



# **Service Rules & Regulations**

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**PERENNIAL PUBLIC POWER DISTRICT**  
**SERVICE RULES & REGULATIONS**

**1. LINE EXTENSIONS AND SERVICE UPRATES**

- A. The District shall construct, own, and maintain overhead and underground supply facilities. Such facilities shall be primary or secondary, and used as part of the District’s general supply system.
- B. Line extensions, new service installations, and service uprates shall be made under the terms, rates, and conditions in effect at the time of construction.
- C. A combination of single-phase and three-phase electric loads through one service and meter shall be allowed for farms, with the exception of irrigation motors 20 horsepower and above, which must be metered separately.
- D. The District will construct line extensions and new services, and uprate (increase the capacity) services at no cost to the customer providing the cost of the extension does not exceed an Allowable Investment Limit (AIL). The cost of construction shall include, but is not limited to the cost of labor, materials, transportation, overheads and right-of-way clearing. The Allowable Investment Limit to be funded by the District shall be as follows:

**Rural Service**

Residential	\$4,700
General Service, Commercial, Non-Residential	\$3,100
Irrigation	\$38 per billable horsepower
Large Power, Industrial, High-Voltage	\$3.95/kW for 36 months

**Urban Service**

Residential	\$2,300
General Service, Commercial, Non-Residential	\$2,600
Large Power, Industrial, High-Voltage	\$3.95/kW for 36 months

Any costs over the Allowable Investment Limit shall be paid by the customer as a “Contribution in Aid of Construction”.

- E. The Allowable Investment Limits amounts were calculated based on class averages.

The District reserves the right to review and modify the line extension contribution amount to reflect the service characteristics of the customer and consider factors such as risk of customers, rate charged and contribution amount.

- F. Beginning in 2015, a development period of three (3) years will apply to all line extensions which require a customer contribution for construction. This three-year development period will commence with the date service is first supplied to the Applicant. If during the three-year period one or more additional Applicants request service from the line extension, the customer contribution for construction will be recalculated to include the additional Applicants, as if their services were built concurrently. If the recalculated contribution(s) is determined to be less, the District will refund the pro-rate difference. Under no circumstances will the original Applicant(s) be required to pay more than their original contribution. Likewise, any reimbursement to the original Applicant(s) will never exceed the original contribution paid.
- G. The District will connect facilities up to the metering point of the customer. Costs beyond the metering point are the responsibility of the customer and not subject to contribution from the District.
- H. If the District property involved in an uprate of service is in need of replacement or rebuilding, any division of expenses between the customer and District shall be determined by the management of the District. The District will allow credit for equipment removed from the original service, to be applied on the uprated service equipment. It is not the policy of the District to uprate electric facilities at substantial costs to the District, in cases where there is no apparent benefit to the general public, or to the operation and maintenance of such facilities by District personnel.
- I. The District shall at all times have control over its said extension facilities and shall have the right to use the same for the purpose of serving other customers in the area.

## **2. RELOCATION OF ELECTRIC FACILITIES AT CUSTOMER'S REQUEST**

- A. The District shall relocate poles, towers or fixtures at the request of a customer or landowner, provided the relocation is possible. If the relocation of District property would provide no apparent benefit to the District, the requesting party shall stand the entire cost of the relocation. This cost will be furnished to the requestor in written form. If District property is in need of rebuilding, or if the District would benefit by relocating its property, the cost of the relocation may be split between the requesting party and the District. In some cases, the District may stand the entire cost of the relocation. The cost share of such relocation shall be determined by the management of the District.
- B. If a service with a District owned 3-way switch is relocated or uprated, and the 3-way switch no longer serves the requirements of the new or uprated service, the customer may purchase the 3-way switch and leave it in place for their use for a charge of: Single Phase - \$200; Three Phase - \$400. Other material owned

by the District (i.e. pole, etc.) and left in place may be sold to the customer at a priced determined by the District.

### 3. **SERVICE CONDITIONS**

#### A. Right-of-Way Conditons

Customers and landowners shall grant the District, without charge, right-of-way over and on the premises on which the line, or service is to be built. The District shall have the right to enter the premises of the customer at all reasonable times for the purpose of inspecting, testing, installing, repairing, replacing or upgrading its equipment.

Customers shall furnish free of charge a plot of ground suitably located to accommodate the necessary transformers and equipment to serve customers in the area. The District shall make every effort to avoid or minimize any disturbance or inconvenience to the customer and agrees that all material and equipment utilized by the District shall be removed from the premises upon completion of the maintenance and that the said premises shall be restored as nearly as possible to its original condition, as found immediately preceding the beginning of the activities. However, in URD installations, back-tamping cable trenches, final grading, and grass seeding shall be the customer's responsibility.

#### B. Number of Meters

The District shall install as many meters as there are separate Applications for Service. A meter may be connected to only one set of service wires. If a customer requests to have more than one meter installed per location, the customer will normally stand the entire cost of the installation. However, if management determines that the splitting of a service is in the best interest of the District, the cost of installing the additional meter may be waived for the customer.

#### C. Capacitors

All motors, excluding Variable Frequency Driven (VFD) motors, of 20 horsepower or larger must have a capacitor, correcting to 90% power factor. If the capacitor installed is not of the proper size, or is not installed correctly, the service will be disconnected. Capacitors which contain PCB, or are suspected to contain PCB, are not acceptable for installation. Capacitors without PCB are clearly marked with a "No PCB" sticker.

#### D. Service Disconnects

All electric services constructed new, uprated, or relocated, shall have a safety disconnect below the meter. The safety disconnect may be fused but must be of a type approved by the National Electric Code for its particular installation. It is recommended that disconnect devices of 200 amperes and larger be "double-throw" equipment, to provide for future use of standby generation. Also, all

customers who currently own or utilize a standby generator will be recommended to have a “double-throw” safety switch below their meter.

E. Metering

On service entrance facilities of larger than 200 amperes, the District requires the use of current transformer metering.

F. Wiring Standards

All power load installations on the District’s system shall conform to the safety rules as set forth in the National Electric Code. Customers, or their wiremen, shall contact the District regarding the requirements for the wiring. If wiring on the customer’s premises is found to be dangerous, the District shall reserve the right to disconnect the service, until evidence is presented that the wiring problems have been corrected to conform to the National Electric Code, and the National Electric Safety Code.

G. Customer Equipment

Customers shall agree that the motors and other electrical equipment installed hereunder shall be of a type approved by the District and will be operated in such a manner as will not unduly interfere with the service on the District’s lines. The District shall require complete repair of consumer owned equipment when such equipment has caused, or may cause damage, danger, or loss to the District. Complete Repair may mean rewiring, tree trimming, or the addition or repair of equipment. Failure to promptly take care of situations called to the consumer’s attention may result in disconnection of service.

H. Power Quality

Where customer’s use of electric service is intermittent or causes unusual fluctuations, including but not limited to harmonics, flicker, voltage dips and spikes, phase imbalances, or other detrimental effects on the service supplied to other customers of the District, the District reserves the right to require customer to furnish, install, and maintain, at customer’s expense, suitable corrective equipment which will limit such fluctuations or disturbances in a reasonable manner. These fluctuations shall not exceed the recommended ANSI/IEEE Standards relevant to this service.

To limit harmonic voltage distortion, the customer agrees to limit his/her harmonic load current distortion to the values specified in the most recent edition of IEEE – Standard 519 “IEEE Recommended Practices and Requirements for Harmonic Control in Electric Power Systems”.

#### 4. APPLICATION FOR SERVICE

- A. For new services, customers shall sign an “*Application for Service*”, or in the case of a new irrigation service, an “*Irrigation Electric Power Service Agreement*”. The service shall not be connected, or transferred until said

Application or Agreement is received, and the required security (i.e. meter deposit) has been provided. The Board of Directors reserves the right to examine each Application carefully on its merits, and to approve or reject any Application.

By completing and submitting an Application for Service or Irrigation Electric Power Service Agreement, customers agree to comply with and be bound by the District's Bylaws, policies, customer classifications, rates, charges, service rules and regulations, both as the same now exist or may hereafter be adopted, rescinded, or supplemented. Submission of an Application for Service or Power Service Agreement shall also result in the customer agreeing to subscribe to the Perennial News and authorize the District to include publishing costs in the customer's applicable rate schedule.

- B. A customer shall be responsible for the electrical energy used until a new Application or Agreement has been signed by the customer taking over the service, or until the service is disconnected.

## 5. **SECURITY REQUIREMENTS**

### Residential Services

- A. A meter deposit in an amount of \$200 shall be required from all customers, unless the customer has established satisfactory credit history with the District, or the District receives an acceptable letter of credit from the customer's previous power supplier.
- B. If a previously paid deposit has been refunded, or is determined to be inadequate, a new or additional deposit in an amount equal to two times the customer's highest monthly bill during the last 12 months may be required.
- C. All meter deposits will be applied to the customer's account after one (1) year of service, or one (1) year from the last Disconnect Notice.

### Commercial and Industrial Services

- A. New commercial and industrial customers shall provide a prepayment equal to two month's estimated revenue, but not less than \$200. The prepayment is non-refundable, will not accrue interest and will be applied to the customer's final bill.
- B. In lieu of a prepayment, commercial and industrial customers may provide one of the following:
- A Surety Bond approved by the District's legal counsel.
  - An Irrevocable Letter of Credit from the customer's bank equal to two month's estimated revenue.

- Any other type of security arrangement approved by the District.

The customer is required to maintain such security until the District has determined such customer has demonstrated good payment history and the customer's financial condition has been determined by the District to be adequate for payment of future bills. Such determination shall be made annually.

- C. If a commercial or industrial account becomes delinquent, and the District does not hold any security as described in this policy, the customer shall provide the District such security within 10 days of the delinquency notice. Failure to provide security within this timeframe shall result in the service being subject to disconnection.

## **6. BILLING RESPONSIBILITY AND PAYMENT**

- A. The District shall bill the customer whose name appears on the account. The District shall not bill more than one individual or firm for usage on a single account.
- B. All electric bills are due and payable upon receipt and become delinquent on the date indicated on the bill (approximately 20 days after the date the bill is generated). Delinquent accounts shall be assessed a late payment fee of \$10.00 or 5% of the unpaid bill amount, whichever is greater at the delinquency date. The late payment fee shall be forgiven for any customer who has not had a late payment in the twelve-month period immediately preceding the month in question.
- C. Errors in billing can result in both over and under collections of amounts owed by customers. The District desires to give refunds when appropriate and make full collections in the event money is owed by customers as follows:
- (1) If an error made by the District results in a customer being overcharged, then the District will calculate the amount of the overcharge for the previous 36-month period and refund this amount to the customer.
  - (2) If an error made by the District results in a customer being undercharged, then the District will calculate the amount of the undercharge for the previous 36-month period and bill the customer for the amount owed. Reasonable payment arrangements may be made with the customer to avoid causing excessive hardship.
  - (3) Interest shall not be paid to or collected from customers on the amount of the error. Interest may be charged if the customer fails to pay amounts owed, after the billing error has been disclosed to the customer.

- (4) Customers may elect to have any amounts owed to them applied as a credit to their account.
- (5) This service rule does not apply in cases where the customer has committed fraud, tampered with the meter, and/or additional amounts are owed to the District as a result of the customer's actions.

## **7. DISCONNECTION OF SERVICE FOR NON-PAYMENT**

- A. The District shall comply with applicable state law regarding the disconnection of service for non-payment.
- B. Service to a customer shall not be disconnected unless notice has been provided by first-class mail or in-person. Notices sent by first-class mail must be clearly marked "IMPORTANT NOTICE" on the envelope, and "DISCONNECTION NOTICE" on the heading of the letter. Service shall not be disconnected until seven days after notice is sent or given in person. Holidays and weekends are not to be included in the calculation of the seven-day notice period. The "Disconnection Notice" letter shall include the following:
  - (1) The reason for the proposed disconnection;
  - (2) A statement of intention to disconnect unless the customer either pays the bill or reaches an agreement with the District regarding payment of the bill;
  - (3) The date upon which service will be disconnected if the customer does not take appropriate action;
  - (4) The address, and telephone number of the District;
  - (5) The customer's right, prior to the disconnection date, to request a conference regarding any dispute over such proposed disconnection;
  - (6) A statement that the District may not disconnect service pending the conclusion of the conference;
  - (7) A statement to the effect that disconnection may be postponed or prevented upon presentation of a duly licensed physician's certificate which shall certify that a customer or resident within such customer's household has an existing illness or handicap which would cause such customer or resident to suffer an immediate and serious health hazard by the disconnection of the District's service to that household. Such certificate shall be filed with the District within 5 days of receiving notice under this section and will prevent the disconnection of the District's service for a period of thirty days from such filing. Only one postponement of disconnection shall be allowed under this subdivision for each incidence of nonpayment of any past-due account;
  - (8) The cost that will be borne by the customer for restoration of service;

- (9) A statement that the customer may arrange for an installment payment plan with the District.
  - (10) A statement to the effect that customers who are welfare recipients may qualify for assistance in payment of their utility bill and that they should contact their caseworker in that regard; and
  - (11) Any additional information not inconsistent with this list which has received prior approval from the board of directors of the District.
- C. A customer may dispute a proposed discontinuance of service by notifying the District with a written statement that sets forth the reasons for the dispute and the relief requested. If a statement has been made by the customer, a conference shall be held before the District may discontinue service.

Once a conference has been requested by a customer, a Customer Services Department representative of the District shall:

- (1) Notify the customer, in writing, of the time, place, and date scheduled for the conference; and
  - (2) Hold a conference within fourteen days of the receipt of the customer's request. Such conference shall be informal and not governed by the Nebraska Evidence Rules. If it is determined at the conference that the customer did not receive proper notice or was denied any other right afforded under *Neb. Rev. Stat. §§ 70-1605 to 70-1615*, the conference will recess and continue at such time as the customer has been afforded his or her rights. Failure of a customer to attend a scheduled conference shall relieve the District of any further action prior to the discontinuance of service. If a customer contacts the District prior to the scheduled conference and demonstrates that failure to attend is for a legitimate reason, the District shall make a reasonable effort to reschedule the conference.
  - (3) The Customer Services Department representative shall, based solely on the evidence presented at the conference, affirm, reverse, or modify any decision by the District involving a disputed bill which results in a threatened termination of service only as a measure of last resort after the District has exhausted all other remedies less drastic than termination.
- D. Customers who have not paid their electric bill, or make arrangements for such payment, or disputed the discontinuance of service, by the date provided in the "Disconnection Notice" in which service will be discontinued if appropriate action isn't taken, may have their service disconnected for non-payment, without any additional notification. This applies to services disconnected for non-payment by a District crew at the customer's location, as well as services where a device has been installed to allow the services to be remotely disconnected and reconnected.

- E. No service shall be disconnected for non-payment outside of regular business hours, on a weekend, or the day before or day of a holiday. Actual discontinuance of service will be evaluated when the weather is predicted to be below 32 degrees for the day (during business hours).

**8. TRIP, RECONNECTION, AND AFTER-HOURS FEES**

- A. If service is disconnected for non-payment, before service is restored management may demand payment of all charges due on the account, plus the following fees:

ACTIVITY	FEE
Trip Fee (for each trip to customer’s premises for disconnection or reconnection)	\$60.00
Reconnect Fee	\$60.00
After-Hours Fee (when service is reconnected in the field)	\$200.00

- B. In addition to the above fees the customer shall also be subject to paying a meter deposit in an amount equal to an estimated two (2) month billing period.
- D. The District’s management may demand a cash or credit card payment for any or all of the above charges.
- E. When a service is disconnected at a customer’s request, the charge for reconnection will be \$60.00.
- F. At a service where a remote disconnect meter has been installed and the service has been disconnected for non-payment, after the customer has satisfied the payment terms a reconnect command will be sent remotely via a manual or automated process. An automated process can be triggered anytime following the electronic payment of a past-due balance and reconnect fee.

Whether done manually or remotely, the reconnect command will be sent to ‘arm’ the meter. It shall be the customer’s responsibility to activate the service by pressing the button on the face of the disconnect meter.

If it is after regular business hours and the remote connect command fails, the District will dispatch a crew to manually reconnect the service before noon of the District’s next business day. However, if the customer wants the service reconnected before the next business day, a crew will be dispatched to reconnect the service and the customer shall be billed the After-Hours Fee shown in section 8.A. above.

**9. UNPAID ELECTRIC ACCOUNTS AND FINANCE CHARGES**

- A. The District shall maintain a list of all accounts that remain unpaid by the customers who have been previously provided electric service. Prior to connection, any customer who owes the District for past service shall be required to pay all past due charges, plus a meter deposit in an amount equal to an estimated two (2) month billing period.
- B. The District reserves the right to use any process of the law to collect payments for all charges due.
- C. All accounts not paid within thirty (30) days may be assessed an interest charge at a rate of 1.33% per month, providing the customer has agreed to the interest charge in writing. Without a written agreement, delinquent accounts under \$2,000 may be assessed an interest charge at a rate of .5% per month.

**10. INSUFFICIENT FUNDS CHECKS**

- A. When the District receives a check from the bank marked insufficient funds, a letter shall be written to the customer requesting a cash payment for the amount of the insufficient funds check, plus a \$30.00 handling fee. The customer will be given an approximate reimbursement time limit of 7 days. The check shall be held at the District office. If reimbursement is not received by the deadline date, a District employee will be sent out to either collect the payment, or disconnect the service.
- B. If a service has been disconnected for non-reimbursement of an insufficient funds check, the following charges shall be paid in cash prior to reconnection – the amount of the insufficient funds check, a \$30.00 check handling fee, a \$55.00 collection fee, a \$55.00 reconnect fee, and a \$125.00 after-hours fee if the service is restored after regular business hours.
- C. In the event that a customer has 2 insufficient funds checks within a period of twelve (12) months, at the discretion of the District personnel, the customer shall be notified that if one more check is returned to the District due to insufficient funds, the customer will be placed on a cash basis for a period of not less than 6 months.

**11. TEMPORARY ELECTRIC SERVICE**

- A. A service intended to be used for a limited amount of time shall be considered temporary service in nature, even though the service may be used for a period of one year or longer.
- B. A \$500.00 non-refundable payment will be required in advance for the installation and eventual removal of a single-phase temporary service that will

be provided from the existing distribution system in the area. When distribution secondary service is required, the customer shall provide the service pole and meter loop.

- C. For a temporary service requiring extension of the District's existing electric lines and facilities in excess of the provisions included in paragraph B. above, a "non-refundable service charge" collected in advance of construction will be required. The charge will be equal to the estimated in and out costs to install and remove the service, including ten percent (10%) of the cost of materials, less metering and transformers.
- D. When a temporary service will be replaced by a permanent service, all costs associated with the construction and retirement of the temporary service facilities shall be accumulated on the same work order as that which will be used for the permanent service.
- E. Energy used by temporary services shall be metered and billed at the applicable rate schedule.

## **12. IDLE SERVICE**

- A. Any service that has been disconnected for any reason for a period longer than one (1) year shall be classified as an Idle Service.
- B. At the discretion of the District, a letter will be mailed to the property owner of an idle service to notify the property owner of the option to either keep or remove the idle service. If no response is received within sixty (60) days of the notice, the idle service will be removed by the District as time permits, and no further notification will be sent to the property owner.
- C. A property owner that notifies the District that an idle service should not be removed shall be assessed an idle service fee as described in the District's Idle Service rate schedule. If payment for an idle service is not received by the due date, the District may remove the service as time permits, and without further notification to the property owner.
- D. If an idle service is removed and service is requested in the future at the same or similar location, the request shall be treated as a new service. All costs associated with the new service will be calculated in accordance with the District's line extension policy in effect at the time of the request.

## **13. OWNERSHIP OF ELECTRIC FACILITIES**

- A. In territories outside urban rate areas, the District shall own and maintain the meter pole, and all materials and equipment up to and including the meter.

- B. Within urban rate areas as established by distribution system boundary service area maps, the District shall maintain poles owned by the municipality, all meters, and all overhead facilities up to the service head. For underground services, the customer shall provide all trench and conduit for primary, secondary and service conductors in accordance with the District specifications.

Customers requiring three-phase service, in addition to the above requirements, shall provide the following:

- a. The transformer pad in accordance with District specifications.
  - b. Dedicated three-phase transformer installations normally require an instrument rated metering system to be installed on the secondary bushings of the padmounted transformer or in a metering cabinet located on the outside of the customer's facility. The customer shall be responsible for all service conductors from the point of delivery as defined by the District. Where distributed metering is installed within the customer's facility as approved by the District, the customer shall be responsible for the service conductors from the point of delivery as defined by the District.
- C. The District shall not be liable or responsible for any customer equipment beyond the meter, such as conductor, control panels, dry transformers, etc.

#### **14. MISCELLANEOUS SERVICE CHARGES**

The service charges listed below are applicable to all Customers and are in addition to any other charges made under the District's rates for electric service.

##### **A. Service Call**

A charge of \$165 per occurrence shall be charged for response to a power interruption call where it is determined that the Customer's equipment is at fault and there is electricity at the point of delivery. A reasonable effort will be made to advise the Customer about the potential Service Call charge before the service call begins.

##### **B. Clearance for House or Structure Move**

All persons moving houses or structures through the District's service area which require the assistance of District personnel shall notify the District at least 10 days in advance of such moves. Under no circumstances shall anyone other than authorized employees or agents of the District remove, cut, raise or handle any electric wires or equipment.

The actual cost of checking the proposed route, and removing, raising, lowering, cutting, or otherwise handling electric wires or other District equipment shall be

paid by the party responsible for moving the house or structure. Before moving said house or structure, a deposit in the amount of the District's estimated cost shall be paid. After the work has been completed, if the District determines that the actual cost exceeded the amount of the deposit, the party responsible for the move shall be required to pay the additional costs. Any unused portion of the deposit will be refunded. The charges shall include all travel time to and from the job site and shall be billed according to the schedule below.

• Labor – Regular Rate	\$65.00 per hour
• Labor – Overtime Rate	\$82.00 per hour
• Labor – Holiday Overtime Rate	\$116.00 per hour
• Dump Truck	\$45.00 per hour
• Bucket Trucks	\$75.00 per hour
• Digger Derricks	\$80.00 per hour
• Service Trucks	\$1.15 /mile
• Sale of Material	retail book value, plus tax
• Subsistence	Actual Cost

#### C. Working on Customer Owned Material or Equipment

On occasion District personnel will be engaged to inspect electrical equipment owned by the Customer, make simple adjustments to the equipment, or replace minor materials and supplies. On such occasion, the Customer shall be billed and responsible for paying all costs of job-site labor, equipment and materials, according to the rates in section 14.B. above. This would be in addition to the \$165 Service Call charge if the work is done when responding to a power outage, and it is determined that the Customer's equipment is what caused the outage. Repairs other than simple adjustments will need to be done by qualified electricians.

#### D. Damage to District Property

In the event that property of the District is damaged, the party that caused the damage shall be responsible for paying for the cost of all repairs and replacements. The charges shall be calculated through the District's work order system.

#### E. Working for Wholesale Municipalities

When District employees provide operations, maintenance, construction or engineering services to municipalities that purchase power at the wholesale level, the cost to provide such services shall be billed according to the following schedule.

• Labor – Regular Rate	\$75.00 per hour
• Labor – Overtime Rate	\$92.00 per hour
• Labor – Holiday Overtime Rate	\$126.00 per hour
• Dump Truck	\$50.00 per hour
• Bucket Trucks	\$85.00 per hour
• Digger Derricks	\$90.00 per hour
• Service Trucks	\$1.25 /mile
• Engineering & Administration	25% of Labor Charges
• Sale of Material	retail book value, plus tax
• Subsistence	Actual Cost

## 15. TAMPERING WITH DISTRICT FACILITIES

- A. No one shall connect or disconnect a meter, or in any way disturb any District owned property, unless authorized by District personnel. Only District personnel shall connect a service for the customer when the installation and wiring is completed, and ready to be energized.
- B. Customers will be held responsible by the District for all damages to, or loss of, property belonging to the District and located on the customer's premises, except when the damage or loss is due to reasons beyond the customer's control, or due to negligence or acts of omission on the part of the District.
- C. In the case of tampering with a meter installation or interfering with the proper working thereof, or any theft of service by any person, or evidence of tampering, interfering, theft, or service diversion by anyone, including the falsification of meter readings, the customer shall be subjected to immediate discontinuance of service as provided herein. The District shall be entitled to collect from the customer a penalty of \$500.00, and bill at the appropriate rate all power and energy not recorded on the meter by such tampering, interfering, or other theft of service diversion (the amount of which may be estimated by the District from the best available data) and also for all expenses incurred by the District on account of such unauthorized act or acts. This shall include any disconnect, reading, reconnect, or other fees. This shall involve, but not be limited to, breaking or removing of the meter, meter seal, meter lockring, or any modification of District installed equipment.
- D. If conditions are observed which indicate a customer has tampered with the District's irrigation load management equipment, a \$50/HP penalty will be billed for the current season. Also, the customer will be assessed for damages to the District's equipment and the cost of re-establishing the load interruption capabilities of the equipment. All charges must be paid within 10 days or the service will be disconnected.

- E. Customers shall agree to indemnify and hold the District harmless from any and all injuries, losses or claims due to the handling or operating of the District's property, machinery or equipment without express authority from the District.

**16. ATTACHMENTS TO FACILITIES**

- A. The District shall furnish, install, and maintain a meter pole at the point of delivery. The customer may install on the meter pole such wiring or appurtenances thereto, as required to insure that the installation is in accordance with the rules and regulations of the District.
- B. The customer will not be permitted to attach wiring, or other appurtenances on poles without obtaining prior approval from the District.
- C. The District will remove from poles, structures, or it's property all illegally attached lines, equipment or appurtenances, whether attached by individual or companies, after sixty (60) days notification. However, if the illegally attached lines, equipment, or appurtenances are of a hazardous nature to life, limb or property, such attachments will be removed immediately after notification.

**17. DISTRICT'S RIGHT TO DISCONTINUE SERVICE**

- A. The District reserves the right to discontinue the supply of electrical services to any customer for any of the following reasons:
- Non-payment of bill
  - Non-reimbursement of insufficient funds check
  - Non-compliance with District rules and regulations
  - Fraudulent use of service
  - Hazardous wiring conditions
  - For repairs or emergency operations, including shortage of power supply to the District during peak loading periods
  - Denial to the reasonable access to District property
  - Violation of the National Electric Code, as specified in it's latest edition

**18. CONTINUITY OF SERVICE**

- A. The District will at all times exercise care and diligence in operating its plant so as to furnish the customer, as nearly as possible, a continuous supply of electric energy. If the District shall be prevented from delivering the electric energy herein contracted for because of injuries to or breakdown of its electric facilities and equipment, actions of public enemies, labor troubles, fire, riot, flood, lightning, storm, civil disturbances, war or the consequences thereof, actions of public authorities, litigation or any act or thing which beyond the District's

reasonable control, such interruption shall not constitute a breach of contract nor shall be cause of action for damages against the District.

## **19. METER TESTING**

- A. All watthour meters must be accurate to within plus or minus 2%, at full and light load.
- B. The District shall test and inspect meters at its own expense, to insure that the metering equipment is maintained in good working order is providing accurate measurements.
- C. Upon the request by a customer and a deposit of \$20.00, the District shall test the accuracy of the meter and mail the test report to the customer. If the average error on the watthour meter is found to be more than 2%, an adjustment of bills for service for the period of inaccuracy shall be made in the case of over-registration, and the deposit shall be refunded. An adjustment may also be made in the case of under-registration. The amount of the adjustment shall be calculated on the basis that the metering equipment should be 100% accurate with respect to the testing equipment and methodology used to make the test.
- D. If the date when the error in registration began can be determined, such date shall be the starting point for determining the amount of the adjustment, except that adjustments due to a slow meter shall be limited to the preceding six month period. If the date when the error in registration began cannot be determined, it shall be assumed the error has existed for a period equal to one-half of the time elapsed since the meter was installed, or one-half of the time elapsed since the last previous test.
- F. When the average error cannot be determined by test because of failure of the metering equipment, it shall be permissible to use the registration of check metering installations, or to estimate the quantity of energy consumed based on available data. The consumer will be advised of the failure, and of the basis for the estimate of quantity billed. If the date when the metering equipment failed cannot be determined, the adjustment will be based on 25.0% of the time since the meter was installed, or since the last previous test, whichever is later.

## **20. TREE CUTTING**

- A. When trees provide an unsafe condition to the District's electric service, it may be the responsibility of an applicant desiring service to provide, or pay for costs incurred by tree, brush, or right-of-way clearing. Subsequent clearing shall be provided by the District.

- B. If it is the District's responsibility, the District will remove trees at no cost to the consumer at a convenient time to correspond with the work load of the District personnel involved.
- C. The District may remove the service to another location if it is not feasible to cut trees due to expenses involved.

## 21. **IRRIGATION LOAD MANAGEMENT**

- A. The District's Load Management Program shall consist of the following control classifications:
  - a. Anytime Control – The District shall have the option of interrupting service to the customer anytime during the peak demand periods on the District's system.
  - b. One-Day Control – The District shall have the option of interrupting service to the customer for one day in a week. The day shall be determined in advance by the District.
  - c. Three-Day Control – The District shall have the option of interrupting service to the customer for three days in a week. The days shall be determined in advance by the District.
  - d. No Control – This classification is for customers who do not participate in the District's Load Management Program.
    - \* All irrigation services participating in the load management program may also be controlled on Sundays and holidays during peak periods.
- B. Only irrigation services with 20 horsepower and above are eligible for participation in the Load Management Program. Re-Use Pit services that are eligible for participation in the program must have fixed control panels.
- C. Before the District will accept a customer for the Load Management Program, the customer shall be required to sign an Interruptible Irrigation Service Agreement, which specifies all the terms of the program. Any breach of this Agreement shall result in the account being billed at the No Control rate, and may be subject to additional penalties.
- D. Groups of irrigation services shall be controlled on a rotating basis so that participants will be, as much as possible, controlled an equal amount of time as other services within the respective control classification.
- E. Remote control switching equipment shall be installed, maintained, and owned by the District. The equipment shall be installed at a position approved by the District. At their expense, customers may install timers to restart the irrigation system automatically. Proper installation and operation of the timers shall be the responsibility of the customers.

- F. A customer may cancel the Interruptible Irrigation Agreement on an irrigation account during the irrigation season. More than one cancellation may be made on the account during an irrigation season. If an Agreement is cancelled the customer shall pay a \$150.00 service charge, plus the difference between the charges already paid and the charges under the new control rate selected by the customer. The billing of the additional charges shall be retroactive to the start of the summer billing period.

## **22. COGENERATION & SMALL POWER PRODUCTION**

- A. The District may offer to purchase electric energy from cogeneration and small power production facilities which qualify under Section 201 of the Public Utility Regulatory Policy Act (PURPA) of 1978, at rates which are just and reasonable to rate payers, and do not discriminate against cogeneration or small power producers. In addition, the District will provide service to qualifying facilities at reasonable and non-discriminatory rates as outlined in PURPA, Section 210.
- B. Energy from cogeneration and small power production will be purchased at the lowest rate of energy that is billed to the District by its power supplier. All energy purchased shall be metered separately with a two meter installation.
- C. All costs for metering incurred on a cogeneration and small power production installation shall be paid for by the customer.
- D. All guidelines and requirements identified in Section 201 and 210 of PURPA for Cogeneration and Small Power Production shall be followed.