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Service Regulations

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NEW RIVER LIGHT AND POWER COMPANY
SERVICE REGULATIONS

Foreword

In contemplation of the mutual protection of both the Company and the Customer, and for the purpose of rendering an impartial and more satisfactory service, the Service Regulations of the Company are hereby modified and filed with the North Carolina Utilities Commission so as to read as hereinafter set forth, the same being incorporated by reference in each contract or agreement for electrical service. The Company operates by the Rules and Regulations under the National Electrical Safety Code as adopted by the Commission.

Definitions

New River Light and Power Company is referred to herein as the "Company" and the user and prospective user is referred to as the "Customer" or "Consumer", these terms to be considered as synonymous. The North Carolina Utilities Commission is referred to herein as the "Commission".

Agreement

Electric service will be supplied under (a) the Company's standard form of application (service order) or contract, (b) the applicable rate schedule or schedules, and (c) these service regulations, except insofar as provision is otherwise made in any particular rate schedule or contract on file with and approved by the Commission. The Company shall not be required to supply service unless and until such agreement is executed by the Customer and the Company, it being understood an agreed that no promise, statement or representation by an agent, employee or other person shall be binding upon the Company unless same be in writing and attached to and made a part of the agreement.

If, during the term of agreement for furnishing electricity to a Customer, the Customer is unable to operate the facilities, in whole or in part, because of accident, act of God, fire, or strike of the Company's employees occurring at the location where electricity is supplied, the charge for electricity used during the period reasonably necessary to correct any such conditions will, in the discretion of the Company, be reasonably adjusted in accordance with all pertinent facts and conditions.

If a Customer is a natural disaster victim, the Company shall have the right to make certain adjustments to the charges for electricity assessed to the Customer. The Company may, at its own discretion, adjust or waive minimum charges, temporary service charges, service connection charges, or security deposits.

Agreement Personal

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

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Vacated Premises

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

Deposit

Since an accumulation of unpaid bills would tend toward higher rates for all Customers, the Company may require a deposit from any Customer who has not already previously established satisfactory credit before commencement of service, or at any subsequent time, require a deposit which shall be determined by the Company based upon historical usage of an existing facility or the anticipated usage of a new facility. The amount of deposit shall not exceed two-twelfths of the estimated charge for the service for the ensuing twelve months. The Company may require an increase or allow a decrease in said deposit if changes occur in the consumption of the Customer. Interest will be paid on deposits in accordance with the Rules and Regulations of the Commission. The status of all deposits will be monitored automatically by the Company's customer management system and any Customer's deposits will be refunded if said Customer has not been delinquent more than twice during the preceding year and has not been disconnected for non-payment during the preceding year. The Company may refund a deposit at any time and, when service is discontinued, shall endeavor to locate the Customer and refund the deposit, together with any accumulated interest, less any unpaid bills. However, the deposits shall cease to bear interest when service is discontinued and the Company has tendered or endeavored to tender to the Customer their original deposit plus interest.

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Customer's Wiring and Equipment

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

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

Prior to the installation of a Customer owned generator, the Customer shall be responsible for notifying the Company of its intent and shall allow the Company access to its premises to ensure proper installation which will prevent backfeeding to the Company's facilities. Company shall have the right to disconnect Customer's service until Customer's generator installation is in accordance with safe operating practices.

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Changes in Customer's Wiring and Equipment

The Customer shall not employ or utilize, without the written consent of the Company, any equipment, appliance or device, or permit the continuation of any condition, which tends to create any hazard or otherwise to affect adversely the Company's service to such Customer or to others. When polyphase electric service is used by any Customer, the Customer shall control the use of service so that the load will be maintained in reasonable electrical balance between the phases at the point of delivery. Customer shall at all times maintain a power factor at the point of delivery as nearly 100% as practicable; however, if Customer's power factor is found to be less than 85% the Company may elect to install primary metering and charge Customer on power furnished rather than power usage.

The Customer shall give the Company reasonable notice in writing of any anticipated increase in demand exceeding 20 kw or ten percent (10%) of former demand, whichever is greater, and stating the approximate excess and date required. Providing the Customer is in good standing with the Company, the Company will endeavor to provide additional capacity for any increase so requested by the Customer within ninety (90) days of said notice.

The Company will extend its facilities and change the point of delivery only when the investment required is warranted by the anticipated additional revenues that would equal or exceed the Company's cost of relocating or rearranging facilities in preceding sixty (60) months or when Customer pay aid in construction equal to the Company's cost and when such extension is permissible and feasible.

Access to Customer's Premises

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

Right of Way

The Customer shall at all times furnish the Company a satisfactory and lawful right of way over Customer's premises for the Company's lines and apparatus necessary or incidental to the furnishing of service, and shall also provide satisfactory outdoor locations for metering equipment.

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

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

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Distribution and Service Facilities

The Company's distribution and service facilities will be installed above ground on poles, towers, or other fixtures; unless underground facilities are requested by the Customer to be provided in accordance with the Company's Underground Installation Plan and Procedures and under the Extra Facilities Provisions. The Company's distribution and service facilities will only be installed in locations on the Customer's property that allow ready service truck access from roadways, drives, parking areas, stabilized yards, and the like. The Customer shall not undertake improvements that block access to Company facilities, including for reasons of equipment maintenance without first contacting the Company for review and approval. The Company reserves the right to serve all new residential developments and services underground in accordance with the Company's Underground Installation Plan and Procedures and under the Extra Facilities Provisions.

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Service connections will be made as follows:

- (1) Where both the Company's lines and the Customers' entrance conductors are above ground, and where the service agreement between the Company and the Customer is not to be made on one of the Company's long-form Electric Power Contracts:

The Company will extend its service conductors to the Customer's building, terminating them on the outside of the building at a location to be provided by the Customer and satisfactory to the Company for this purpose. The location must be of sufficient height to satisfy the requirements of the National Electric Safety Code and of applicable local codes, and the strength of the structure at the point of termination must be satisfactory to the Company.

The Customer shall install all meter bases, CT cabinets and related equipment according to the National Electrical Code, the Company's internal requirements, and all applicable local codes. Customer shall provide all meter bases for single phase and network services lower than 400 amps from approved manufacturers. Customer will purchase from Company the appropriate CT cabinet as per service design and the Company will provide the required CTs. The Company reserves the right to determine size of any CT or meter cabinet. The Company shall furnish meter bases and CTs for 400 amp single phase services, three phase services, and all services requiring transformer rated meters. The Company will make the necessary connections from its service conductors to the Customer's entrance conductors.

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- (2) Where both the Company's lines and the Customer's entrance conductors are below ground, or when one is above ground and the other is below ground, or where the size of the Customer's demand or any unusual character of the Customer's location requires the service agreement between the Company and the Customer to be made on one of the Company's long-form Electric Power Contracts, the Company will make the necessary connections from its service conductors to the Customer's entrance conductor as in Section (1) above if applicable, or as in Section (3) below if applicable. If neither Section (1) nor Section (3) is applicable, the connection shall be at a point to be agreed upon by the Company and the Customer.

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- (3) When, in the Company's opinion, a ground-type transformer is required to provide service the Company may require the Customer to provide suitable outdoor space on his premises to accommodate a ground-type transformer installation or substation.

When the incoming service is overhead and the Customer provides space for a ground-type substation transformer installation, the Company will erect a structure outside of and immediately adjacent to the fence surrounding such installation, and will connect to the Customer's entrance conductors at that point. The Company may require the Customer to provide main disconnecting switches at the point of connection, which switches shall control all of the Customer's load other than the fire pump circuit, if any. In the event the space agreed upon for such installation is adjacent to one or more of the Customer's building walls, the Company will connect to the Customer's entrance conductors on the outside of one of the walls.

- (4) With respect to any service, after a service connection has been made it may be changed by the Company upon request of the Customer, but the Customer must bear the expense of the change and it will not be made where it will interfere with or jeopardize the Company's service either to the Customer desiring the change or to any other Customer or Customers.

Ownership of Equipment

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

Attachment to Structures

No equipment or facilities owned by the Customer or others may be attached to poles, equipment, or other structures owned by the Company, except where such attachments are part of another utility system and are subject to the terms of a joint-use agreement, or, except where such attachment has been otherwise approved by the Company.

Meters

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

Location of Meter

Meters for all services shall be located out-of-doors on the Customer's structure at a place or point which is mutually acceptable to the Customer and the Company, and which meets all of the Company's requirements for reading, testing, and servicing accessibility, and for safety.

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Meter Test

Company will routinely test meters serving the premises of its Customers under the provisions provided for in the Rules and Regulations of the North Carolina Utilities Commission, R8-13.

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When the Customer requests a meter test in writing, Company will test the meter in the presence of the Customer and/or the Customer's selected expert if requested and provide the Customer a written test report showing all pertinent data. There will be no cost to the Customer providing it is the Customer's first request within the previous 12 months, in accordance with the Commission's rules.

Provided for in the Commission's rules (R8-14), if the Customer is requesting an additional test within 12 months of the initial test, the Customer must pay an advance deposit equal to the costs incurred by the Company in testing a meter. The amount deposited shall be refunded if the meter is found, when tested, to register more than 2% fast.

Company shall charge Customer \$30.00 for self-contained meters and \$50.00 for all other meters.

Inaccuracy of Meter

In case of the inaccuracy of a meter the Customer's bill for the period of such inaccuracy, not to exceed sixty (60) days just previous to the removal of such meter from service by the Company, shall be adjusted up or down as required to compensate for any meter inaccuracy exceeding an average of 2% slow or fast, respectively.

Overcharge or Undercharge

If the Company has willfully overcharged any Customer except through inaccuracy of a meter, the charges shall be adjusted as provided in G.S. 62-139 (b).

If the Company has inadvertently overcharged or undercharged a Customer as a result of a misapplied schedule, an error in meter reading, a skipped meter reading, or other human or machine error except meter inaccuracy, or if the Customer has bypassed or otherwise tampered with the meter, has otherwise acted in a fraudulent or willfully misleading manner, or has knowledge of being undercharged without notifying the Company, the Company shall adjust its charges to refund the overcharge or to recover the undercharge in accordance with Rule R8-44, North Carolina Public Utilities Laws and Regulations.

- (1) In the event of undercharge through Customer fraud, or overcharge, the entire amount of the undercharge or overcharge shall be collected or refunded respectively for the entire interval of such undercharge or overcharge, provided that the applicable statute of limitations is not exceeded. If the interval cannot be determined, then the 12-month period preceding the discovery of the billing error shall be used. If the usage and/or demand incurred during the interval cannot be determined, then an appropriate estimate of usage and/or demand shall be used.
- (2) In the event of undercharge through Company error, the amount of such undercharge shall be collected for the entire interval involved, not to exceed 150 days for a Customer having a demand of less than 50 kw, or 12 months for a Customer having a demand of more than 50 kw. If the interval cannot be determined, than an interval equal to the

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preceding limits shall be used. If the usage and/or demand incurred during the interval cannot be determined, then an appropriate estimate of usage and/or demand shall be used. The Customer shall be allowed to pay the deficient amount in equal installments added to the monthly bills, over the same number of billing periods which occurred during the interval of the deficiency.

Bills Due Where No Notice is Received

All meters are read monthly, and all bills are due and payable on the date of the bill, during regular business hours, at the office of the Company. Bills for residential service are past due and delinquent on the twenty-fifth (25th) day after the date of the bill. Bills for nonresidential service are past due and delinquent on the fifteenth (15th) day after the date of the bill. In the event the Company offers programs that allow for pre-payment of customer bills, payment guidelines will be determined by the pre-payment guidelines.

Failure to receive a statement will not entitle the Customer to any delay in paying the amount due beyond the date when the bill is due and payable.

The word "Month" as used herein, and as used in the rate schedules of the Company, shall be construed to mean the period of time between the regular meter readings by the Company. Readings are taken each month at approximately thirty (30) days.

Where Meter is Not Read

Where a meter for any reason is not read at the regular reading time the Company may calculate the amount of service used with reference to the Customer's normal consumption, and make any adjustment which may be necessary in the bill rendered when the meter is next read; or the Company may, in such event, render the Customer bill for the minimum charge, said charge to be credited to the Customer when the meter is read and bills computed for thirty (30) day intervals.

Offsets Against Bills

No claim of demand which the Customer may have against the Company shall be set off or counter-claimed against the payment of any sum of money due the Company by the Customer for services rendered; and all such sums shall be paid in accordance with the agreement regardless of such claim or demand.

Responsibility Beyond Delivery Point

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

Interference With Company Property

The Customer shall not interfere with, or alter, the Company's meters, seals, or other property, or permit the same to be done by others than the Company's authorized agent or employee. Damage caused or permitted by the Customer to said property shall be paid for by the Customer. When unauthorized use of electrical service is determined, the Company may disconnect service and the Consumer shall be required to pay for the estimated unauthorized usage, the cost of inspection, the cost of meter calibration, investigation, any unpaid account balance, and reconnection before service is restored.

Resale Service

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

Under no circumstances will the Company supply electricity for resale in competition with the Company.

Notwithstanding the foregoing, the Company will supply electricity for resale to lessors of a residential building or complex who comply with the provisions of North Carolina General Statute §62-110(h) and Chapter 22 of the Rules and Regulations of the North Carolina Utilities Commission.

Foreign Electricity

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

Service Interruptions

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

- (1) An emergency action due to an adverse condition or disturbance on the system of the Company, or on any other system directly or indirectly interconnected with it, which requires automatic or manual interruption of the supply of electricity to some Customers or areas in order to limit the extent or damage of the adverse condition or disturbance, or to expedite restoration of service, or to effect a reduction in service to compensate for an emergency condition on an interconnected system.

- (2) An Act of God, or the public enemy, or insurrection, riot, civil disorder, fire, or earthquake, or an order from Federal, State, Municipal, County or other public authority.

- (3) Making necessary adjustments to, changes in, or repairs on its lines, substations, and facilities, and in cases where, in its opinion, the continuance of service to Customer's premises would endanger persons or property.
- (4) It is expressly understood and agreed that the Company does not contract to furnish power for pumping water for extinguishing fires, and that in the event that the Consumer shall use said electric power, or any part thereof, for pumping water to be used for extinguishing fires, the Consumer shall, at all times, keep on hand, or otherwise provide for, an adequate reserve supply of water so that it shall not be necessary to pump water by means of said electric power during a fire; and it is expressly understood and agreed that the Company shall not, in any event, be liable to the Consumer, nor to any of the inhabitants of any municipal Consumer nor to any person, firm or corporation for any loss of injury of or to property or person by fire or fires occasioned by, or resulting directly or indirectly from the failure of any pump, pumping apparatus or appliances to operate, whether said failure shall be due to the act or omission of the Company or otherwise, it being the intention of the parties hereto that the Company shall not, in any event, be liable for any loss or damage occasioned by fire or fires which may be caused by or result from the failure of the Company to supply electric power to operate such or any pump or pumping apparatus or appliances.

Discontinuance of Service

The Company, subject to the rules of the Commission, shall have the right to suspend its service for repairs or other necessary work on its lines, or systems, or to suspend or discontinue its service for any of the following reasons:

- (1) For any misrepresentation as to the identity of the Consumer entering the contract for service.
- (2) For violation by the Customer of any terms or conditions of the agreement between the Company and the Customer, or violation of any of these service regulations which are part of said agreement.
- (3) For the reason that the Customer's use of the Company's service is detrimental to the service of other Customers.
- (4) For the reason that the Customer's use of the Company's service conflicts with, or violates orders, ordinances or laws of the State or any subdivision thereof, or of the Commission having regulatory powers.
- (5) For the reason that wiring, equipment, appliance or device is installed or in use on the Customer's premises, which permits the electricity to be used without passing through the Company's meter, or which prevents, or interferes with the measuring of the electricity by the Company's meter.
- (6) For the nonpayment of any bill, when due, for service rendered either at the existing location of the Customer or at any former location except: that an applicant for

residential service shall not be denied service for failure to pay such bills for classes of non-residential service.

- (7) Upon failure or refusal of the Customer to make, restore or increase his deposit as required.
- (8) For the reason that at the time of application, a member of the household or business at the premises for which the application is being made is indebted to the Company for service previously rendered in any area served by the Company, except that an applicant for residential service shall not be denied service for failure to pay outstanding bills for nonresidential service.
- (9) The Company reserves the right to discontinue the supply of electricity under any of the above conditions irrespective of any claims of any Customer pending against the Company, or any amounts of money or deposit with the Company. Whenever the supply of electricity is discontinued in accordance herewith, the Company shall not be liable for any damages, direct or indirect that may result from such discontinuance.

Removal of Equipment

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

Waiver of Default

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

Returned Payment Fee

When a check, electronic check, bank draft, debit card or credit card tendered for payment of a Customer's account, is subsequently returned by a financial institution due to a failure of the issuer's financial institution to honor the payment for good and sufficient reason, a fee will be charged to the Customer for each such returned payment. The Company, at its option for good cause, may refuse to accept a check, electronic check, debit card, or credit card tendered as payment on a Customer's account.

Reconnect Fee

When service has been disconnected for any reason except for repairs or other necessary work by the Company, the Customer shall pay the Company a reconnect charge prior to restoring electric service. The Company shall have the right to refuse to reconnect service at the same premises to any other applicant who resided with the former Customer on said premises until account of former Customer is paid in full.

Copies

Forms of application (service order) or contract, schedules of rates and copies of service regulations are available at the offices of the Company and will be furnished to the Customer on request.

Types of Service

The types of service supplied and the schedules applicable thereto are listed below. All referenced rate schedules are subject to applicable sales tax.

(1) Residential Service

Residential service will be supplied on Schedule R or G, whichever is applicable, according to Company's approved tariffs, to an individual residence or individually metered apartment unit. The Residential Service Schedules shall be applicable to only one meter serving an individual residence or an individual apartment unit; the General Service Schedule shall be applicable to any additional meters.

Out buildings, water pumps, and other uses, which form a part of the general living establishment on the same property, may be connected to the residential service meter, or they may be separately metered; such separately metered uses shall be served on the General Service Schedule.

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

Individual meters shall be installed by the Company for each individual residence, housekeeping apartment, or housekeeping unit.

(2) Professional Offices or Business Activities in Residences

The supply of service under a Residential Schedule to a residence involving some business, professional or other gainful activity will be permitted only where the energy used in connection with such activity is less than 15% of the total use and is used only by equipment which would normally be in use if the space were used entirely as living quarters.

Where a portion of a residence is used regularly for business, professional or other gainful activities, and more than 15% of the total use is for other than domestic purposes, or electrical equipment not normally used in living quarters is installed in connection with such activities referred to above, the entire premises shall be classified as nonresidential and the General Service Schedule shall be applied.

The Customer may provide separate circuits so that the residential uses can be metered and billed separately under a Residential Service Schedule and the other uses under the General Service Schedule.

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Hall/common area lighting, outdoor lighting, and other general electric use in an apartment building will be classified as General Service and metered and bill under the General Service Schedule, while the individual apartments will be metered and billed separately under a Residential Schedule.

(3) General Service

The Commercial General Service Schedule G and Commercial Demand Service Schedule GL are available to the individual Customer for any purpose other than those excluded by the availability paragraph of the schedule and shall be applied to the following:

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

(4) Appalachian State University Campus Service

Service under the Appalachian State University Schedule A is available to the University at the available primary or secondary voltages, in accordance with the individual load requirements, served from a University designated substation at Commission approved tariffs. University services located within the general community shall be charged on the appropriate General Service Schedule.

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 ¶ The Commercial Demand High Load Factor Service Schedule is available to Customers fitting the General Service Schedule criteria and have demands greater than 30 KW and a Load Factor greater than 65%. ¶
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(5) Outdoor Lighting Service

- (a) Availability This service is available to all Customers of the Company to be used to light outdoor areas, private streets and driveways. The lighting units may be mercury vapor, sodium vapor or metal halide bracket mounted on Company owned poles.
- (b) Service Company shall provide all materials and install, operate, maintain, and provide energy required for illumination of the lighting units from dusk to dawn. These existing non-LED lights will be maintained unless there is a failure of the lighting fixture and the fixture is no longer available or the Customer requests to change to LED lighting. At that point, the replacement lighting shall be LED and charged at fees identified in Schedule "LEDL".

Monthly charge per fixture identified by Schedule "OL" Tariff approved by Commission.

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(6) LED Lighting Service

- (a) Availability This service is available to all Customers of the Company to be used to light outdoor areas, private streets and driveways.
- (b) Service Company shall provide all materials and install, operate, maintain, and provide energy required for illumination of the lighting units from dusk to dawn. The Company will offer LED lamps installed on wooden poles or decorative fiberglass poles at the monthly rate approved by the North Carolina Utilities Commission. Monthly charge per fixture identified by Schedule "LEDL" Tariff approved by Commission.

(7) Breakdown and Standby Service

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

(8) Temporary Service

Overhead construction for temporary services is standard practice. If underground service is requested, the Customer shall pay in advance to the Company an aid in construction equal to the differential cost between the underground construction cost and the Company's standard overhead construction cost. Temporary Service for construction of buildings or other establishments which will receive, upon completion, permanent electric service from the Company's lines will be provided under the General Service Schedule. Temporary Service for other projects, such as crushers, asphalt plants, carnivals, fairs, and other non-permanent installations will be provided on the applicable rate schedule where the Customer agrees to pay the actual cost of connection and disconnection. The cost shall include payroll, transportation, and miscellaneous expense for both erection and dismantling of the temporary facilities, plus the cost of material used, less the salvage value of the material removed. A deposit may be required equal to the estimated cost of connection and disconnection plus the estimated billing on the General Service Schedule for the period involved, said deposit to be returned if the contract period is fulfilled.

Extra Facilities

At the request of the Customer the Company will furnish, install, own, and maintain facilities which are in addition to those necessary for delivery of service at one point, through one meter, and at one voltage within the applicable rate schedule. Such added facilities requested by the Customer shall be termed "Extra Facilities" and subject to additional charges. The Extra Facilities charge shall be determined by the Company using current cost data. Customer shall contract with Company for payment of Extra Facilities charges in advance of installation.

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- (1) Service shall be used solely by the contracting Customer in a single enterprise and there shall be no exemption from any of the other provisions of these Service Regulations.
- (2) "Extra Facilities" shall consist of such of the following as may be required: voltage regulators, circuit breakers, switches, capacitors, duplicate service, transformers, substations, connecting lines, off-site facilities or other equipment installed for the exclusive use of the contracting Customer, other than facilities which the Company would furnish to the Customer without cost under its standard form of contract.
- (3) The "installed cost of extra facilities" shall be the original cost of material used, including spare equipment, if any, plus applicable labor, transportation, stores, tax, engineering and general expenses, all estimated if not known.
- (4) The facility to be supplied shall be Company standard transmission and/or distribution equipment to be installed only on the Company side of the point of delivery.
- (5) A single service entrance, located by the Company, per building shall be considered standard. Relocation of the service entrance or multiple service entrances to the building at the Customer's request shall be considered "extra facilities". The Customer shall pay the Company all additional costs in excess to the initial service entrance designed by Company.
- (6) The Company shall have the option of refusing requests for extra facilities if, on its own determination, the requested facilities are not feasible, or may adversely affect the Company's service to other Customers.

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UNDERGROUND DISTRIBUTION INSTALLATION PLAN AND PROCEDURES

Availability

The Company's electric main distribution and service facilities are installed above ground on utility poles or other fixtures. Residential customers in new developments with no electric infrastructure will typically be installed underground. At the request of an owner (including builders, developers, contractors and Customers), the Company will install, own and maintain underground facilities for non-residential customers under the terms and conditions of the plan.

The Company shall design the most efficient and cost effective system to meet the Customer's needs based on sound engineering practices and in reliance upon information provided by the Customer and shall base the Company's cost calculation on this design.

At the determination of the Company, in those areas where it is not physically or economically feasible or practical to place or replace facilities above ground due to structural or geographical congestion or load density, the Company may place its facilities underground at its own option and expense.

SERVICES

(1) Secondary Services

- (a) At the request of the Customer, the Company shall install, own and maintain underground facilities for service to residential and general service Customers having requirements limited to single phase and network with voltages of 120/240 or 120/208 or three phase 120/208 also having a capacity of 400 amps or less served by a single meter.
- (b) At the request of the Customer, the Company shall install, own and maintain underground facilities for services to multiple unit buildings where meter centers are ganged and to general service Customers requiring single phase service with capacity exceeding 400 amps and those requiring three phase service.

(2) Primary Service

At the request of the Customer the Company shall install, own and maintain primary distribution facilities from the existing overhead distribution facilities to the Customer's transformer. Primary services require a transformer pad which shall be installed by the Customer in accordance with the Company's engineering design. The Company's design shall consider the transformer size and weight, soil composition, and Customer's requirements. The Customer may be required to provide the Company a nonrefundable deposit equal to the difference of the estimated cost of underground construction versus standard overhead construction cost.

(3) General Provisions All non-residential Customers requesting underground service shall be required to comply with the underground general provisions identified as follows:

- (a) Customer shall provide all trenching and backfill for the installation of secondary and primary services. Trench dimensions for secondary And primary shall be At a minimum in accordance with the National Electric Safety Code or greater if deemed appropriate by the Company Backfill shall be free from roots, debris or

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other objectionable material, or stones exceeding six inches in the largest dimension.

- (b) All underground services are required to be installed in conduit. The Company shall design the service entrance at which time the required conduit shall be identified and provided by the Company. Customer shall reimburse the Company by an aid in construction.
- (c) Customer shall be responsible for any charges incurred by breaking and replacing of pavement, sidewalk or curbing; and the repair and relocation of fuel tanks, septic tanks, or other utility lines necessary to facilitate the Customer's desired installation.
- (d) Customer shall be responsible for the removal and replanting of any shrubs, and reseeding or resodding of any disturbed ground.
- (e) The Company will replace existing overhead facilities with underground facilities by agreement with Customer requesting same provided that Customer renders a nonrefundable cash contribution prior to the commencement of construction equal to the estimated installed cost of the underground facilities, plus the removal cost, less the salvage value of the overhead facilities.
- (f) The Customer may request the Company to open and close trench for underground facilities. Company shall provide customer a pre-installation estimate and Customer shall reimburse Company on actual cost basis.
- (g) NRLP will install services to proposed facilities approved for construction. If the landowner or developer requesting underground services to partials for future development shall be required to pay Company's estimated cost as a nonrefundable deposit prior to installation.
- (h) Whereas deposits are normally made prior to facility installation, Customer's cost identified herein are considered aid in construction and payable prior to energizing the facility unless otherwise so stated. Company shall require aid in construction from Customer when the cost of the Customer's requested facilities exceed the cost of the Company's standard operating practices.

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