



RULES & REGULATIONS 601

Rules & Regulations - General

Electric service supplied by the District under the District's rate schedules are subject to the following General Rules and Regulations and other Rules and Regulations as may be adopted by the District from time to time:

1. REQUEST FOR SERVICE

Each prospective Customer who desires electric service from the District shall apply for service at our office or via the District's website. A contract or agreement may be required before service is made available to the Customer. A separate contract or agreement for service may also be required for each class of service requested by the Customer according to the District's instructions.

The District's rate schedules for all classes of service are available at each local office upon request or on the District's website at www.dawsonpower.com.

2. SELECTION OF RATE SCHEDULES

Customers shall provide their service requirements and load conditions. At the Customer's request, the District may advise the Customer about options to meet those requirements. The District will choose the rate based on the service requirements specified by the customer.

3. CUSTOMER DEPOSITS

The District requires deposits from new Customers or from existing Customers who have not established satisfactory payment history with the District, as security for the payment of bills. All required deposits, other than industrial, large power, and commercial rate classes, will be calculated based on the customer's credit rating obtained through a credit reporting agency. Request for deposits are to be made in accordance with the provisions of the Board of Directors Resolutions in effect, which may be revised from time to time.

4. SERVICE INSTALLATION

(a) In general, electric service shall be supplied to a Customer's premises through only one point of delivery except where a separate service may be required for additional service of different voltages or characteristics. Under normal circumstances, the District will furnish, install, and maintain the conductors from the District's system to a point on, or adjacent to, the Customer's premises designated by the District as the point of delivery. Unless otherwise provided, the point of delivery shall be considered as the point where the District's lines connect to the District's metering equipment, transformer, or other apparatus. All wiring and equipment, exclusive of District-owned metering

equipment and transformers beyond this point, shall be furnished, installed, and maintained by the Customer at the Customer's expense.

(b) The point of attachment of the District's conductors to the Customer's building, premises, or other means of support shall be made so as to comply with the National Electric Code with respect to location, accessibility, clearance above the ground, from building openings, and over roofs.

(c) The necessary service head, service entrance conductors, service raceway, service equipment, and other associated equipment included in the necessary service entrance shall be furnished, installed, and maintained by the Customer at the Customer's expense unless otherwise provided.

(d) Parallel operation of the Customer's electric generating equipment or other sources of supply with the District's service shall not be permitted without the District's consent. The Customer shall comply with the District's Rules and Regulations governing the installation and use of stand-by generating equipment.

(e) All equipment and facilities furnished and installed by the District on the Customer's premises shall be and remain the property of the District, and whenever service is terminated or disconnected for any reason, the District may remove its property from the Customer's premises.

(f) The District may require a Contribution In Aid of Construction according to the District's established Extension Policy if the cost of the extension required exceeds the limits specified in the Extension Policy.

(g) Where underground service is requested, the Customer will comply with the District's Extension Policy.

5. **METERING**

(a) The necessary metering equipment required to measure the Customer's use of electric service shall be furnished, installed, maintained, calibrated, and read or check-read by the District except as hereinafter provided. Where service is supplied through a master meter, as in the case of an apartment house, the District will not furnish and install, rent, sell, or read any auxiliary or sub-meters used for the Customer's convenience as provided herein in Item 13.

(b) Metering equipment shall be installed at a suitable location designated by the District. The District reserves the right to relocate its metering equipment at a new or more advantageous location whenever existing meter locations are conducive to making current diversions, not readily accessible, or for other reasons. Should any change in the location of the District's metering equipment become necessary, the cost of any changes in the Customer's service facilities shall be paid by the Customer.

(c) Periodic tests and inspections shall be made by the District, at its own expense, to ensure that its metering equipment is maintained in good order and within reasonable limits of accuracy. The

District shall make tests or inspections of its metering equipment upon the Customer's request only after every other possibility for a Customer's inquiry has been eliminated. Requested meter tests made by the Customer should comply with the District's procedure C-8.

(d) Where requested tests reveal that the District's metering equipment over-registers more than 2% under normal operating conditions, the District shall bear the cost of making such tests and shall adjust only the bill rendered previous to such test. Where requested tests reveal that the District's metering equipment does not over-register more than 2%, the Customer shall bear the cost of such test in the amount established by the District.

6. METER READING AND BILLING

(a) The District will submit bills to Customers on a monthly basis. The District will use automated meter readings, except in instances when a customer has opted-out of advanced metering. If an advanced meter is not in use, the District will read the meter and fees will be applied in accordance with the Advanced Metering Information Policy.

(b) A Customer's payment shall be based on the readings of the District's metering equipment and rendered on a monthly basis according to the provisions of the Customer's contract or agreement for electric service.

(d) Regular meter reading dates shall be maintained by the District so that the reading date for each billing period is the same insofar as reasonably possible. Billing period shall be defined as the period between any two consecutive scheduled meter readings.

(e) The District will read the meters and submit bills to the Customers in accordance with the established Rules and Regulations of the District. Bills are due and payable as provided in the rate schedules, or on the bills rendered.

(f) Whenever the same class of service is supplied through separate meters to more than one location on a Customer's premises, each such location shall be considered as a separate service and bills shall be independently calculated for each meter, except as hereinafter provided. If the applicable rate schedule specifically provides for conjunctive billing, meter readings for the same class of service shall be combined and one bill rendered based on such readings.

(g) The Customer will not be permitted to take service through a single meter unless there is unity in the identity in the person of the Customer, unity in the operation, unity in the physical location, and sameness in the uses.

7. CUSTOMER'S INSTALLATION

(a) Where a local authority exists for the purpose of issuing all necessary permits for wiring, inspecting all wiring on a Customer's premises, and certifying that such wiring conforms with local or national electrical codes, the Customer will be required to secure all such necessary wiring permits or

certificates before electric service will be supplied by the District. Any fee required for such permits or inspections shall be paid by the Customer.

(b) Where no local authority exists for such purposes and in lieu of satisfactory evidence of a Customer's compliance with requirements of local or national electrical codes, the District reserves the right to require a written agreement signed by the Customer authorizing the District to supply electric service to any and all wiring, appliances, and equipment on the Customer's premises.

(c) The Customer shall assume all liability and risk which may be incidental to the supply of electric service on the Customer's side of the point of delivery. The District shall not assume any obligations or responsibility for any condition on the Customer's premises or for defects in the Customer's wiring, appliances, or equipment, but reserves the right to refuse or disconnect electric service to a Customer when it has reason to believe that any wiring, appliances, or equipment on the Customer's premises is unsafe or does not conform with local or national electrical codes.

(d) The District's wiring inspection policy is a part of these Rules and Regulations. The District reserves the right, but in no event shall it be bound, to inspect any wiring, appliances, or equipment on a Customer's premises which is not owned or controlled by the District, either before service is supplied initially, or at a later time. Inspections made by the District are primarily to insure compliance with its own requirements and to cooperate with the Customer, Architect, Contractor, and other interested persons.

(e) Where the Customer's use of electric service is intermittent or causes unusual fluctuations or other detrimental effects on the service supplied to other Customers, the District reserves the right to require the Customer to furnish, install, and maintain, at the Customer's expense, suitable corrective equipment which will limit such fluctuations or disturbances in a reasonable manner. The fluctuations shall not exceed the recommended ANSI/IEEE Standards.

(f) Customers operating equipment having highly fluctuating loads or large instantaneous demands may be required to pay all non-betterment costs of isolating their loads from the balance of the District's system so as to not interfere with service supplied to other Customers. Where such equipment is not equipped with adequate corrective equipment to limit fluctuations or disturbances on the District's system, the District may require the Customer to furnish, install, and maintain his own transformer.

(g) A Customer shall be required to maintain a power factor of not less than 90% on the total load supplied by any one service unless otherwise specified by the District. The District reserves the right to require a Customer to furnish, install, and maintain, at the Customer's expense, suitable corrective equipment necessary to improve or increase the power factor of his total load, or equipment, where the original power factor is found, by test or measurement, to be less than 90%.

(h) The District reserves the right to make a test measurement to determine the power factor of a Customer's load at a time determined by the District. Where the power factor is found to be less than 90%, the District reserves the right to make a power factor adjustment according to the applicable

rate schedule. If the applicable rate schedule contains no provision for making a power factor adjustment, the District reserves the right to add 1% to the Customer's bill for each 1% by which the power factor is less than 90%.

(i) The District, upon request, may advise the Customer with regard to the use of corrective equipment necessary to limit fluctuations and disturbances on the District's system or to improve the power factor of the Customer's load, but the District shall not assume responsibility for the installation or maintenance of corrective equipment.

(j) The Customer shall notify the District before making any substantial changes or additions to the Customer's load or equipment (other than changes or additions resulting from normal load growth) for the purpose of determining whether or not any changes or additions are necessary in the District's service installation. Failure to give notice of such additions or changes in load or equipment and to obtain the District's approval for making such changes or additions shall render the Customer liable for any damage which might occur to the District's property.

(k) Reduced-voltage starting of motors shall, at the option of the District, be required for those conditions where limited line capacity or abnormal motor starting characteristics necessitate the use of reduced-voltage controllers. The type of reduced-voltage controller used in individual cases shall be subject to the District's approval.

(l) The District shall not be held responsible for damage to motors or other current-consuming equipment resulting from any phase reversals, single-phasing of three-phase service, or other similar conditions where they occur beyond the District's reasonable control.

8. ACCESS TO PREMISES

The District or its authorized agents shall have the right of free and safe access to a Customer's premises, at all reasonable times, for the purpose of reading meters, of removing or exchanging District-owned property, of installing, inspecting, testing or repairing District-owned equipment, and clearing of right-of-way.

9. CUSTOMER'S RESPONSIBILITY

(a) The Customer shall be responsible for the care and protection of the District's property located or installed on his premises and shall not permit anyone who is not an employee or an agent of the District access to such property so as to remove or tamper with the District's property. The District's property, machinery, or equipment shall not be handled or operated in any manner by the Customer, his the Customer's agents, servants, or employees without expressed authority from the District, and the Customer shall indemnify the District should any violation of these provisions result in injury or damages to persons or property.

(b) The Customer shall indemnify and save the District harmless from any and all loss and damage arising from an interruption of service, injury to persons (including death), or damage to

property on the premises of the Customer or under the Customer's control, unless such loss, damage, or injury is the natural, probable and reasonably foreseeable consequence of the District's negligence, and such negligence is the sole and proximate cause thereof.

(c) The Customer shall permit the District to trim trees, including the removal of limbs, to the extent that such trimming shall be reasonably necessary to prevent interference with the District's lines. The expense of trimming or removing trees that affect District facilities shall be borne by the District. It shall be the responsibility of the Customer to maintain proper clearances from the metering point to the Customer's service entrance.

10. **INTERRUPTION OF SERVICE**

(a) The District does not guarantee uninterrupted service, but shall use reasonable diligence in providing continuous and uninterrupted service. The District shall not be liable for personal injuries, property damage, or loss resulting from reversals of the supply of electric service, an interruption of electric service, or failure to provide electric service due to any cause beyond its reasonable control. Such interruption, reversal, or failure with regard to providing electric service shall not constitute a breach of any contract or agreement to provide electric service.

(b) When it becomes necessary to make repairs to or changes in the District's system, the District, without incurring any liability therefrom, may suspend the delivery of electric service for such periods as may be reasonably necessary. However, the District will make every reasonable effort to make such repairs and changes without interrupting the Customer's service. Safety of the linemen making these repairs will be the highest priority for determining whether or not the line remains energized during the maintenance work.

11. **DISCONNECTION OF SERVICE**

(a) A Customer shall have the right to request disconnection of service for any reason unless otherwise provided by the District's rate schedules or the Customer's contract or agreement for electric service. Customers receiving service without contract who wish to discontinue such service may be required to give at least three days' prior notice to that effect.

(1) Monthly charges, if any, will apply according to the rate schedule.

(b) The District shall have the right to disconnect service to a Customer after notice of disconnection has been given to the Customer, whenever reasonably possible, when one or more of the following conditions occur:

(1) Whenever a Customer's bill becomes past due or delinquent and payment is not received by the District within the period of time specified by the Disconnect Policy in Section 1a.

(2) Whenever a Customer's connection, use of service, or equipment and devices interfere and seriously impairs or has a detrimental effect upon the service rendered to any other Customer

or otherwise causes unusual fluctuations or disturbances on the District's system, and such conditions have not been limited reasonably or adequate corrective equipment has not been installed by the Customer.

(3) Whenever proper notice has been given to the District or the District has reason to believe that any wiring, appliance, or equipment on a Customer's premises is unsafe or unsuitable or does not comply with any requirements as may be fixed by law and local or national electrical codes.

(4) Whenever service is provided over a Customer's private line or extension or over a line which is not owned or leased by the District and such line is either not in a safe or suitable condition or is inadequate for the type of service which may be required by the Customer.

(5) Whenever the right of free and safe access to the Customer's premises for any purpose required by the District has been refused or severely impaired.

(6) Whenever a Customer violates or fails to comply with any provision of the District's rate schedules, contract or agreement for electric service, or these Rules and Regulations.

(7) Whenever written notice of disconnection of service is required, it shall be considered to have been given a Customer when a copy of such notice is left with the Customer, or at the premises where the Customer's service has been supplied or when posted in the United States mail and addressed according to the District's record of the Customer's last known post office address.

(d) The District shall have the right to disconnect service to a Customer at any time without notice whenever any metering equipment or wiring has been tampered or interfered with in any manner or metering connections have been modified in any way so as to cause improper registration of the District's metering equipment. The District shall be entitled to collect for the theft of all power and energy not recorded and all expenses incurred because of such unlawful current diversion.

(e) The District shall not assume responsibility or liability for loss or damage to person or property resulting from disconnection of service, either at the Customer's request or when required by the District. The District shall not assume responsibility or liability for such disconnection even though the Customer is not the owner of the premises to which service is supplied.

12. **RECONNECTION OF SERVICE**

(a) The District shall reconnect a Customer's service when such service has been disconnected for any reason outlined in 11 above provided that (1) the cause for disconnection has been removed, (2) the District shall be given a reasonable period of time to reconnect the Customer's service, and (3) all arrangements have been made, and all conditions have been met, which are satisfactory to the District.

(b) A Customer who applies for service after the Customer's service has been disconnected may be required to pay a reconnection charge and a consumer deposit, if applicable, according to the District's reconnection policy in Section 1a.

13. REDISTRIBUTION AND RESALE OF SERVICE

Service (other than auxiliary, standby, wholesale, or supplementary service) shall be supplied by the District for the sole use of a Customer on Customer's premises. Service shall not be re-metered, resold, redistributed, or disposed of or otherwise shared with other persons over whom the District has no control, except as hereinafter provided. Service supplied through a master meter may be re-metered or sub-metered for the purpose of determining operating costs or for other purposes with the consent of the District. Electric service supplied to an owner may be furnished in turn to a tenant or occupant only when included as a part of the rent with no variation on account of the quantity of electric service furnished; otherwise, electric service may be supplied by the District directly to each tenant through the District's individual meters.

14. REVISION

The District's Rules and Regulations for supplying electric service, rate schedules, and various instructions may be revised, amended, superseded, supplemented, or otherwise changed from time to time.

15. CONFLICT

In any case where a provision of these Rules and Regulations conflicts with the provisions of an application and/or agreement for electric service, a contract for electric service, or a rate schedule, the provision of the application and/or agreement, or contract, or rate schedule shall apply.

16. AGENTS CANNOT MODIFY AGREEMENT

No agent or representative of the District has the power to amend, modify, alter, or waive any of these Rules and Regulations or to bind the District by making any promises or representations that are not contained herein. Any promises, agreements, or representations made by any agent or representative of the District not herein set forth shall be void and of no effect.

17. SALE OR LEASE OF FACILITIES BY THE DISTRICT

The District will not be obligated to continue service to a Customer in the event of a sale, lease, or transfer of the facilities serving the Customer or in the event the District arranges for the Customer to receive service from a different supplier.