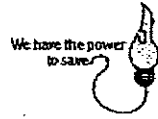


*Block Island Power Company*

P.O. BOX 518 - BLOCK ISLAND, RI 02807  
(401) 466-5851 FAX (401) 466-5068



# OLD TARIFFS

BLOCK ISLAND POWER COMPANY  
Block Island, Rhode Island

R.I. PUC No. 3655  
Sheet No. 1  
Canceling R.I. PUC No. 1998  
Effective: June 1, 2005

## RESIDENTIAL SERVICE

### RATE "R"

#### AVAILABILITY

Available only for low voltage service where the use is predominately for residential purposes.

Available in individual residences and in individually metered dwelling units in multifamily dwellings.

Available in churches and adjacent buildings operated in connection therewith.

Available only if Customer takes his entire electric energy requirements from the Company.

Not available if customer makes use of auxiliary generating equipment in lieu of service available from the Company.

Not available for residential premises in which three (3) or more rooms are available for hire.

Not available to any customer whose 15-minute interval metered demand is found to exceed eight (8) kilowatts at any time during the period June 1 through September 30 of any year.

Not available for temporary, auxiliary or emergency service.

Not available to Residential Customers using more than 2,500 kilowatt-hours in any calendar month or more than 20,000 kilowatt-hours in any year. Customers for whom usage in excess of these limits is recorded will be served under the Company's Demand Metered General Service rate schedule, Rate "D".

#### MONTHLY RATE

The Monthly rate for service will be the sum of the following four charges for each month:

	For Service During the months of <u>June – September</u>	For Service During the months of <u>October – May</u>
1. Customer Charge	\$11.00 per month	\$11.00 per month
2. System Charge	\$20.00 per month	None
3. Energy Charge	21.32¢ per kWh	8.09¢ per kWh
4. Fuel Adjustment Charge	As determined in accordance with Rider "FAC"	

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Block Island, Rhode Island

R.I. PUC No. 3655  
Sheet No. 2  
Canceling R.I. PUC No. 1998  
Effective: June 1, 2005

#### APPLICATION OF SYSTEM CHARGE

The System Charge will be applied in each summer billing month (June through September) to each customer whose kilowatt-hour (kWh) use in the billing month exceeds two (2) times the customer's Average Kilowatt-Hour Use in the preceding eight (8) winter billing months (October through May). Average Kilowatt-Hour Use for the preceding winter billing months is computed by dividing the aggregate use for each customer during the most recent October - May billing months by eight (8). The denominator of eight (8) is used irrespective of the number of months in which the customer received electric service or for which the customer was billed during that period.

#### RIDER "FAC" - FUEL ADJUSTMENT CHARGE

Charges for fuel costs computed in accordance with the provisions of the Fuel Adjustment Charge Rider "FAC", combined with the other charges under the provisions of this schedule constitute the total charge for service.

#### GENERAL TERMS AND CONDITIONS

This schedule is subject in all respects to the Company's "Terms and Conditions" for furnishing electric service.

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Block Island, Rhode Island

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## GENERAL SERVICE

### RATE "G"

#### AVAILABILITY

Available for all uses of electric service at secondary voltage levels except where Customer electric devices (or groups of electric devices which start together) have a starting load in excess of 15 KVA.

Available only if Customer takes his entire electric energy requirements from the Company.

Not available if customer makes use of auxiliary generating equipment in lieu of service available from the Company.

Not available for temporary, auxiliary or emergency service.

Not available to customers having metered demands in excess of eight (8.0) kW or energy use for a twelve-month period in excess of 20,000 kWh. Customers for whom usage in excess of these limits is recorded will be served under the Company's Demand Metered General Service rate schedule, Rate "D".

#### MONTHLY RATE

The Monthly rate for service will be the sum of the following five (5) charges for each month:

	For Service During the months of <u>June – September</u>	For Service During the months of <u>October – May</u>
1. Customer Charge	\$11.00 per month	\$11.00 per month
2. System Charge	\$37.50 per month	None
3. Energy Charge	23.57¢ per kWh	10.71¢ per kWh
4. Fuel Adjustment Charge	As determined in accordance with Rider "FAC"	

#### APPLICATION OF SYSTEM CHARGE

The System Charge will be applied in each summer billing month (June through September) to each customer whose kilowatt-hour (kWh) use in the billing month exceeds two (2) times the customer's Average Kilowatt-Hour Use in the preceding eight (8) winter billing months (October through May). Average Kilowatt-Hour Use for the preceding winter billing months is computed by dividing the aggregate use for each customer during the most recent October – May billing months by eight (8). The denominator

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of eight (8) is used irrespective of the number of months in which the customer received electric service or for which the customer was billed during that period.

**RIDER "FAC" – FUEL ADJUSTMENT CHARGE**

Charges for fuel costs computed in accordance with the provision of the Fuel Adjustment Charge – Rider "FAC", combined with the other charges under the provisions of this schedule constitute the total charge for service.

**GENERAL TERMS AND CONDITIONS**

This schedule is subject in all respects to the Company's "Terms and Conditions" for furnishing electric service.

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Block Island, Rhode Island

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## DEMAND-METERED GENERAL SERVICE

### RATE "D"

#### AVAILABILITY

Available for all uses of electric service at secondary voltage levels except where Customer electric devices (or groups of electric devices which start together) have a starting load in excess of 15 KVA.

Available for auxiliary or emergency service.

Not available to any customer whose monthly metered demands fail to exceed 4.0 kW for any month within a twenty-four (24) month period.

#### MONTHLY RATE

The Monthly rate for service will be the sum of the following five (5) charges for each month:

	For Service During the months of <u>June – September</u>	For Service During the months of <u>October – May</u>
1. Customer Charge	\$16.50 per month	\$16.50 per month
2. Demand Charge	\$17.40 per kW	\$5.80 per kW
3. Energy Charge	19.42¢ per kWh	9.69¢ per kWh
4. Fuel Adjustment Charge	As determined in accordance with Rider "FAC"	

#### RIDER "FAC" - FUEL ADJUSTMENT CHARGE

Charges for fuel costs computed in accordance with the provisions of the Fuel Adjustment Charge – Rider "FAC", combined with the other charges under the provisions of this schedule constitute the total charge for service.

#### GENERAL TERMS AND CONDITIONS

This schedule is subject in all respects to the Company's "Terms and Conditions" for furnishing electric service.

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Block Island, Rhode Island

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## PUBLIC AUTHORITY SERVICE

### RATE "P"

#### AVAILABILITY

Available for uses of electric service by a Public Authority Customer at secondary voltage levels except where Customer electric devices (or groups of electric devices which start together) have a starting load in excess of 15 KVA.

Available only if Customer takes his entire electric energy requirements from the Company.

Available only for metered service.

Not available if customer makes use of auxiliary generating equipment in lieu of service available from the Company.

Not available for temporary, auxiliary or emergency service.

#### MONTHLY RATE

The Monthly rate for service will be the sum of the following five (5) charges for each month:

	For Service During the months of <u>June – September</u>	For Service During the months of <u>October – May</u>
1. Customer Charge		
a. Non-Demand	\$11.00 per month	\$11.00 per month
b. Demand Metered	\$16.50 per month	\$16.50 per month
2. Demand Charges	\$16.50 per kW	\$5.50 per kW
3. Energy Charge		
a. Non-Demand	21.55¢ per kWh	10.78¢ per kWh
b. Demand-Metered	17.39¢ per kWh	8.69¢ per kWh
4. System Charge	\$37.50 per month	None
5. Fuel Adjustment Charge	As determined in accordance with Rider "FAC"	

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#### APPLICATION OF SYSTEM CHARGE

The System Charge will be applied in each summer billing month (June through September) to each Non-Demand customer whose kilowatt-hour (kWh) use in the billing month exceeds two (2) times the customer's Average Kilowatt-Hour Use in the preceding eight (8) winter billing months (October through May). Average Kilowatt-Hour Use for the preceding winter billing months is computed by dividing the aggregate use for each customer during the most recent October - May billing months by eight (8). The denominator of eight (8) is used irrespective of the number of months in which the customer received electric service or for which the customer was billed during that period. The System Charge is not applicable to Demand-Metered customers.

#### APPLICATION OF DEMAND CHARGE

The Demand Charge will be applied to each customer having demand metering installed by, or for, the Company, for whom at least one metered demand in excess of eight (8.0) kW has been recorded within the most recent 24 months. Demand metering equipment will be installed for any customer whose energy use for a consecutive twelve-month period in excess of 20,000 kWh. Customers for whom usage in excess of (8.0) kW during any 15-minute interval exceeds eight kW (8.0) or for whom metered annual kWh use exceeds 20,000 kWh will be transferred to demand billing status.

#### RIDER "FAC" - FUEL ADJUSTMENT CHARGE

Charges for fuel costs computed in accordance with the provisions of the Fuel Adjustment Charge-Rider "FAC", combined with the other charges under the provisions of this schedule constitute the total charge for service.

#### GENERAL TERMS AND CONDITIONS

This schedule is subject in all respects to the Company's "Terms and Conditions" for furnishing electric service.



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## STREET LIGHTING SERVICE

### RATE "S"

#### AVAILABILITY

Available for all street lighting and pole-mounted flood lighting purposes on the Company's existing distribution lines suitable for supplying the service requested. The Company will furnish, maintain, and operate mercury vapor lamps of 6000 mean lumens.

Available for the supply of lighting from dusk to dawn using suitable control apparatus furnished, maintained, and operated by the Company.

Available only for installations which use transformers and circuits energized for Residential, Commercial, Public Authority, or other non-lighting purposes.

Not available for a newly installed street lighting fixture on an existing Company-owned pole supplied from an existing secondary circuit where no street lighting fixture(s) is currently installed.

#### MONTHLY RATE

Where street lighting fixtures are mounted on wood poles and supplied by overhead type construction of circuits:

<u>Mercury Vapor Lamps</u>	<u>Monthly Charge</u>
6000 mean lumen	\$15.45

#### BILLING

Charges for use will be billed monthly based on the number of lamps installed.

#### TERMS OF CONTRACT

Two years and thereafter until canceled by one year's written notice.

#### GENERAL TERMS AND CONDITIONS

This schedule is subject in all respects to the Company's "Terms and Conditions" for furnishing electric service.

BLOCK ISLAND POWER COMPANY  
Block Island, Rhode Island

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Sheet No. 1  
Effective: June 1, 2005

## FUEL ADJUSTMENT CLAUSE RIDER

### RATE "FAC"

#### FUEL ADJUSTMENT CHARGE

The fuel adjustment charge will be calculated each month to cover the cost of financing fuel and urea inventories, transportation costs, as well as to cover the cost of fuel and urea usage in the following manner.

##### FUEL AND UREA FINANCING COST:

The beginning inventory value (fuel and urea) of the month being calculated will be multiplied times the prime rate (beginning of the month) plus 0.5% then divided by 12 (months) to arrive at the appropriate financing cost. This financing cost will then be divided by .96 to reflect the cost of gross receipt tax (GRT).

##### FUEL AND UREA USAGE EXPENSE:

The total number of gallons used of fuel for the month being calculated will be multiplied times the "weighted" cost of the fuel used and the related transportation cost (i.e. ferry, truck, driver, etc.) required for delivering the fuel to the Island. This calculated fuel cost will then be divided by .96 to provide for GRT.

The same calculation will be completed for the urea usage costs. The total number of gallons used of urea for the month being calculated will be multiplied times the "weighted" cost of the urea used and the related transportation cost required for delivering the urea to the Island. This calculated urea cost will then be divided by .96 to provide for GRT.

##### IRP AND DSM FUND:

There is a surcharge of 1.00¢ per kWh for Demand Side Management (DSM) and Intergrated Resource Planning (IRP) purposes for a period of 3 years from the effective date of this tariff. These funds shall be reserved for DSM and IRP purposes and accounted for separately by BIPCo. BIPCo shall have no obligation to perform any DSM or IRP programs for which funding is not available from this reserve. The funds shall be collected on kWh consumption in June, July, August and September of each year through the fuel surcharge (FAC). This calculated IRP and DSM fund will then be divided by .96 to provide for GRT.

##### FAC FACTOR:

The combined financing cost and usage costs for fuel and urea along with the IRP and DSM funding will then be divided by the kWh sales for the same month to arrive at a FAC factor to be applied to all kWh sales for that month.

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Block Island, Rhode Island

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Effective: June 1, 2005

**APPROVAL:**

The FAC factor will be submitted to the Division of Public Utilities and Carriers for review and approval before billing to the customers.

**GENERAL TERMS AND CONDITIONS**

This schedule is subject in all respects to the Company's "Terms and Conditions" for furnishing electric service.

BLOCK ISLAND POWER COMPANY  
 FUEL/UREA ADJUSTMENT WORKSHEET

	FUEL	IRP & DSM Funding	UREA
Calculation for the month of			
Financing Cost:			
Inventory quantity, beginning			
Value of beginning inventory (a)			
Prime rate ___ plus .5% (b)			
Financing Cost (a) x (b) / 12			
Fuel Expense and Sales:			
Number of gallons used (c)			
Weighted cost per gallon (d)			
Fuel/Urea Expense (c) x (d) / .96 (e1)			
IRP & DSM Funding 1.00¢ x (h) / .96 (e2)			
Financing cost from above / .96 (f)			
Total Fuel and Urea cost (e) + (f) (g)			
Sales for the month (kWh) (h)			
Fuel, Urea & IRP/DSM adj. factor (i)			

TOTAL FAC

## BLOCK ISLAND POWER COMPANY

### TERMS AND CONDITIONS

The Block Island Power Company shall furnish electric service under its rate schedules and these Terms and Conditions as approved from time to time by the Public Utilities Commission of the State of Rhode Island. These Terms and Conditions shall govern all electric service provided by the Block Island Power Company, except as specifically modified in rate schedules or written contracts. Copies of these Terms and Conditions and the Company's rate schedules are available at the Company's offices during normal business hours.

#### A. Definitions

When used in the Company's rate schedules and/or these Terms and Conditions, the following terms shall have the meanings as set forth below:

“**Company**” shall mean the Block Island Power Company.

“**Commission**” shall mean the Public Utilities Commission of the State of Rhode Island.

“**Applicant**” shall mean any person, partnership, association, corporation or other entity applying, on a prospective basis, for electric service from the Company or an electric service connection and to any present Customer who applies for a modification of existing electric service or facilities.

“**Application for Service**” shall mean the written form, provided by the Company and complete by a Customer or prospective Customer, requesting information relating to the Applicant's requirements for electric service, an electric service connection, and/or any modification in the electric service or facilities that the Company provides.

“**Billing Month**” shall mean the period between any two (2) regular readings of the Company's meters, at intervals of approximately thirty (30) days.

“**Customer**” shall mean any person, partnership, association, corporation or other entity lawfully receiving electric service from the Company or having a lawful electric service connection to the Company's electric distribution system. This definition shall apply separately to each metered facility and service connection.

“**Customer Equipment**” shall mean such wiring, equipment, apparatus, appurtenances, and electric energy consuming devices used or available for use on the Customer's premises.

“**Delivery Point**” shall mean the meter socket provided by the Company, which shall be installed by the Customer, or at the Customer's expense, at the location designated by the Company and shall be deemed to be the point at which electric service is provided to the Customer.

“Demand” shall mean the rate of use of electric energy as determined in accordance with the Customer's service classification or separate written contract and, as appropriate, measured by a fifteen-minute interval demand meter provided by the Company.

“General Service Customer” shall mean any Customer subject to billing under the terms of the Company's General Service Rate Schedules, either Rate “G” or Rate “D”, as applicable.

“kWh” or “kilowatt-hour” shall mean the unit of measurement of electric energy use equal to the use of one thousand (1,000) watts for one hour.

“KVA” or “kilovolt-ampere” shall mean a unit of measurement of the rate of use of electric energy which determines the electric system capacity required.

“Non-Residential Customer” shall mean any Customer subject to billing under the terms of any of the Company's electric service rate schedules, other than the Company's Residential Service Rate Schedule, Rate “R”.

“Public Authority Customer” shall mean a Customer subject to billing under the terms of the Company's Public Authority Service Rate Schedule, Rate “P”.

“Residential Customer” shall mean a Customer subject to billing under the terms of the Company's Residential Service Rate Schedule, Rate “R”.

“Streetlighting Service Customer” shall mean a Customer subject to billing under the terms of the Company's Streetlighting Service Rate Schedule, Rate “S”.

“Temporary Service Connection” shall include electric service connections used for construction purposes, regardless of duration, and any service connection the duration of which, in the judgment of the Company, is not of a permanent nature. Electric Service through a Temporary Service Connection will be billed under the Company's General Service Rate Schedules, either Rate “G” or Rate “D” as applicable.

Throughout these Terms and Conditions references to the male gender shall be equally applicable to the female gender, as appropriate.

## **B. Application for Service**

### **1. Application for Service must:**

- a) be made in writing on the form provided by the Company for such Applications;
- b) be made for all new electric services, new electric service connections, and modifications in existing electric service requirements or facilities;
- c) be made by the owner of the premises or his duly authorized agent; and

- d) contain the information necessary to determine the type of electric service desired and the conditions under which the service will be provided.
- e) be delivered to the Company's business office, or mailed to:

Block Island Power Company  
P. O. Box 518  
Block Island, Rhode Island 02807

- 2. If the Applicant is not the owner of the premises, the Company may, in its discretion, require the Applicant to:
  - a) provide satisfactory written evidence that he has authority to occupy and/or use the premises, and
  - b) establish credit-worthiness satisfactory to the Company. Credit-worthiness may be established through the making and maintaining of an appropriate Customer Deposit as set forth in these Terms and Conditions.

**C. Availability of Service**

The Block Island Power Company provides alternating current at 60 cycles through a radial system throughout the Company's service territory. Voltage, phase characteristics, and method of serving depend upon load and location. Applicants, Customers, and their agents or contractors should consult with the Company prior to purchasing equipment, making power installations or making changes to existing power installations.

- 1. Within a reasonable period of time after receipt of an Application for Service, the Company will furnish the Applicant such information with respect to the electric service as to the Delivery Point and the characteristics of the service which is or will be available at the Delivery Point. Thereafter, the Company shall require reasonable time to determine the Applicant's compliance with these Terms and Conditions and to assemble and install the required service facilities.
- 2. Special terms and rates for furnishing electric service may be established, subject to Commission approval, when the conditions of use or other circumstances render it inequitable to the Company and/or its other Customers for the Company to provide such service under an established rate schedule. Such conditions include, but are not limited to, abnormal load factor, power factor, size and fluctuations in demands. In such circumstances, the Company will require a written contract with special guarantees from Applicants whose unusual load or service characteristics would require excessive investment in facilities or whose requirements for service are of a special nature.

**D. Company's Right to Modify or Reject Applications for Service**

- 1. The Company reserves the right to reject any Application for Service made by, or for the benefit of, a former Customer who is indebted to the Company for electric service previously furnished to him, or for his benefit.

2. The Company may (a) refuse electric service to any Applicant, b) modify the terms of any Application for Service, or (c) terminate service to any Customer, whose customer-owned equipment or electric load, or service characteristics will, in the sole judgment of the Company, injuriously affect the operation of the Company's electric system or its service to other Customers.

#### **E. Service Connections**

The Company will furnish a meter or meters for each Customer and will, subject to compliance with these Terms and Conditions and applicable codes and regulations, connect its distribution lines with the Customer's service connection equipment. All Customer service connection equipment, including all wiring, equipment, meter board, fuse box or disconnect panel, service switch, and appurtenances shall be furnished by the Customer, at his expense, and shall be installed in accordance with the most recent edition of the National Electrical Code and maintained in an approved location, readily accessible at all times to employees of the Company.

Where high voltage service is provided, the Customer, at his expense and in a manner satisfactory to the Company, shall furnish, install, and maintain on his premises such switches, transformers, regulators, and other Customer Equipment as the Company may deem necessary to complete the service connection.

An Applicant, or Customer, may obtain an underground service connection from overhead wires only by installing, maintaining, and relocating, as required, the underground service connections at his own expense. All underground systems installed henceforth shall be a direct burial system with conduit, messenger, pad mount vaults, and hand holds every two hundred (200) feet. All underground wires will be laid on a base of no less than three (3) inches of sand and covered by no less than three (3) inches of sand. All work must be completed in compliance with applicable sections of the Rhode Island general laws.

In the event that the Company is required by any public authority to replace existing overhead distribution wires, equipment and/or services underground or to relocate any poles or feeders by which a Customer is served, the Customer shall change, at his own expense, the Point of Delivery to a new point, as designated by the Company.

#### **F. Temporary Service Connection**

The Company will not install a Temporary Service Connection attached directly to any mobile equipment. If Temporary Service is provided, the Customer shall pay the Company a Contribution-In-Aid-of-Construction, in an amount equal to the estimated cost of furnishing and installing the Company-supplied temporary connection facilities and the cost of removing and/or abandoning those temporary facilities, less the estimated salvage value of the materials returned to the Company at the end of the temporary service. The Contribution-in-Aid-of-Construction and any Customer deposit shall be paid, in full, prior to the commencement of activities to make the Temporary Service Connection.

#### **G. Condition of Customer Equipment**

All Customer Equipment, including all wiring, equipment, apparatus and appurtenances supplied, installed, or furnished by a Customer shall conform to the Company's requirements under these Terms and Conditions and shall at all times conform to the requirements and regulations of applicable national, state, and



local codes. The Company may refuse to commence service or may terminate service if the condition of any Customer Equipment, on the premises to be served, or being served, are not installed and maintained in accordance with the standards required by any federal, state, or local governmental authority and these Terms and Conditions.

#### **H. Company's Right to Inspect Customer Equipment**

The Company reserves the right to inspect and approve the installation of all Customer Equipment on Customer premises served, or to be served, which uses or may use the Company's electric service. If wiring permits and/or inspection certificates are issued by local authorities, the Company will not supply service until such permits or certificates have been received by the Customer. The Company shall be under no obligation, however, to perform any inspection to ascertain compliance of any Customer Equipment with the national, state and local codes or these Terms and Conditions.

#### **I. Company's Right to Enter Customer Premises**

The Company, through its duly authorized and properly identified employees, has the right to enter the premises of a Customer at all reasonable hours for the following purposes:

1. Making such inspections of Customer Equipment as may be necessary for proper application of the Company's rates and these Terms and Conditions;
2. Installing, removing, testing, or replacing the Company's property, including meters, equipment, apparatus, and appurtenances as may be reasonably required to maintain the Company's property and the Customer's service;
3. Reading meter(s); and
4. In the event of a termination of service, removal of any and/or all Company property, including meters, equipment, apparatus and appurtenances.

#### **J. Customer Deposits**

1. **Residential Customers** - Customer Deposits from Residential Customers shall be assessed in accordance with the rules prescribing standards for electric utilities promulgated by the Rhode Island Division of Public Utilities and Carriers. Therefore, the Company hereby incorporates, by reference, the terms of the rules prescribing standards for electric utilities promulgated by the Rhode Island Division of Public Utilities and Carriers as part of these Terms and Conditions with respect to its Residential Customers.
2. **Non-Residential Customers** - The Company reserves the right to require a Customer to make cash Customer Deposit with the Company of an amount not to exceed an amount equivalent to the aggregate of the Customer's two greatest bills for electric service during the prior calendar year. In the case of an Applicant, the Company shall use its best estimate of an amount equivalent to the two greatest bills which the Applicant may incur as a Customer over the next

succeeding twelve calendar months, using the load and service characteristics anticipated in that period. Thereafter, the Company may increase the required amount of any Customer Deposit once each calendar year to an amount not to exceed the aggregate of the Customer's two greatest monthly bills rendered within the most recent twelve month period.

3. Customer Deposits are obtained by the Company to assure payment of bills for service provided by the Company. Customer deposits only represent security for amounts due to the Company for electric service and other claims against the Customer and do not represent payment for services or of claims by the Company. The Company, in its sole discretion, may return to the Customer any amount held by it as a part of a Customer Deposit where the Customer has established satisfactory credit.
4. All Non-Residential Customer Deposits shall be deposited in an interest bearing account and interest earned from the date of deposit until return to the Customer or, upon the Termination of Service, the date credited against any amounts due and payable to the Company.

#### **K. Rates for Electric Service**

On the Application for Service, the Applicant shall identify the rate schedule under which the Applicant seeks to receive the requested service. The Company will review the Applicant's request, and render an initial determination regarding whether the Applicant qualifies for service under the rate requested. If the Company determines that the Applicant does not qualify for service under the rate schedule designated by the Applicant, the Applicant must request service under another rate schedule. The Company does not guarantee that any Customer will be served under the most favorable rate schedule available to the Customer. Furthermore, the Company does not assume responsibility, either at the time of the initial service application or at any subsequent point in time, for identification of the most favorable rate schedule for the Customer. The Company will not refund any difference between the charges assessed to a Customer under the rate schedule under which the Customer is billed and the charges the Customer would have been assessed under another rate schedule for which the Customer qualifies.

Copies of the Company's currently applicable rate schedules are available for inspection upon request at the Company's office.

#### **L. Billing**

Each Customer's meter will be read at regular intervals and bills will be rendered on a monthly basis or periodically in accordance with the terms of the applicable rate schedule. Bills will be rendered as soon as practical after determination of their amount and shall be due when presented or at such later date as may be indicated on the bill. Bills are payable at the Company's office or to any authorized collector or agency. Bills shall be deemed presented when 1) delivered to the Customer personally, 2) mailed to him at the premises where service is provided or the last known address of the customer, or 3) left at either of such places.

Bills, in general, will be based upon meter readings, but bills will be adjusted to compensate for errors in meter registration and meter reading and the application of rate schedules to intervals of greater or less than a month. In the event of a stoppage or failure of a meter to register, the Customer will be billed for such period on

estimated consumption and demand, where applicable, based upon his use of electric energy and demand, where applicable, in a similar period of like use or on the basis of check meter readings, if available and accurate. Adjustments shall be limited to the Customer last served at that particular delivery point.

**M. Late Payment Charge**

Bills are due and payable on the date presented, or if a later due date is indicated on the bill, the date indicated on the bill. All payments received are applied first to the payment of late charges and then to payments for electric service. The date of payment is the date payment is received at the Company's offices or by any authorized collector or agency. If a bill is not paid within twenty (20) days after the billing date or the due date, as indicated on the bill, whichever is later, a late payment charge will be added to the bill. When the twenty (20) days for payment expire on a holiday, or on a Saturday or Sunday, the payment period is extended through the next business day.

The late charge is equal to one and one-half (1½) percent of the amount of the bill after the first non-payment period. If the amount due, including the late charge, is not paid within twenty days of the next billing date, an additional late charge equal to one and one-half (1½) percent of the original amount is charged after the second non-payment period. If the original amount remains unpaid twenty (20) days after the second billing date for the second succeeding month, an additional late charge of two (2) percent of the original bill will be assessed. This will result in imposition of the maximum aggregate late charges equal to five (5) percent of the original amount of the bill. Payments for electric service are applied first to the oldest outstanding charges.

**N. Averaged Payment Plan**

An Averaged Payment Plan is offered by the Company to assist residential customers in budgeting for, and payment of their monthly charges for electric utility service.

1. Upon the written request of a Residential Customer during the calendar months of October, November, or December of each year, an Averaged Payment Plan is available for budget billing of service provided under the Residential Rate Schedule, Rate "R". The Averaged Payment Plan is available only if all bills for past service have been paid at the time of the request.
2. The amount billed each month under the provisions of this optional payment plan, will be equal one-twelfth (1/12) of the total charges for service, as computed under the then applicable Residential Rate Schedule, for the twelve month period ended with the current billing month, rounded to the nearest dollar amount. The minimum monthly bill under this plan is fifty dollars (\$50.00).
3. In the case of a new Customer, a Customer who has taken service for less than twelve (12) months, or where a significant change in the Customer's consumption is indicated, the Company will estimate the Customer's annual usage.
4. At the end of each twelve (12) month period (ended October, November or December), the twelfth monthly bill will be adjusted to reflect actual use during the twelve month period then ended. During each twelve (12) month period of the Averaged Payment Plan year, the Company will provide, with each monthly billing, a statement showing the actual charges incurred during

the current Averaged Payment Plan year and the aggregate of the amounts billed through that month. In no instance shall any deviation from the amounts billed on the Average Payment Plan absolve the Customer from paying the actual charges incurred during the twelve month period then ended.

5. During the period in which the Customer is participating in the Averaged Payment Plan, late payment charges apply to the late payment of amounts billed and due under the Plan, and not to the cumulative difference between the amounts and due under the Plan and amounts which would have been due but for participation in the Plan.
6. Upon the failure of a Customer to make any payment in a timely manner or, at any time, upon the written request of the Customer, the Customer will be removed from the Average Payment Plan and the excess of any actual charges incurred over amounts paid under the Averaged Payment Plan are immediately due and payable. If the amounts paid to date during the Averaged Payment Plan year exceed the actual charges incurred, the excess payments will be credited:
  - a) First, against charges billed in the next month based upon actual amounts incurred during that month, and
  - b) Second, against any other amounts due and payable to the Company. Any remaining excess will be remitted to the Customer with that next monthly bill.

**O. Demand Metering**

The Company may require the installation of a demand meter for any customer that qualifies for service under the Demand Metered General Service Rate Schedule, Rate "D", or the Public Authority Service Rate Schedule, Rate "P". The Company shall have the right to test a customer's use of service, and if any 15-minute interval metered demand for such customer is found to exceed eight (8.0) kilowatts such customer shall be transferred to an applicable demand metered service schedule. A residential customer for whom a metered 15-minute interval demand in excess of eight (8.0) kilowatts is recorded will be transferred to the Demand Metered General Service Rate Schedule, Rate "D".

Any demand metered customer whose monthly metered demands fail to exceed four (4.0) kilowatts for any month within a twenty-four (24) month period may, at the sole discretion of the Company, be transferred to another applicable service schedule.

**P. Termination of Service**

The Company reserves the right to terminate service to any Customer for any, or all of the following causes:

1. A dangerous condition exists, or is reasonably thought to exist, on the Customer's premises in any Company property and/or any Customer Equipment, including all wiring and energy-consuming devices;

2. Unauthorized or Fraudulent use of electric energy obtained from the Company;
3. Tampering with any Company equipment, including distribution lines, service lines, transformers, switches, protective devices, and meters;
4. The request of the Customer, upon not less than three (3) business days notice, except in the case of an emergency which includes a substantial threat to human life and/or of property damage, and subject to the terms of any existing agreement;
5. When Customer has previously been disconnected for non-payment and fails to pursue settlement of past service liabilities or fails to make payment of amounts due under a settlement of any past electric service liabilities;
6. Failure of an Applicant to make a Customer Deposit, or of a Customer to increase the amount of any Customer Deposit, to assure payment of bills for electric service, when properly requested by the Company;
7. Any violation of these Terms and Conditions, which the Customer refuses or fails to correct;
8. Non-payment of any bill from the Company for electric service; and/or
9. Failure of the Customer to permit Company personal access the Customer's premises for meter reading or for inspection of Company or Customer equipment or wiring as provided in Section H of these Terms and Conditions.

**Q. Reconnection of Service**

1. When electric service is terminated for any reason set forth in Section 9, there shall be a Reconnection Charge equal to the sum of:
  - a) \$25.00, if the Customer requests service be restored during the Company's normal working hours, or \$50.00, if the Customer requests that service be restored at a time other than the Company's normal working hours; and
  - b) the sum of the monthly Customer Charges for each month that service has been disconnected and no Customer Charge has been paid.
2. Further, the Company shall not be required to restore service terminated for any of the reasons set forth in Section O of these Terms and Conditions until:
  - a) Dangerous conditions are removed, or reasonably demonstrated not to exist, within Company property and/or Customer Equipment, including all wiring and electric energy-consuming devices on the Customer's premises;
  - b) All violations of these Terms and Conditions are corrected;

- c) An arrangement, satisfactory to the Company, is made for the payment of all bills for service;
- d) A Customer Deposit, in an amount satisfactory to the Company, is made to assure payment of bills for service; and
- e) The Reconnection Charge is paid.

**R. Line Extensions and Other Facilities**

1. Whenever a line extension along a public highway or other facilities are required to supply electric service to an Applicant and the estimated expenditures of such line extension and/or other facility shall be of such amount that the revenue to be derived from that service at the applicable rates will, in the reasonable judgment of the Company, be insufficient to warrant such cost, the Company will require that the Applicant make an advance payment of a Contribution-In-Aid-of-Construction to cover the cost of such expenditures. The Contribution-In-Aid-of-Construction will include any and all costs associated with the completion of the line extension and other facilities required to serve the Applicant.
2. Whenever it is necessary, in order to provide electric service to an Applicant, to locate a pole or poles on private property or to pass over, under or through private property in order to complete a service connection on the Applicant's premises, any and all costs incident to the completion of such a service connection shall be paid to the Company by the Applicant as a Contribution-In-Aid-of-Construction. The Contribution-In-Aid-of-Construction required by the Company shall include any and all costs for:
  - a) furnishing, erection, location, and/or modification of poles;
  - b) equipment installed or used to effect the installation;
  - c) the acquisition of right-of-way or easements; and
  - d) any and all other costs associated with the installation of facilities to serve the Customer or Applicant.
3. A customer whose meter is to be more than one hundred fifty (150) feet from a public road will be charged a minimum charge of sixty cents (\$.60) per foot for the distance from the meter location to the public road. The charge shall include the Customer's share of Contribution-In-Aid-of-Construction for all customers served by the line. The distance of the line extension shall be measured under or over the line used.
4. All easements and right-of-ways must be satisfactory to the Company and, where obtained from the Customer or Customers to be served, the easement must run to the property line of the next abutting premises and be not less than twenty (20) feet in width.

**S. Contributions-In-Aid-of-Construction**

1. Amounts assessed as Contributions-In-Aid-of-Construction shall include the estimated income tax liabilities for the Company associated with the Company's receipt of the Contribution-In-Aid-of-Construction.
2. The Company will treat advance payments of construction costs as a Contributions-In-Aid-of-Construction for income tax and regulatory purposes and the Applicant or Customer shall have no additional rights or benefits as a result of such payments.
3. The entire amount of the Contribution-In-Aid-of-Construction shall be paid prior to the commencement of construction. Where more than one Customer is to be served by a line extension, the amount of the Contributions-in-Aid-of-Construction and any and all other costs of the line extension shall be apportioned ratably among the Customers to be served.

**T. Customer Liabilities**

All property of the Company installed in, or upon, Customer premises used or useful in supplying electric service is placed there under Customer's protection. All reasonable care shall be exercised to prevent loss of, or damage to, such property and, ordinary wear and tear excepted, the Customer will be held liable for any such loss of property or damage thereto and shall pay the Company the cost of necessary repairs or replacements.

Customer will be held responsible for breaking seals, tampering or interfering with Company's meter(s) and/or other Company equipment installed on Customer premises, and no one, except duly authorized and properly identified employees of the Company, will be allowed to make repairs or adjustments to any meter(s) or other Company equipment.

**U. Company Liabilities**

The Company shall not be liable for damages resulting in any way from the supplying or use of electric energy or from the presence or operation of the Company's service, conductors, appliances, meters, apparatus, appurtenances or other equipment on the Customer's premises.

The Company will exercise reasonable diligence in furnishing and maintaining a uniform, continuous and uninterrupted supply of electric energy as practicable within the provisions of its rate schedules. Should the supply of electric energy be interrupted, become faulty, or fail for any reason, the Company shall not be liable. The Company may interrupt service for the purposes of making necessary alterations, installations and repairs, promoting public safety and preventing excessive damage to property in the event of fire; lightning; high winds; snow; sleet; ice; high water; unavailability of fuel, spare parts or personnel; sabotage; malicious mischief; and without limiting the generality thereof, by reason of any other cause whatsoever. The Customer assumes all risk of loss or damage to person and property resulting or arising out of any such interruption, fault, or failure. Except in case of emergencies, the Company shall endeavor to give reasonable notice to Customers of interruptions.

In case the Company is obligated to discontinue the supply of electric energy to the Customer's premises as a result of the canceling of temporary permits for the extension of lines, or for other cause, the Customer shall have no claim against the Company on account of such discontinuance.