



**ELECTRIC SERVICE RULES**

**TURLOCK IRRIGATION DISTRICT**

**Turlock, California**

# TURLOCK IRRIGATION DISTRICT

Turlock, California

## Electric Service Rules

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General Rules and Definitions

A. Availability of Electric Service

1. The DISTRICT supplies electric service in portions of Stanislaus, Merced, and Tuolumne Counties as generally delineated on the Electric Service Area Map.
2. Electric service availability at any particular location should be ascertained by contacting the DISTRICT'S Customer Service Department.

B. The DISTRICT'S Assistant General Manager Electrical Engineering and Operations and Assistant General Manager Financial Services are authorized to adopt departmental regulations and forms to implement these Electric Service Rules.

C. All rates, charges, and fees under these Electric Service Rules shall be adjusted from time to time by resolution of the Board of Directors of the DISTRICT and shall be based upon such factors as the Board of Directors deems relevant.

D. Definitions

Applicant:

A person, corporation, business entity, or agency in whose name service is rendered for a particular account as evidenced by the signature on the application, by contract or by verbal request for service. In the absence of a signed instrument, a customer will be identified by the receipt and payment of bills regularly issued in the name of the person, corporation, business entity, or agency, regardless of the identity of the actual user(s) of the service.. If the application for service is approved, the APPLICANT becomes the CUSTOMER.

Customer:

The person, corporation, business entity, or agency in whose name service is rendered for a particular account as evidenced by the signature on the application, contract or verbal request for service. In the absence of a signed instrument, a customer shall be identified by the receipt of bills regularly issued in the name of the person, corporation, business entity, or agency or the actual user(s) of

the service. Customer shall include any person or entity who himself or through an authorized representative applies for a line extension under Rule 15.

Customer Services

Department Manager:

For purposes of these rules, the term CUSTOMER SERVICES DEPARTMENT MANAGER shall include their authorized representative.

District:

The Turlock Irrigation District.

District's Main Office:

The DISTRICT'S MAIN OFFICE is located at 333 East Canal Drive, Turlock, Stanislaus County, California. The Main Office's mailing address is P. O. Box 949, Turlock, California 95381. The Main Office's telephone number is (209) 883-8300.

Due Date:

Date designated on the bill which is approximately 25 days after date bill is mailed.

Electric Service

Facilities:

Equipment required for metering (including, but not limited to, meters and current and potential transformers, but excluding meter sockets and electric service panels), all ELECTRICAL EQUIPMENT connected to the source side of the meter, and related substructures (including, but not limited to, transformer pads or vaults, secondary boxes, conduit, and poles.

Electrical Equipment:

All wires, lines, cables, transformers, meters, service entrances, protective devices, machinery, motors, pumps, instruments, appliances, apparatus and devices from and including the transformers to and including the CUSTOMER-owned connected load equipment.

Eligible

Customer-generator:

A residential, small commercial customer as defined in subdivision (h) of Section 331 of the California Public Utilities Code, commercial, industrial, or agricultural customer of the District who uses a solar

or a wind turbine electrical generating facility, or a hybrid system of both, with a capacity of not more than one megawatt that is located on the customer's owned, leased, or rented premises, is interconnected and operates in parallel with the electric grid, and is intended primarily to offset part or all of the customer's own electrical requirements.

Normal Business Hours: The normal business hours of the DISTRICT are 8:00 A.M. to 5:00 P.M. of each NORMAL WORKING DAY.

Normal Working Day: Monday through Friday, excluding DISTRICT Holidays.

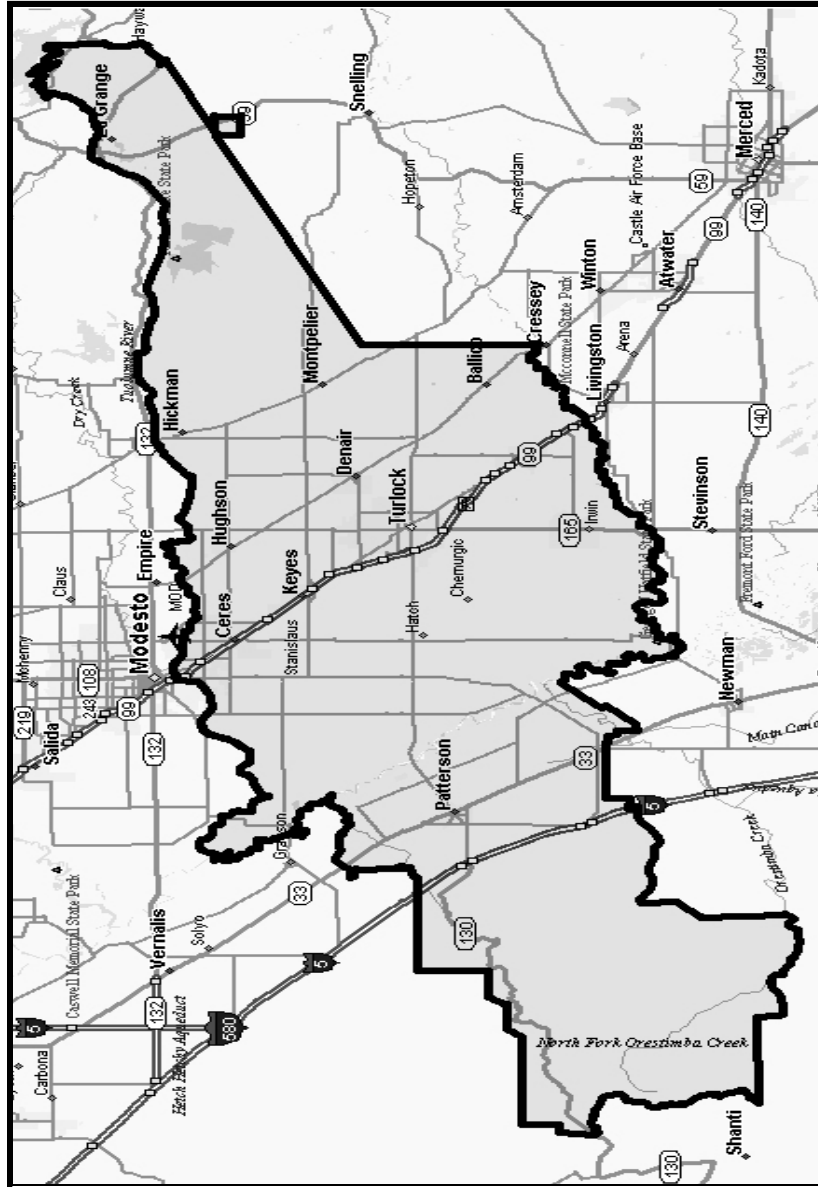
Pay By Date: The date by which payment for a past due balance must be received by the DISTRICT to avoid disconnection of service.

Premises: All structures, electrical equipment or portions thereof occupied or operated by a customer and situated on an integral parcel of land undivided by a public highway, street or railway to which electric service is or will be provided.

Qualifying Facilities: Cogenerators and small power producers as defined in the Federal Energy Commission's Order No. 70.

Totalized Meters: Totalized electric metering refers to the combining of two or more separate meters for a single business on one premise to function as a single meter account.

TURLOCK IRRIGATION DISTRICT  
Electric Service Area Map



Service Conditions

A. Frequency

1. Alternating current electric service of approximately 60 cycles per second frequency will be supplied.
2. The DISTRICT will endeavor to maintain its frequency within reasonable limits, but does not guarantee same.

B. Voltage

1. The following nominal voltages will be supplied:

Single Phase: 120, 120/240 and 120/208 wye.  
Three Phase, Four Wire: 120/208 wye, 120/240 delta, and 277/480 wye.  
Primary, Three-wire: 12,000.

2. Voltage supplied will be as designated by the DISTRICT.
3. The DISTRICT will endeavor to maintain its voltage within reasonable limits but does not guarantee same.
4. CUSTOMER shall provide, at their own expense, any special or additional equipment where the CUSTOMER desires voltage control within unusually close limits.

C. Service Continuity

1. The DISTRICT will endeavor to maintain reasonable continuity of electric service, but does not guarantee the same.
2. CUSTOMER shall provide, at their own expense, any special or additional equipment where the CUSTOMER desires uninterruptible service, or unusually high service continuity.

D. Character of Service

1. Single-phase, two-wire, 120 volt service will not be supplied, except to street lights or unmetered loads where there is not more than two 15 ampere branch circuits.

2. Single-phase, three-wire, 120/240 volt service will not be supplied where the connected load exceeds 100 kilovolt amperes.
3. Three-phase, 208 or 240 volt service will generally be supplied to single motors of less than 30 horsepower or groups of motors not exceeding an aggregate load of 150 horsepower.
4. Where three-wire single-phase, or poly-phase service is supplied, the load must be balanced as nearly as practicable between the two sides or several phases, respectively. In no case, is the load on one side of a three wire single-phase service to be greater than twice that on the other, nor the load on any one phase of a poly-phase service greater than twice that on any other.
5. Three-phase, three-wire, 480 volt services will be maintained where existing, when it is practical for the DISTRICT to do so, and when no significant changes to the CUSTOMER'S service facilities take place. CUSTOMERS who replace their three-phase, three-wire, 480 volt service due to accidental damage will continue to be provided a 480 volt, three-wire service, if no new facilities are served, if the DISTRICT'S service capacity remains adequate, and the CUSTOMER'S load and service entrance capacity rating does not increase.
6. Three-phase, three-wire, 240 volt service will not be provided to any new or upgraded service facilities. CUSTOMERS who replace their three-phase, three-wire, 240 volt panel under any circumstances will be required to take a three-phase, four-wire service and utilize an acceptable rated panel if three-phase service is desired.
7. The maximum CUSTOMER panel size that the DISTRICT will serve is 3000 amps (2500 KVA at 480 volts.).

E. Connected Load

1. The connected load will be the sum of the capacities of all of the CUSTOMER'S equipment that may be operated from the DISTRICT'S lines at the same time.

F. Power Factor

1. CUSTOMERS whose loads consist of neon, luminous, gaseous or mercury vapor lamps or tubes, electric welders, motors, and other devices having low power factors, may be required to provide power factor corrective



equipment at their own expense to increase the power factor of any such devices to not less than 85 percent lagging.

#### G. Welders

1. The DISTRICT will serve welding equipment provided that service to such welders is not detrimental to the DISTRICT or to the service of other DISTRICT CUSTOMERS.
2. Welders will be rated in horsepower at one kilovolt ampere per horsepower in determining rate schedule service charges.

#### H. Motor Generator Sets and Rectifiers

1. Motor generator sets and rectifiers will be rated in horsepower at one kilovolt-ampere per horsepower in determining rate schedule service charges.

#### I. Motor Protective Devices

1. All motor installations shall have protective apparatus or construction within the motor to accomplish the following equivalent protection:
  - a. Loss of voltage protection on all motors which cannot be safely subjected to full-rated voltage at starting to insure disconnection from their source of power upon loss of voltage.
  - b. Suitable overload and overcurrent running protection on all motors to insure disconnection from their source of power to protect against damage caused by overheating.
  - c. Phase reversal and open-phase protection on all three-phase motor installations to insure disconnection from their source of power to protect against damage caused by phase reversal or the opening of one phase.

#### J. Motor Starting Limitations

1. Motors shall be installed and controlled by the CUSTOMER to prevent causing voltage fluctuations that are detrimental to the operation of the DISTRICT'S distribution and transmission system, or to the service of any DISTRICT CUSTOMER.
2. MOTOR STARTING CURRENT is defined as the steady state current

which would be drawn from the supply line, if the rotor(s) of the motor(s) were locked, including the effects of any current reducing devices, with rated voltage and frequency applied.

3. Motor starting current limitations are as follows:

a. Single-phase

(1) Automatically controlled, single-phase motorized equipment (except as provided below) shall be equipped with motors having starting currents not in excess of the following:

- (a) 50 amperes at 120 volts
- (b) 80 amperes at 208 volts
- (c) 100 amperes at 240 volts

(2) Manually controlled, single-phase motorized equipment shall be equipped with motors having starting currents not in excess of the following:

- (a) 100 amperes at 120 volts
- (b) 160 amperes at 208 volts
- (c) 200 amperes at 240 volts

Unitary air-conditioners and heat pumps, because of their long operating cycles and infrequent starts, will be governed by this section whether or not they are automatically controlled.

b. Three-phase

(1) Automatically controlled three-phase motors shall comply with all applicable NEMA standards and shall have starting currents not in excess of the following:

- (a) 830 amperes at 208 volts
- (b) 722 amperes at 240 volts
- (c) 361 amperes at 480 volts

The values listed permit, in general, the installation of a single 50 horsepower NEMA standard motor without use of starting current reduction devices.

(2) Manually controlled three-phase motors shall comply with all applicable NEMA standards and shall have starting currents not in

excess of the following:

- (a) 1660 amperes at 208 volts
- (b) 1444 amperes at 240 volts
- (c) 722 amperes at 480 volts

The values listed permit, in general, the installation of a NEMA 100 horsepower standard without starting current reduction devices.

- 4. Three-phase motors to be used where large loads or special conditions exist, may, with specific permission of the DISTRICT, have starting currents in excess of the values listed in this rule.
- 5. Where multiple motors are installed, the aggregate starting currents must meet the above listed limitations, or the motors must only be started non-simultaneously, with adequate time delay between starts.
- 6. The CUSTOMER must contact the DISTRICT for specific approval for motors with voltage ratings in excess of 480 volts.
- 7. CUSTOMERS should ascertain the adequacy of their own electrical system in handling starting currents without experiencing excessive voltage drop.
- 8. Notwithstanding the foregoing, the DISTRICT will not serve, or continue serving, motors with starting currents which are detrimental to the DISTRICT, or to the service of other DISTRICT CUSTOMERS, and may limit the maximum size and type of any motor that may be operated at any specific location on its system to that which, in the opinion of the DISTRICT is acceptable.
- 9. In addition to the requirements for motor starting, other operation of motorized devices, including stalling and jamming, must be controlled by the CUSTOMER to prevent currents in excess of those listed above in Rule 2.J.3. and which are detrimental to the DISTRICT, or to the service of other DISTRICT CUSTOMERS.

#### K. Non-Sinusoidal or Harmful Wave Form

- 1. Where the DISTRICT determines that a CUSTOMER'S load causes a non-sinusoidal or harmful current or voltage wave form that is detrimental to DISTRICT or CUSTOMER facilities or operations, the DISTRICT may require such CUSTOMER load be modified or disconnected by and at the expense of the CUSTOMER, or may require that the CUSTOMER request a facility change in accordance with Electric Service Rule 20. A

CUSTOMER may be billed for damages as a result of CUSTOMER creation of a harmful current or voltage wave form. CUSTOMERS who refuse to comply with the requirements of this section will be subject to discontinuation of service in accordance with Electric Service Rule 11.

#### L. CUSTOMER Generation

1. Any emergency standby or other generation equipment that can be operated to supply power to facilities that are also designed to be supplied from the DISTRICT'S system, shall be controlled with suitable protective devices provided by the CUSTOMER to prevent parallel operation with the DISTRICT'S system in a fail-safe manner, such as the use of a double-throw switch to disconnect all conductors, except where a QUALIFYING FACILITY or ELIGIBLE CUSTOMER-GENERATOR has a written contract with the DISTRICT in accordance with Electric Service Rule 19 or 22 respectively.
2. The DISTRICT's Electric Service Rules and Electric Rate Schedules are developed on the basis of the DISTRICT providing all of the customer's electric service needs. Except for ELIGIBLE CUSTOMER-GENERATORS established under Electric Service Rule 22, CUSTOMERS who choose to install electric generating equipment on their premises and such equipment operates more than 50 hours per year, will be required to execute an agreement with the DISTRICT for partial requirement electric service implementing the DISTRICT's Rule 19. All applicable rate schedules will be applied.

#### M. Totalized Metering

The DISTRICT will provide TOTALIZED METERING in accordance with the following conditions:

1. The CUSTOMER shall request TOTALIZED METERING in writing.
2. The existing meters must service a single entity and/or business and be located on a single parcel of land, or contiguous parcels.
3. All individual accounts/meters to be totalized, must be eligible for the same DISTRICT electric rate schedule prior to totalization.
4. Individual accounts/meters to be totalized must have an average maximum demand equal to or greater than 250 kilowatts.
5. The TOTALIZED METERING installation must be technically feasible,

and must not cause the inefficient use of DISTRICT owned distribution transformers.

6. The customer shall pay facility charges for installation of the totalizing hardware as determined by the DISTRICT and in accordance with Electric Service Rule 20.
7. The provisions of Electric Service Rule 16 shall apply to the totalizing hardware, and all individual meters and associated equipment owned by the DISTRICT.
8. A contract may be required by the DISTRICT in accordance with Electric Service Rule 4.
9. The totalized metering will result in a single account and bill. This single bill will be subject to all Electric Service Rules, including those rules regarding collection, payments, delinquency, and deposits. Full payment of the totalized bill each month will be the responsibility of the CUSTOMER. The DISTRICT will not be obligated to provide segmented accounting on totalized accounts/meters.

Application for Service

A. Application for New Service

1. The DISTRICT may require each APPLICANT when applying for service to furnish the following information:
  - a. Legal name of APPLICANT
  - b. Location of PREMISES.
  - c. Date APPLICANT will be ready for service.
  - d. Whether TID has previously supplied service to the premise.
  - e. Purpose for which service is to be used, with description of equipment to be served.
  - f. Address to which bills are to be mailed or delivered.
  - g. Whether APPLICANT is owner, agent or tenant of PREMISES.
  - h. Rate desired, if optional rate is available.
  - i. Information to establish credit of applicant, including a social security number, taxpayer ID, driver's license number or other form of legal identification.
  - j. Such other information as the DISTRICT may require.
2. If at the time of the application for service, there is no service to the PREMISES because the service has been discontinued pursuant to Electric Service Rule 11, Section A, the APPLICANT may be required to pay all prior unpaid bills and charges for the PREMISES if:
  - a. The APPLICANT is a tenant or an agent of a tenant of the PREMISES and the PREMISES' landlord states that there has not been a change in tenants since the service was discontinued by the DISTRICT; or
  - b. The APPLICANT is an owner of the PREMISES and there has not been a legal change in ownership of the PREMISES since the service was discontinued by the DISTRICT; or
  - c. Notwithstanding "a" and "b" above, the DISTRICT has reasonable cause to believe that the APPLICANT was an actual user of the electric service to the PREMISES at the time the service was discontinued by the DISTRICT.

If "a," "b" or "c" applies, the APPLICANT IS deemed not to be a new CUSTOMER at the PREMISES in question, AND . the APPLICANT may

be required to pay all applicable reconnection charges under Electric Service Rule 11, Section C.

3. The application is only a request for service and does not in itself bind the DISTRICT to serve. TID may disconnect or refuse to provide service to the APPLICANT if the acts of the APPLICANT or the conditions upon the PREMISES indicate that false, incomplete, or inaccurate information was provided to TID. TID shall provide the APPLICANT the reason for such refusal.

#### B. Application for Connection

1. APPLICANTS requesting an electric meter installation, Dusk to Dawn lights, or other non-metered service connections shall come to the DISTRICT'S MAIN OFFICE to sign a service application for each electric service, establish their credit as defined in Electric Service Rule 6, and furnish all necessary information pertaining to the installation. All necessary inspections required by public agencies shall be obtained and those agencies must place a final inspection tag on the new service panel or meter base before the DISTRICT will install an electric meter and/or activate service.

#### C. Activation of Existing Meters

1. Except as provided below, the DISTRICT will activate electric services, including the transfer of billing payment responsibility of active electric meters, only during NORMAL WORKING HOURS.
2. Requests to activate electric services made between 8:00 A.M. and 4:00 P.M. of any NORMAL WORKING DAY will be handled in the following manner:
  - a. If the APPLICANT has satisfied all of the applicable Electric Service Rule 3, Section A requirements during normal working hours then the electric service will normally be activated by the DISTRICT on the same day the request was made.
  - b. If the APPLICANT schedules a meeting time with the DISTRICT representative at the PREMISES to be served but the APPLICANT either fails to satisfy all of the applicable Electric Service Rule 3, Section A requirements or fails to be there at the scheduled time, then the APPLICANT must go to the DISTRICT'S MAIN OFFICE during NORMAL WORKING HOURS to satisfy all applicable Electric

Service Rule 3, Section A requirements. Then the DISTRICT will again send a representative to the PREMISES to activate the service during NORMAL WORKING HOURS.

3. Requests to activate electric service made between 4:00 P.M. and 9:00 P.M. of any NORMAL WORKING DAY and between 8:00 A.M. and 9:00 P.M. of any Saturday, Sunday, or DISTRICT holiday will be handled in the following manner:

- a. The electric service will be activated by the DISTRICT on the next NORMAL WORKING DAY; unless the APPLICANT (1) requests that the electric service be activated during any of the time periods specified in Electric Service Rule 3, Section C3, (2) agrees to pay the special services charge the next business day, and (3) satisfies all applicable Electric Service Rule 3, Section A requirements, in which case the electric service will be activated during the above hours. The special services charge will be added to the CUSTOMER'S first monthly bill.
- b. If the APPLICANT prefers to schedule a meeting with the DISTRICT representative during the above hours at the PREMISES to be served but the APPLICANT cannot satisfy all applicable Electric Service Rule 3, Section A requirements, or fails to be there at the scheduled time, then the DISTRICT representative shall not activate the electric service and the APPLICANT shall be liable to the DISTRICT for the special services charge. The special services charge shall be added to the CUSTOMER'S first monthly bill.

(1) If the APPLICANT for a second time requests the DISTRICT to send a representative during the above hours to activate the electric service and the APPLICANT cannot satisfy all applicable Electric Service Rule 3, Section A requirements or fails to be there at the scheduled time, then the APPLICANT must go to the DISTRICT'S MAIN OFFICE during NORMAL WORKING HOURS to satisfy all applicable Electric Service Rule 3, Section A requirements and to pay the two special services charges. Then the DISTRICT will for the third time send a representative to the PREMISES to activate the service but this will be done only during NORMAL WORKING HOURS.

4. Emergency Services: Requests to activate electric service made between the hours of 9:00 P.M. and 8:00 A.M. on any day will be handled in the following manner:
  - a. If the DISTRICT determines in its sole discretion that an emergency



exists which justifies the activation of the electric service during those hours, then the service will be activated during those hours provided all applicable Electric Service Rule 3, Section A requirements have been satisfied. The APPLICANT will be billed an emergency services charge.

- b. If after arriving at the PREMISES to be served, the DISTRICT representative determines that the APPLICANT cannot satisfy all the applicable Electric Service Rule 3, Section A requirements, or fails to be there at the scheduled time, then the DISTRICT representative shall not activate the electric service and the applicant shall be liable to the DISTRICT for the emergency services charge.
- c. Emergency services charge in paragraphs 4.a; 4.b; and 4.c above will be added to the CUSTOMER'S first monthly bill.

#### D. Individual Liability for Joint Service

- 1. Where two or more person join in one written or oral application or contract for electric service, in person, by telephone, or online, such persons shall be jointly and severally liable thereunder and shall be billed by means of a single periodic bill mailed to the person designated to receive the bill. Whether or not TID obtained a joint application, where two or more adults are living in the same residence, they shall be jointly and severally liable for the bill for electric energy supplied.

#### E. Change of Customer's Electrical Equipment

- 1. The CUSTOMER shall immediately give written notice to the DISTRICT (Attention: Customer Services Department) in the event the CUSTOMER makes any material change in the amount, type or use of the ELECTRICAL EQUIPMENT installed upon his PREMISES to be supplied with electric energy by the DISTRICT.

#### F. Conditions of Service

- 1. By applying for or accepting service from the DISTRICT, a CUSTOMER agrees to abide by all of the electric service requirements, rate schedules, and the rules and regulations of the DISTRICT concerning such service, to provide any rights-of-way across his own property that the DISTRICT may deem necessary to supply such service and to cooperate with the DISTRICT in its construction and maintenance of the facilities needed for such service. The CUSTOMER shall be responsible for any additional costs caused by

the CUSTOMER'S failure to comply with the provisions of this paragraph.

2. DISTRICT facilities used to provide electric service shall be constructed in accordance with the DISTRICT construction standards and the Electric Service Rules. Subject to the prior written approval of the DISTRICT, variances from the DISTRICT Construction Standards may be allowed. If a variance is allowed, the CUSTOMER must pay the DISTRICT the applicable charges under Rule 15 and all additional costs incurred by the DISTRICT in providing or allowing the construction or installation of non-standard facilities.

## Electric Service Rule 4

### Written Contracts

- A. Written contracts may be required for the following:
1. As may be required by conditions set forth in the electric service rate schedule adopted by the DISTRICT.
  2. In the case of electric service of a temporary or speculative nature, a contract may be required for a period not to exceed three years.
  3. In the case of a seasonal CUSTOMER whose monthly use of energy during the year varies greatly and from whom contracts are not otherwise required, a contract may be required for a period of one year.
  4. Where the CUSTOMER'S power requirements are anticipated by the Assistant General Manager Electrical Engineering and Operations to be in excess of 5 MVA, a written contract may be required for a period and with terms not excluding non-refundable fees paid in advance, which is commensurate with the size of the power system required, at the discretion of the Assistant General Manager Electrical Engineering and Operations.
  5. Where the CUSTOMER desires the DISTRICT to connect to a CUSTOMER-owned generation facility which is rated larger than 100 KW.
  6. Where the CUSTOMER desires the DISTRICT to install load management equipment, a contract may be required for a period which, in the DISTRICT'S judgment, is commensurate with the cost of the load management equipment involved.
  7. In such other cases as the Assistant General Manager Electrical Engineering and Operations determines are in the best interests of the DISTRICT to have the CUSTOMER sign a written contract.
- B. Upon approval of the District's Board of Directors, written contracts prepared pursuant to this Electric Service Rule may supersede or pre-empt any other Electric Service Rules.

## Electric Service Rule 6

### Credit

#### A. Applicant

1. All APPLICANTS for Electric Service shall be required to establish credit.
2. Credit is established when the applicant pays a deposit in the amount prescribed in Electric Service Rule 7 for that purpose and, where applicable, pays all prior past due electric service charges.
3. The DISTRICT may consider an APPLICANT'S credit established without the payment of a deposit under any of the following circumstances:
  - a. The APPLICANT is a current CUSTOMER of the DISTRICT who is applying for an additional electric service and the CUSTOMER has paid all bills on existing accounts during the last twelve months with no more than one delinquent payment, no dishonored payments, has not named the DISTRICT in a bankruptcy filing, and provided the DISTRICT has not scheduled the service for disconnection for non-payment during that period.
  - b. The APPLICANT is applying for an electric service which will be billed on one of the DISTRICT's Municipal Rate Schedules.
  - c. An APPLICANT for electric service may be deemed to have established credit based solely upon the judgment of the DISTRICT.
4. If the APPLICANT refuses or fails to establish credit the DISTRICT shall refuse electric service.

#### B. Customer

1. A CUSTOMER shall be required to reestablish credit when any of the following events occur:
  - a. The CUSTOMER has named the DISTRICT in a bankruptcy filing in the last 12 months.
  - b. The CUSTOMER'S

service is scheduled for disconnection under Electric Service Rule 9, or

- c. The CUSTOMER'S service has been discontinued by the District under Electric Service Rule 11.
2. Credit is re-established when the customer pays a deposit in the amount prescribed in Electric Service Rule 7 for that purpose and, where applicable, pays all prior past due electric service charges.
3. An electric service CUSTOMER may be deemed to have reestablished credit based solely upon the judgment of the DISTRICT.
4. If the CUSTOMER refuses or fails to reestablish credit, the DISTRICT shall discontinue electric service.

## Electric Service Rule 7

### Deposits

#### A. When Required

1. A deposit shall be required as security for the payment of bills where an APPLICANT or a CUSTOMER for electric service does not satisfactorily establish or maintain credit in accordance with Electric Service Rule 6, Sections A.3 and B.1.

#### B. Amount

1. APPLICANT. The deposit shall be the greater amount of either two (2) times the average monthly bill based on the prior CUSTOMER'S last twelve (12) months of billing or the minimum deposit for the type of service being applied for as specified in the applicable Schedule of Charges. If the prior CUSTOMER'S length of service was less than twelve (12) months or if there was no prior CUSTOMER or the APPLICANT'S use of electricity will be substantially different than the prior CUSTOMER, then the deposit shall be based on two (2) times the DISTRICT'S estimate of the APPLICANT'S monthly bill, but not less than the minimum deposit for the type of service being applied for as specified in the applicable Schedule of Charges. The deposit will be rounded to the nearest five dollars. A Time Certificate of Deposit (TCD) will not be accepted for less than \$1,000.00.
2. CUSTOMER. The deposit shall be the greater amount of either two (2) times the average monthly bill based on the CUSTOMER'S last twelve (12) months of billing or the minimum deposit as specified in the applicable Schedule of Charges. If the CUSTOMER'S length of service is less than twelve (12) months, then the deposit shall be based on two (2) times the average bill during all available months, but not less than the minimum deposit as specified in the applicable Schedule of Charges. The deposit will be rounded to the nearest five dollars. A TCD will not be accepted for less than \$1,000.00.
3. The amount of the deposit established under Electric Service Rule 7.B.1 or 7.B.2 may be adjusted by the District. Any adjustment shall be based upon a recalculation of twice the CUSTOMER'S average monthly billing during the most recent twelve (12) months of service.

### C. Form of Deposit

1. A deposit for the purpose of securing payment of electric service bills shall be made in cash, by personal check, cashiers check, money order, by approved credit card or by furnishing the DISTRICT with a Time Certificate of Deposit (TCD) according to Electric Service Rule 7.C.2.
2. Time Certificates of Deposit.

The DISTRICT will accept a TCD for the purpose of securing payment of electric service bills only if it meets all of the following requirements:

- a. The TCD is purchased from a bank or savings and loan association having a branch office located within the DISTRICT and the TCD is approved by the DISTRICT.
- b. The TCD shall be in the DISTRICT'S name but the APPLICANT or CUSTOMER shall be entitled to receive any interest paid by the bank or savings and loan on the TCD. The DISTRICT shall not be responsible in any way to pay or collect any interest earned on the TCD or to arrange for the APPLICANT or CUSTOMER to receive such interest payments.
- c. The TCD shall be held by the DISTRICT and shall be made payable on demand to the DISTRICT in the minimum amount of \$1,000.00.

### D. Interest

Interest will be earned on amounts deposited with the DISTRICT for the purpose of securing payment of electric service bills.

1. Interest earned on Time Certificates of Deposit shall be paid by the issuing financial institution as detailed in Section C.2.b of this Rule. The rate of interest shall be established by the issuing financial institution.
2. Interest earned on all other forms of deposit will be paid by the DISTRICT. The rate of interest paid on these deposits shall be the average rate paid by the DISTRICT on its variable rate debt during the preceding fiscal year ending December 31.

3. All interest paid by the DISTRICT shall be simple interest. The interest will be computed and credited annually to the CUSTOMER'S account.

#### E. Deposit Installments

1. Electric Service APPLICANTS and CUSTOMERS may elect to pay the required deposit in two (2) payments at the DISTRICT'S discretion. The first payment of at least half the required deposit amount shall be paid upon demand by the DISTRICT and the balance shall be billed and payable with the first billing statement. At the discretion of the Customer Service Division Manager, additional payment arrangements may be made.

#### F. Refund

1. Domestic Energy

The DISTRICT will credit the customer's account with the full deposit and applicable interest or release the TCD if the CUSTOMER has paid all bills for twelve (12) consecutive months with no more than one DELINQUENT payment, no dishonored payments, no bankruptcies filed against the DISTRICT and provided the DISTRICT has not had to schedule a service for disconnection for non-payment during that period. The DISTRICT will refund the deposit with applicable interest or release the TCD, less the amount of any unpaid charges, upon discontinuance of service.

2. All Other Electric Services.

The DISTRICT will refund the deposit with applicable interest or release the TCD, less the amount of any unpaid charges, upon discontinuance of service.

3. Transfer of Electric Service

When a CUSTOMER transfers electric service from one location to another within the DISTRICT, the deposit may be transferred to the new account at the discretion of the DISTRICT. Customer shall be required to meet the requirements of Rule 7.F.1 at the new PREMISES to be eligible for a refund.



## Electric Service Rule 8

### Notices and Communications

#### A. District to Customer

1. Any billing, notice, refund of deposit, or other communication the DISTRICT may give to any CUSTOMER pursuant to the rates, rules, or regulations of the DISTRICT, may be given by written notice, either delivered electronically as requested by the customer or delivered to the following address or properly enclosed in a sealed envelope and deposited in any United States Post Office, postage prepaid, addressed to the following:
  - a. The CUSTOMER'S address as specified in the CUSTOMER'S service application or as verbally specified by the CUSTOMER at the time of application for service if no written application was required and which address has been verified by the CUSTOMER'S payment of bills mailed to that address; or
  - b. The address as may be subsequently given in writing by the CUSTOMER to the DISTRICT or as may be subsequently given verbally by the CUSTOMER to the DISTRICT and which address has been verified by the CUSTOMER'S payment of bills mailed to the new address.

#### B. Customer to District

1. Except where notice is specifically required by law or by the rates, rules, or regulations of the District to be in writing, any notice from any CUSTOMER to the DISTRICT pursuant to the rates, rules, or regulations of the DISTRICT may be given to the DISTRICT by the CUSTOMER either
  - a. In person or by telephone to the DISTRICT'S MAIN OFFICE and the CUSTOMER must give his or her name, mailing address, address of PREMISES where service is delivered, telephone number (if any), and must specifically state the required notice to the proper DISTRICT employee; or
  - b. By written notice properly enclosed in a sealed envelope and addressed to the DISTRICT'S MAIN OFFICE, postage prepaid, and deposited in

any United States Post Office; or

- c. Electronically in a form accepted at the DISTRICT'S discretion.

Rendering and Payment of Electric Service Bills

A. Billing

1. Bills will normally be rendered for scheduled billing periods of approximately one month.
2. Except for service supplied under flat rate schedules, bills for electric service will be based upon 1) electronic meter data, 2) meter readings where the customer has opted-out of smart metering or areas where smart metering isn't available, or an estimate when equipment fails or an accurate meter reading is not obtained.
3. Where metering equipment fails or an accurate meter reading is not obtained, the DISTRICT may estimate demand or energy, or both, for the period of service involved and use such estimates in computing a bill, in accordance with Electric Service Rule 17.
4. Meter readings of two or more meters will not be combined for billing purposes unless the convenience of the DISTRICT is served thereby or with a totalized metering arrangement.
5. Except as hereinafter provided, opening and CLOSING BILLS rendered for periods of less than 30 days will be computed in accordance with the rate schedule applicable to that service.
6. The non-return of bills which are properly prepared and delivered pursuant to Electric Service Rule 8 will be regarded as proof of delivery and receipt of bills.

B. Payment

1. Bills for accounts are payable upon presentation to the customer. Payment shall be made 1) at a TID office, or 2) at any of the TID authorized pay stations, or 3) by customer initiated electronic means, or 4) by TID customer assisted electronic means.
2. With the exception of municipal customers, accounts with unpaid balances(s) 28 days from the date of issuance will be regarded as delinquent.

3. Delinquent accounts are subject to the LATE PAYMENT CHARGE of \$3.00 + 1.5% of the past due balance.
4. A CUSTOMER will be notified with a DELINQUENT NOTICE after the bill has become delinquent that the electric service will be disconnected if payment is not made.
5. If the total amount due remains unpaid approximately 7 days after a DELINQUENT NOTICE is issued, the CUSTOMER will be issued a DISCONNECT NOTICE
6. If the total past due amount remains unpaid after the PAY BY DATE reflected on the DISCONNECT NOTICE, the DISTRICT may disconnect service.
7. CLOSING BILLS are due and payable on presentation.
8. Electric service may be refused or disconnected pursuant to Electric Service Rule 11 until the past due account balance for electric service to a CUSTOMER at all locations have been paid or have otherwise been discharged.
9. If a CUSTOMER is receiving electric service from the DISTRICT at more than one electric service location, unpaid CLOSING BILLS from one location may be transferred to other electric service accounts of the CUSTOMER.
10. The DISTRICT will not accept second party CHECKS as payment for bills.
11. Dishonored payments are considered nonpayment.
12. If two or more payments made on an account are subsequently dishonored within a 12-month period, the DISTRICT will require Cash Payment for a minimum of twelve months.

#### C. Other Charges

1. Payments received that are subsequently dishonored, will be assessed the returned payment charge in addition to the amount originally paid. If the DISTRICT exercises its rights under Civil Code Section 1719 or any other statute or law authorizing the imposition of damages in addition to the amount owing, the DISTRICT shall be entitled to such additional damages in lieu of the dishonored payment charge.

2. Customers enrolled in the Districts AUTOMATIC BILL PAYMENT (ABP) program whose payment is dishonored, will be assessed the returned payment charge in addition to the amount of the ABP payment.
3. The field charge will be assessed to an account when a service is scheduled for disconnection due to an unpaid account balance but a payment extension is given and the service is left on.
4. The disconnect charge and subsequent reconnect charge will be assessed if a service is disconnected and subsequently reconnected for an unpaid account balance.

#### D. Budget Billing

##### 1. Eligibility Requirements

- a. The service must be on a Domestic rate schedule, at a location where the CUSTOMER has had electric service with the District for at least twelve (12) consecutive months.
    - a. All domestic services on an account must be enrolled in budget billing.
  - b. Twelve consecutive on time payments, with a maximum of one Late Payment Charge
  - c. No dishonored payments in the last twelve months
  - d. Must not have had service scheduled for disconnection for non-payment in the past twelve consecutive months
  - e. No bankruptcy filed against TID in the last twelve months
2. CUSTOMERS will be removed from budget billing if they do not continue to meet the eligibility requirements or receive a Delinquent Notice

##### 3. Billing

- a. The budget billing payment will be calculated based on the average kilowatt-hours used during the last twelve (12) months and will be rounded to the nearest one dollar.
  - a. If a customer has not been at the location for 12 months, the initial budget billing payment will be based on the history available at the location.
  - b. In the absence of any billing history the user will be required to start budget billing with \$130 due each month.
- b. The meter will be read and billed monthly.

- c. The amount of the budget billing payment shall be stated on the monthly electric bill. CUSTOMERS will be expected to pay the budget billing amount shown.
- d. The budget billing payment will be recalculated in March and September each year and the new calculated amount will be effective on the April and October billing statement.
  - a. The District may adjust the budget billing amount at any time if a customer's usage pattern has substantially changed.
- e. The customer may request to be removed from budget billing at any time. Customers removed from budget billing must remain off budget billing for one full year.
- f. An account will be automatically removed from budget billing if payment is not made each month by the due date.
  - a. Customers who meet the eligibility requirements can apply to be reinstated into the Budget Billing Program.
- g. Accounts removed from budget billing will immediately be under the current District Rules and Regulations governing the monthly billing cycle. Any unbilled energy charges will become due and payable with the accounts following bill.
- h. Any account closed will automatically be removed from budget billing. The total amount of the account will be due and payable at the time the account is closed.

## Electric Service Rule 10

### Disputed Bills

#### A. Billing Complaints and Requests for Investigation

1. If a CUSTOMER questions or disputes a bill, the CUSTOMER must initiate a complaint or request for investigation in writing of the questioned or disputed bill within five (5) calendar days of receiving the bill. A complaint or request for investigation is initiated by giving the DISTRICT'S CUSTOMER SERVICES DEPARTMENT MANAGER written notice of the specific reasons for the complaint or the request for investigation and such additional information as required under Section B.1 of Rule 8. The review by the CUSTOMER SERVICES DEPARTMENT MANAGER shall include consideration of whether the CUSTOMER, if a RESIDENTIAL CUSTOMER, should be permitted to amortize the unpaid balance of the account over a reasonable period of time, not to exceed twelve months, under Section B below.
2. In investigating the disputed bill, the DISTRICT may make estimates by means of tests, analysis or inquiry if necessary information is not subject to exact determination.
3. Billing Adjustments
  - a. A bill which does not reflect the correct charges for electric service actually rendered to the CUSTOMER in accordance with these Rules and the applicable DISTRICT rate schedules shall be adjusted to a correct basis as determined by the DISTRICT'S investigation and review.
  - b. Billing adjustments shall be made in accordance with Electric Service Rule 17.
4. After review by the DISTRICT'S CUSTOMER SERVICES DEPARTMENT MANAGER, when the CUSTOMER and the CUSTOMER SERVICES DEPARTMENT MANAGER agree on the amount of the bill, the CUSTOMER SERVICES DEPARTMENT MANAGER will determine and advise the CUSTOMER the date the unpaid balance of his account must be paid.

5. After review by the CUSTOMER SERVICES DEPARTMENT MANAGER, when a CUSTOMER and the CUSTOMER SERVICES DEPARTMENT MANAGER fail to agree on the amount of the bill, and upon review the CUSTOMER SERVICES DEPARTMENT MANAGER has determined to his satisfaction that the bill is correct, the CUSTOMER SERVICES DEPARTMENT MANAGER will explain to the CUSTOMER that:
  - a. The CUSTOMER SERVICES DEPARTMENT MANAGER has completed his investigation and review and has determined to his satisfaction that the bill is correct.
  - b. The CUSTOMER has the right to appeal the determination of the CUSTOMER SERVICES DEPARTMENT MANAGER to the DISTRICT's Board of Directors within five (5) days of the CUSTOMER SERVICES DEPARTMENT MANAGER'S determination upon (1) filing of a statement setting forth the basis for the dispute of the amount billed and (2) payment of the deposit (if any) required to be made under "c" below.
  - c. The CUSTOMER shall deposit the full amount of the disputed bill with the DISTRICT. However, a RESIDENTIAL CUSTOMER who has made a timely request under Section A above or under Section B below or who is unable to pay the full amount of the disputed bill will not be required to deposit the disputed amount during Board review.
  - d. Upon receipt of a properly filed appeal, the DISTRICT's Board of Directors will review the basis of the billed amount, advise the CUSTOMER and the CUSTOMER SERVICES DEPARTMENT MANAGER of its findings and disburse any deposit in accordance with those findings.
  - e. Service will not be discontinued for nonpayment of the disputed bill when a deposit has been made in accordance with "c" above pending the outcome of the Board of Director's review.
  - f. Failure of the CUSTOMER to appeal the CUSTOMER SERVICES DEPARTMENT MANAGER'S determination to the Board of Directors in accordance with "b" and "c" above will warrant discontinuance of the CUSTOMER'S service in accordance with Rule 11.
  - g. If, before completion of the Board of Directors' review, additional bills become due which the CUSTOMER also wishes to dispute, he should



follow the procedures set forth in "b" and "c" above with regard to the additional amounts claimed by the DISTRICT to be due. Failure to follow the procedures in "b" and "c" above will warrant discontinuance of the CUSTOMER'S service in accordance with Rule 11.

- h. Subsequent bills, not in dispute, rendered prior to the settlement of the disputed bill, will be due and payable in accordance with Rules 9 and 11.

**B. Requests for Extension of Bill Payment Period by RESIDENTIAL CUSTOMER.**

1. A RESIDENTIAL CUSTOMER who wishes to extend the payment period of a bill on the grounds that the bill is beyond the means of the RESIDENTIAL CUSTOMER to pay in full during the normal period for payment must initiate such request prior to the Pay By Date included on the Delinquent and Disconnect Notices. Such a request is initiated by giving notice of the request and such additional information as required under Rule 8.B.1.
2. The review of the request shall include consideration of whether the RESIDENTIAL CUSTOMER shall be permitted to amortize the unpaid balance of the account over a reasonable period of time, not to exceed twelve months.
3. After review by the DISTRICT'S CUSTOMER SERVICES DEPARTMENT MANAGER, when the RESIDENTIAL CUSTOMER and the CUSTOMER SERVICES DEPARTMENT MANAGER fail to agree as to whether the RESIDENTIAL CUSTOMER should be allowed to extend the payment period of the bill or the manner or method of amortizing the bill, the CUSTOMER SERVICES DEPARTMENT MANAGER will explain to the RESIDENTIAL CUSTOMER his determination and that the RESIDENTIAL CUSTOMER has the right to appeal the determination to the DISTRICT'S Board of Directors within five (5) days of the determination upon the filing of a statement setting forth the basis for the appeal.
4. Upon receipt of a properly filed appeal, the DISTRICT'S Board of Directors will review the basis of the appeal and advise the CUSTOMER and the CUSTOMER SERVICES DEPARTMENT MANAGER of its findings.
5. No termination of service shall be effected for any RESIDENTIAL CUSTOMER complying with an amortization agreement, if the RESIDENTIAL CUSTOMER also keeps the amount current as charges

accrue in each subsequent billing period.



## Electric Service Rule 11

### Discontinuance and Restoration of Service

#### A. Discontinuance of Service by District

1. The DISTRICT may, with ten-days' notice (plus five additional days for mailing), discontinue or refuse to establish or restore electric service for any of the following reasons:
  - a. The CUSTOMER has not paid their account balance for service in accordance with Electric Service Rules 9 and 10.
  - b. The CUSTOMER has not paid line extension charges in accordance with Electric Service Rule 15.
  - c. The CUSTOMER has not established, or re-established credit in accordance with Electric Service Rule 6.
  - d. The CUSTOMER does not provide permanent accessibility to the CUSTOMER'S PREMISES for purposes related to the furnishing of electric service in accordance with Electric Service Rule 16.
  - e. The CUSTOMER is not complying with the electric service requirements, the rate schedules or the rules and regulations of the DISTRICT.
2. The DISTRICT may, with a 48-hour notice placed on the CUSTOMER'S door, discontinue or refuse to establish or restore electric service for any of the following reasons:
  - a. The CUSTOMER has not made a deposit in accordance with Electric Service Rule 7.
  - b. A bill, delivered pursuant to Electric Service Rule 8, is returned as being undeliverable by the United States Post Office.
  - c. The CUSTOMER pays the DISTRICT with a payment that is subsequently dishonored.
3. The DISTRICT may, without notice, discontinue or refuse to establish or

restore electric service for any of the following reasons:

- a. The CUSTOMER'S ELECTRICAL EQUIPMENT or use thereof constitutes a dangerous condition, is unsafe, or in violation of the law.
  - b. The operation of the CUSTOMER'S ELECTRICAL EQUIPMENT is, or will be, detrimental to the service of other customers.
  - c. The actions of the CUSTOMER or any other person or persons occupying the same PREMISES as the CUSTOMER or their agent, the conditions of the PREMISES' ELECTRICAL EQUIPMENT or of the DISTRICT'S electrical equipment on or serving the PREMISES, or any other evidence reasonably indicates an intent to defraud the DISTRICT.
4. The notice required under Section A.1 above when given to a RESIDENTIAL CUSTOMER under Section A.1 a or b above shall include all of the following information:
- a. The name and address of the RESIDENTIAL CUSTOMER whose account is delinquent.
  - b. The amount of the delinquency.
  - c. The date by which payment or arrangements for payment is required in order to avoid termination.
  - d. The procedure by which the RESIDENTIAL CUSTOMER may initiate a complaint or request an investigation concerning service or charges, except that if the bill for service contains a description of that procedure, the notice is not required to contain that information.
  - e. The procedure by which the RESIDENTIAL CUSTOMER may request amortization of the unpaid charges.
  - f. The procedure for the RESIDENTIAL CUSTOMER to obtain information on the availability of financial assistance, including private, local, state, or federal sources, if applicable.
  - g. The telephone number of a representative of the DISTRICT who can provide additional information or institute arrangements for payment.
5. The DISTRICT shall make a reasonable, good faith effort to notify the RESIDENTIAL CUSTOMER by mail or in person at least forty-eight (48) hours prior to any termination of service so as to notify the RESIDENTIAL

CUSTOMER of the following:

- a. The name and address of the RESIDENTIAL CUSTOMER whose account is delinquent.
  - b. The amount of the delinquency.
  - c. The date by which payment or arrangements for payment is required in order to avoid termination.
  - d. The procedure for the RESIDENTIAL CUSTOMER to obtain information on the availability of financial assistance, including private, local, state, or federal sources, if applicable.
  - e. The telephone number of a representative of the DISTRICT who can provide additional information or institute arrangements for payment.
6. Service will not be discontinued for nonpayment where a licensed physician and surgeon certifies that discontinuance of service to a RESIDENTIAL CUSTOMER will be life threatening to the RESIDENTIAL CUSTOMER and the RESIDENTIAL CUSTOMER is financially unable to pay for service within the normal payment period and is willing to enter into an amortization agreement with the DISTRICT with respect to all charges that the RESIDENTIAL CUSTOMER is unable to pay prior to delinquency. Any RESIDENTIAL CUSTOMER meeting the above requirements shall, upon request, be permitted to amortize, over a period not to exceed twelve (12) months, the unpaid balance of any bill asserted to be beyond the means of the RESIDENTIAL CUSTOMER to pay within the normal period for payment. No termination of service shall be effected for any RESIDENTIAL CUSTOMER complying with an amortization agreement, if the RESIDENTIAL CUSTOMER also keeps the account current as charges accrue in each subsequent billing period.
7. If a RESIDENTIAL CUSTOMER fails to comply with an amortization agreement under Section A, 6 above or under Rule 10, B, the DISTRICT shall not terminate service without giving notice to the RESIDENTIAL CUSTOMER at least forty-eight (48) hours prior to termination of the conditions the RESIDENTIAL CUSTOMER is required to meet to avoid termination, but the notice does not entitle the RESIDENTIAL CUSTOMER to further investigation by the DISTRICT.

B. Discontinuance of Service at Customer's Request

1. CUSTOMERS shall notify the DISTRICT not less than three days in

advance as to when they desire to terminate their responsibility for service.

2. CUSTOMER'S notification to the DISTRICT shall state the date on which they wish the termination of responsibility for service to become effective.
3. CUSTOMERS may be held responsible for all service furnished at their PREMISES until the date of termination specified in their notification, or a date three working days beyond the date of the notification, whichever date is later.

C. Restoration of Service: Reconnection Charges

1. The DISTRICT shall require the CUSTOMER to pay a reconnection charge for restoring electric service that has been disconnected for non-payment of bills or for failure otherwise to comply with the electric service requirements, rate schedules or the rules and regulations of the District.
2. In addition to any other charges authorized by Electric Service Rule 11, the DISTRICT may require the CUSTOMER to pay any extraordinary costs incurred by the DISTRICT incident to a discontinuance or restoration of service which costs were caused by the CUSTOMER'S or CUSTOMER'S employee's or agent's intentional act or negligence.
3. Payment received on an account that satisfies the requirements for reconnection of service is considered authorization to restore service.
4. The DISTRICT will not guarantee restoration of service on the same day of discontinuance of service.
5. The DISTRICT will restore electric service during NORMAL BUSINESS HOURS. Requests of this type which are received by the DISTRICT on Saturday, Sunday or Holidays, or after 4:00 P.M. on Monday thru Friday, will be performed on the DISTRICT'S next normal working day.

D. Electrical Equipment Tampering Charge

1. In addition to any other charges authorized by the DISTRICT'S Rules, the DISTRICT may collect from the CUSTOMER all costs incurred by the DISTRICT (a) to repair or replace any DISTRICT- owned electrical equipment that have been altered, tampered with, bypassed or damaged so as to improperly monitor the amount of the electricity furnished the CUSTOMER and (b) to remove from the CUSTOMER'S PREMISES any instrument, appliance, apparatus, device, wire, line, or cable used to obtain electricity without incurring proper charges therefore.

## Electric Service Rule 12

### Application of Rate Schedules

#### A. Application

1. Whenever the DISTRICT adopts new Electric Service Rate Schedules, the DISTRICT will take such measures as may be practicable to inform all affected CUSTOMERS of the new schedules. Copies of all current rate schedules are available for public inspection.
2. Bills for electric service will be computed in accordance with the rate schedules adopted by the DISTRICT and applicable to the class of service supplied to the CUSTOMER.
3. All rate schedules of the DISTRICT apply to service supplied entirely by the DISTRICT without interconnection of the CUSTOMER'S facilities with any other source of supply.
4. If the APPLICANT or CUSTOMER refuses to state the purpose for which the electric service is to be used or is being used, or refuses or fails to allow DISTRICT employees to inspect the APPLICANT/CUSTOMER'S PREMISES to determine the amount, type or use of the ELECTRICAL EQUIPMENT installed therein, the DISTRICT shall have the right to do any one of the following:
  - a. Apply an appropriate Rate Schedule to the electric service; or
  - b. Refuse electric service to the APPLICANT; or
  - c. Discontinue electric service pursuant to Electric Service Rule 11, Section A.1.f.
5. When a different rate schedule is applied to an existing electric service, the DISTRICT will not prorate the bill.
6. Experimental Rate Schedules
  - a. An Experimental Rate Schedule is a voluntary rate for CUSTOMERS who meet the criteria specified in the Applicability and Special Conditions sections of the particular experimental rate schedule in question.

- b. All Experimental Rate Schedules are temporary, and the term of each schedule shall be clearly stated in the Applicability section of the particular experimental rate schedule.
- c. When an Experimental Rate Schedule expires by its terms, the DISTRICT shall provide notification of the expiration at least ten calendar days prior to the date of the schedule's termination,
  - a. Through public notification,
  - b. And in writing to CUSTOMERS currently on the Experimental Rate Schedule, additionally informing them of changes to their billing provisions, if any.
- d. Notwithstanding the foregoing, the General Manager, in his or her sole discretion, may suspend the implementation of any Experimental Rate Schedule to new and/or existing CUSTOMERS ("Suspension"), as follows:
  - a. At least ten calendar days prior to the date of Suspension, the General Manager shall provide notice:
    - i. Through public notification,
    - ii. And in writing to CUSTOMERS then currently on the Experimental Rate Schedule.
  - b. The notice shall state the duration of the Suspension, not to exceed 120 calendar days from the date of Suspension (the "Initial Suspension Period").
  - c. Prior to the end of the Initial Suspension Period, the General Manager shall determine, in his or her sole discretion, whether the Experimental Rate Schedule shall be modified, restricted and/or terminated.
  - d. Notice of the General Manager's determination of the status of the Experimental Rate Schedule during the Initial Suspension Period shall be provided:
    - i. Through public notification,
    - ii. And in writing to CUSTOMERS currently on the Experimental Rate Schedule, which shall also inform CUSTOMERS of the estimated impact to the CUSTOMER'S bill, if any.



## Electric Service Rule 13

### Temporary Service

A. Establishment of Temporary Service - The DISTRICT will furnish temporary service, including operations of a speculative nature or questionable permanency, under the following conditions:

1. If undue hardship to the DISTRICT or to its CUSTOMERS does not result therefrom.
2. The APPLICANT shall pay to the DISTRICT, in advance, the estimated net cost of installing and removing all facilities specially required for such temporary service.
3. Nothing in this rule shall limit the right of the DISTRICT to require the temporary service CUSTOMER, as a condition precedent to the continuation of such service, to provide additional sums of money to cover costs which may result from such temporary service furnished hereunder, or to refuse service if such service would, in the DISTRICT'S judgment, prove an undue hardship to the DISTRICT or to its CUSTOMERS.
4. The APPLICANT shall establish his credit pursuant to Electric Service Rule 6.

### B. Temporary Construction Power

1. In addition to the above charges, contractor's service for construction power, where the temporary service can be easily relocated to the permanent service, requires a non-refundable advance payment of the temporary service charge to cover the cost of temporary service and the subsequent relocation of the service to the permanent service entrance. Contractor's service, whereby the contractor installs the service entrance in a permanent location, thus not requiring the DISTRICT to subsequently relocate the service, will not require said advance payment.

### C. Change to Permanent Status

1. When a CUSTOMER served under this Rule has operated the ELECTRICAL EQUIPMENT originally installed by him or ELECTRICAL EQUIPMENT of the same power requirements for a period of 36 consecutive months from the date service is first delivered under this Rule and has proved the permanency of his business to the DISTRICT'S

satisfaction, the CUSTOMER will be classified as permanent. The amount of refund (if any) of the payment made under Section A.2 above upon reclassification of a CUSTOMER from temporary to permanent will be made on the basis of the line extension Rule in effect at the time temporary service was first rendered to the CUSTOMER. Total refund shall not exceed the amount paid under Section A, 2 and no interest shall be paid on the amount advanced.

Shortage of Supply and Interruption of Delivery

A. Shortage of Supply

1. The DISTRICT will attempt to furnish and deliver a continuous and sufficient supply of electric energy to its CUSTOMERS but does not guarantee the continuity or sufficiency of the supply of electric energy.
2. The DISTRICT shall not be liable for shortage or insufficiency of supply, or any loss or damage of any kind or character occasioned thereby.
3. In case of shortage of supply and during the period of such shortage, the DISTRICT will apportion its available supply of energy among all customers in the most reasonable manner possible in DISTRICT'S sole discretion.

B. Interruption of Delivery

1. Whenever the DISTRICT shall find it necessary to make repairs or improvements to the system, it will have the right to temporarily suspend the delivery of electric energy. As much prior notice will be given as circumstances permit. Repairs or improvement will be made as rapidly as practicable and, if practicable, they will be made at such times as will produce the least inconvenience to the CUSTOMERS.
2. The DISTRICT shall not be liable for the interruption of supply of electric energy, or any loss or damage of any kind or character occasioned thereby.

## Electric Service Rule 15

### Line Extensions

#### A. General

1. Additional definitions for use in Rule 15.
  - a. **COMPLETED APPLICATION:** An application which the DISTRICT has certified as containing all the information required.
  - b. **DATE OF COMPLETED APPLICATION:** The date determined by the DISTRICT that a CUSTOMER has furnished all the information required by the DISTRICT to engineer the ELECTRIC SERVICE FACILITIES for the property or project to be served.
  - c. **PUBLIC RIGHTS-OF-WAY:** That portion of the following within which the DISTRICT has a legal right to occupy without the payment of any fees:
    - a) public streets, roads and highways maintained by a public agency;
    - b) public utility easements or electrical easements parallel and adjacent to public streets, roads and highways maintained by a public agency;  
or
    - c) easements, as requested by the District for the purpose of connecting facilities between public streets, roads and highways maintained by a public agency, which easements do not exceed 500 feet.
  - d. **PANEL KVA:** The product of the following: panel rated amperage, nominal service voltage, and 1.73.
2. The DISTRICT, at its convenience, shall construct overhead and underground lines only along PUBLIC RIGHTS-OF-WAY and on public and private property across which easements or rights-of-way satisfactory to the DISTRICT may be obtained without cost or condemnation by the DISTRICT.
3. CUSTOMERS are required to provide, at no cost to the DISTRICT, all easements and rights-of-way needed to serve electricity to the

CUSTOMER'S property or project.

4. The normal steps in the Line Extension process are as follows:
  - a. Customer applies for a line extension.
  - b. If the application is certified by the DISTRICT as being a COMPLETED APPLICATION, the DISTRICT will begin engineering the ELECTRIC SERVICE FACILITIES for the CUSTOMER'S project and will give the CUSTOMER an estimate of the DISTRICT'S charges. Engineering will not proceed until the CUSTOMER has paid a deposit equal to 10 percent of the total amount of the estimated DISTRICT charges.
  - c. CUSTOMER pays the DISTRICT the amount of all estimated DISTRICT charges and, where applicable, files with the DISTRICT a properly completed and signed underground installation agreement.
  - d. Where applicable, the DISTRICT provides the CUSTOMER with the electrical layout of the CUSTOMER'S project.
  - e. The electric facilities are constructed and inspected.
5. The CUSTOMER must pay a deposit equal to 10 percent of the total amount of the estimated DISTRICT charges before the DISTRICT will provide the CUSTOMER with the electrical layout of the CUSTOMER'S project. The entire deposit amount will be applied towards the total DISTRICT charges including the DISTRICT'S cost if the project doesn't proceed.
6. The CUSTOMER must pay the total amount of the estimated DISTRICT charges of the CUSTOMER'S project before scheduling construction of any ELECTRIC SERVICE FACILITIES.
7. Line extensions shall be either single phase or three phase as determined by the DISTRICT.
8. The charges and Electric Service Rules in effect on the DATE OF COMPLETED APPLICATION for a line extension shall apply to that line extension.
9. The DISTRICT may disregard and/or dispose of applications that have been submitted for more than two years where the TID construction has not been completed, or in such case may require that the CUSTOMER's application and project conform to the current version of the Electric Service Rules,

Electric Service Schedule of Charges, and other construction requirements.

10. The length of line required for an extension shall be considered as the distance along the shortest practical route as determined by the DISTRICT.

## B. Overhead Extension

### 1. Overhead Extension Charge

- a. Where overhead line extensions are to be constructed along PUBLIC RIGHTS-OF-WAY, the overhead extension charge shall not be charged on a length of 100 feet for each horsepower of connected load with a maximum non-chargeable length of 1,000 feet.
- b. The overhead extension charge shall not be charged on 150 feet of overhead line extensions, whether or not constructed along PUBLIC RIGHTS-OF-WAY.
- c. The maximum total non-chargeable length under both Sections B.1.a. and B.1.b. shall be 1,150 feet. Where applicable, the Section B.1.a. length will be applied before the Section B.1.b. length.
- d. Overhead line extensions of greater lengths than the non-chargeable lengths provided for, respectively, in Sections B.1.a. and B.1.b. above shall be made if the CUSTOMER applying for the service pays to the DISTRICT the overhead extension charge for each foot of line in excess of the applicable non-chargeable length.

### 2. Overhead Conversion Charge

- a. Where overhead conversion work is to be performed along PUBLIC RIGHTS-OF-WAY, the overhead conversion charge shall not be charged on a converted length of 100 feet for each horsepower of connected load with a maximum non-chargeable length of 1,000 feet.
- b. The overhead conversion charge shall not be charged on 150 feet of existing line converted from single phase to three phase, whether or not performed along PUBLIC RIGHTS-OF-WAY.
- c. The maximum total non-chargeable conversion length under both Sections B.2.a. and B.2.b. shall be 1,150 feet. Where applicable, the Section B.2.a. length will be applied before the Section B.2.b. length.

3. Residential. In addition to any applicable overhead extension or conversion

charge, overhead service installations to serve residential developments (including, but not limited to, individual single-family dwellings, apartments, condominiums, and mobile homes) shall be made in accordance with the following conditions:

- a. Residential Overhead Installation Charge. The CUSTOMER shall pay to the DISTRICT the residential overhead installation charge for each separate service entrance that the DISTRICT will serve, regardless of service length.
  - b. Residential Three Phase Installation Charge. When an existing service entrance is converted from single phase to three phase, the CUSTOMER shall pay the DISTRICT the appropriate residential three phase installation charge for each separate converted service entrance that the DISTRICT will serve, regardless of service length. If there is no existing single phase service entrance and the CUSTOMER requests a three phase service entrance, the CUSTOMER shall pay the DISTRICT the residential overhead installation charge in addition to the appropriate residential three phase installation charge.
4. Commercial. In addition to any applicable overhead extension or conversion charge, overhead service installations to serve commercial or industrial developments shall be made in accordance with the following conditions:
- a. Three Phase Service
    - (1) Commercial Overhead Three Phase Service Entrance Charge. The CUSTOMER shall pay to the DISTRICT the commercial overhead three phase service entrance charge for each separate service entrance that the DISTRICT will serve.
    - (2) Commercial Overhead Three Phase Capacity Charge. The CUSTOMER shall pay to the DISTRICT the commercial overhead three phase capacity charge for each PANEL KVA rating of each separate service entrance that the DISTRICT will serve.
    - (3) New commercial overhead three phase service will not be provided to service panels larger than 600 amps, unless the District determines, in consideration of field conditions, that such service to a panel of greater than 600 amps would be in the best interests of the CUSTOMER and the DISTRICT.
  - b. Single Phase Service

- (1) Commercial Single Phase Installation Charge. The CUSTOMER shall pay to the DISTRICT the commercial single phase installation charge for each separate service entrance that the DISTRICT will serve, regardless of service length.

c. Conversion Service

- (1) When an existing service entrance is converted from single phase to three phase, the CUSTOMER shall pay the DISTRICT the difference between the total charges for three phase service and the total charges for single phase service.
5. The non-chargeable conversion length under Section B.2.a. may be used in lieu of or in combination with the non-chargeable length allowed under Section B.1.a. However, the combined maximum total non-chargeable lengths under Sections B.1.a. and B.2.a. for work along PUBLIC RIGHTS-OF-WAY for any project shall not exceed 1,000 feet.
6. The DISTRICT reserves the right to require the CUSTOMER to pay the full and actual costs of construction for line extensions for electric services which in the opinion of the District are of an intermittent or standby nature. Such determination may be made by the DISTRICT even after the CUSTOMER has paid the total estimated DISTRICT CHARGES.

C. Underground Extensions

1. Underground Extensions to Commercial, Residential Individuals, and Residential Subdivisions.
  - a. Where underground line extensions are to be constructed along PUBLIC RIGHTS-OF-WAY the underground extension charge shall not be charged on a length of 100 feet for each horsepower of connected load with a maximum additional length of 1,000 feet.
  - b. The underground extension charge shall not be charged on 150 feet of underground line extensions, whether or not constructed along PUBLIC RIGHTS-OF-WAY.
  - c. The maximum total non-chargeable length under both Sections C.1.a. and C.1.b. shall be 1,150 feet. Where applicable, the Section C.1.a. length will be applied before the Section C.1.b. length.
  - d. Underground line extensions of greater lengths than the non- chargeable



lengths provided for, respectively, in Sections C.1.a. and C.1.b. above shall be made if the CUSTOMER pays to the DISTRICT the underground extension charge for each foot of line in excess of the applicable non-chargeable length.

- e. In addition to the underground extension charge, the fees described in Sections C.2. through C.5. below shall also apply.

## 2. Residential

- a. Underground line extensions to serve residential developments (including, but not limited to, residential subdivisions, individual single family dwellings, apartment complexes, condominiums, and mobile home parks) shall be made if the CUSTOMER pays to the DISTRICT for each meter installed or for each lot within a storm drainage basin the residential padmounted installation charge for padmount transformer installation.
- b. The CUSTOMER may request an existing service entrance be converted from single phase to three phase, providing the residential development is served with a three phase primary conductor, providing any additional transformers or structures can be installed solely on the CUSTOMER'S property or a recorded easement is obtained by the CUSTOMER from other property owners, and providing the CUSTOMER pays the DISTRICT the appropriate residential three phase installation charge for each separate converted service entrance that the DISTRICT will serve. If there is no existing single phase service entrance and the CUSTOMER requests a three phase service entrance, the CUSTOMER shall pay the DISTRICT the residential padmounted installation charge in addition to the appropriate residential three phase installation charge.
- c. The CUSTOMER shall provide and install at the CUSTOMER'S expense and in accordance with the DISTRICT'S Construction Standards all trenching, transformer pads, pull boxes, secondary boxes, power markers, service conductors, conduit, and additional substructures. The CUSTOMER shall make service connections at the service entrance equipment.
- d. Ownership of ELECTRIC SERVICE FACILITIES constructed by the CUSTOMER is automatically transferred to the DISTRICT upon final acceptance of the facilities by the DISTRICT. Risk of loss or damage to the facilities remains with the CUSTOMER until final acceptance by the DISTRICT.

- e. Apartment Complexes designed to accept 120/208 Volt three-phase four-wire service to ganged panels with a minimum of 4 meters shall be permitted to pay the Commercial Underground Three-phase Service Entrance and Capacity charges of Rule 15 C.3. in lieu of the residential entrance charge of Rule 15 C.2.a.
3. Commercial. Underground line extensions to serve commercial or industrial developments shall be made in accordance with the following conditions:
- a. Three Phase Service
    - (1) Commercial Underground Three Phase Service Entrance Charge. The CUSTOMER shall pay to the DISTRICT the commercial underground three phase service entrance charge for each separate service entrance that the DISTRICT will serve.
    - (2) Commercial Underground Three Phase Capacity Charge. The CUSTOMER shall pay to the DISTRICT the commercial underground three phase capacity charge for each PANEL KVA rating of each separate service entrance that the DISTRICT will serve.
  - b. Single Phase Service
    - (1) Commercial Single Phase Installation Charge. The CUSTOMER shall pay to the DISTRICT the commercial single phase installation charge for each separate service entrance that the DISTRICT will serve, regardless of service length. Service shall be provided from a padmount transformer except where, in the District's opinion, conditions require a subsurface transformer.
  - c. Conversion Service
    - (1) When an existing service entrance is converted from single phase to three phase, the CUSTOMER shall pay to the DISTRICT the difference between the total charges for three phase service and the total charges for single phase service.
  - d. The CUSTOMER shall provide and install at the CUSTOMER'S expense and in accordance with the DISTRICT'S Construction Standards all trenching, transformer pads, pull boxes, conduit, transformer vaults, secondary boxes, power markers, service

conductors, and additional substructures. The CUSTOMER shall make service connections at service entrance equipment.

4. Low Voltage Underground Extensions for Individual Installations from Overhead Transformers.

a. General

(1) The CUSTOMER shall provide and install all conductors at the CUSTOMER'S expense and will make all service connections at the service entrance equipment.

(2) New commercial low voltage underground extensions for individual installations from overhead transformers will not be provided to service panels larger than 600 amps, unless the District determines, in consideration of field conditions, that such service to a panel of greater than 600 amps would be in the best interests of the CUSTOMER and the DISTRICT.

b. Residential

(1) Residential Overhead Installation Charge. The CUSTOMER shall pay to the DISTRICT the residential overhead installation charge for each separate service entrance the DISTRICT will serve.

(2) Residential Three Phase Installation Charge. When an existing service entrance is converted from single phase to three phase, the CUSTOMER shall pay the DISTRICT the appropriate residential three phase installation charge for each separate converted service entrance that the DISTRICT will serve. If there is no existing single phase service entrance and the CUSTOMER request a three phase service entrance, the CUSTOMER shall pay the DISTRICT the residential overhead installation charge in addition to the appropriate residential three phase installation charge.

c. Commercial

(1) Three Phase Service

(a) Commercial Overhead Three Phase Service Entrance Charge. The CUSTOMER shall pay to the DISTRICT the commercial overhead three phase service entrance charge for each separate service entrance that the DISTRICT will serve.

- (b) Commercial Overhead Three Phase Capacity Charge. The CUSTOMER shall pay to the DISTRICT the commercial overhead three phase capacity charge for each PANEL KVA rating of each separate service entrance that the DISTRICT will serve.

(2) Single Phase Service

- (a) Commercial Single Phase Installation Charge. The CUSTOMER shall pay to the DISTRICT the commercial single phase installation charge for each separate service entrance that the DISTRICT will serve, regardless of service length.

(3) Conversion Service

- (a) When an existing service entrance is converted from single phase to three phase, the CUSTOMER shall pay to the DISTRICT the difference between the total charges for three phase service and the total charges for single phase service.

- 5. Feeder Lines. Feeder lines shall be extended underground if the CUSTOMER pays to the DISTRICT the underground feeder extension charge for each foot of extension. There are no non-chargeable lengths for the underground feeder extension charge. The CUSTOMER shall provide and install all conduit and necessary substructures at the CUSTOMER'S expense.
  - 6. Ownership of ELECTRIC SERVICE FACILITIES constructed by the CUSTOMER is automatically transferred to the DISTRICT upon final acceptance of the facilities by the DISTRICT. Risk of loss or damage to the facilities remains with the CUSTOMER until final acceptance by the DISTRICT.
  - 7. Where the DISTRICT is to install underground facilities, the CUSTOMER shall enter into an underground installation agreement with the DISTRICT in the form prescribed by the Assistant General Manager Electrical Engineering and Operations. The agreement must be properly completed and signed by the CUSTOMER and filed with the DISTRICT at the same time all estimated DISTRICT charges are paid.
- D. Government Agencies and Public Utilities. In lieu of residential or commercial service charges, TID may charge Government Agencies and Public Utilities a special utility connection charge for each separate service entrance that the DISTRICT will serve, provided the connected load has a demand of 1 KW or

less, the service entrance is within 150 feet of existing TID electric service facilities, the service can be connected without installation of new facilities or replacement of existing TID facilities, and the CUSTOMER is not served under Electric Service Rate Schedule NM, LO, LC, or LD.

E. CUSTOMERS served under Electric Service Rate Schedule NM, LO, LC, or LD and are within 150 feet of existing TID electric service facilities shall not be charged the special utility connection charge.

F. Combined Maximum Total Non-chargeable Lengths

1. The combined maximum total non-chargeable lengths under Sections B.1.a. B.2.a. and C.1.a. for work along PUBLIC RIGHTS-OF-WAY for any project shall not exceed 1,000 feet.
2. The combined maximum total non-chargeable lengths under Sections B.1.b. B.2.b. and C.1.b. for any one electric service shall not exceed 150 feet.

G. Refund of Payments

1. If a CUSTOMER cancels or withdraws an application after the DISTRICT has begun work on that application, or the application is discarded as a result of Rule 15 A.9, then the labor and other costs incurred by the DISTRICT shall be deducted from any payments made by CUSTOMER for that application.

H. Line Extension Outside of TID Electric Service Area

1. Line extensions outside of the TID Electric Service Area can be made in certain situations, with the approval of TID, neighboring utilities, and if required, the California Public Utility Commission. Such line extensions will only be made if the requesting customer pays the full cost to extend service. Line extension non-chargeable lengths and non-chargeable conversion lengths are not applicable to customers that are outside of the TID Electric Service Area.

## Electric Service Rule 16

### Service Connections and Facilities on Customer's Premises

#### A. General

##### 1. Ownership of Facilities

- a. The DISTRICT shall become the owner of all ELECTRIC SERVICE FACILITIES constructed or installed on a CUSTOMER'S PREMISES in accordance with the DISTRICT Construction Standards and the Electric Service Rules. Ownership of ELECTRIC SERVICE FACILITIES constructed or installed by a CUSTOMER is automatically transferred to the DISTRICT upon final acceptance of the facilities by the DISTRICT. Risk of loss or damage to CUSTOMER-constructed or installed facilities remains with the CUSTOMER until final acceptance by the DISTRICT.
- b. The CUSTOMER shall not charge the DISTRICT rent or any other charge or fee for DISTRICT-owned facilities on the CUSTOMER'S PREMISES.

##### 2. Right of Access

- a. The DISTRICT shall have the right of access to the CUSTOMER'S PREMISES, without payment of any charge therefore, at all reasonable hours for any purpose related to the furnishing of electric service, including but not limited to meter reading, meter replacement, testing, inspection, construction, maintenance, and repair of facilities. The CUSTOMER shall not install or construct obstructions that limit access to DISTRICT property. Line truck access must at all times be maintained to DISTRICT property, including transformers, pull boxes, meter panels, poles, and subsurface conduits.
- b. The DISTRICT may refuse or discontinue service pursuant to Electric Service Rule 11 if permanent right of access is not provided by the CUSTOMER.
- c. Upon termination of service, the DISTRICT shall have the right of access to the CUSTOMER'S PREMISES to remove its facilities installed thereon.

- d. The CUSTOMER shall obtain and provide the DISTRICT with all necessary easements.

### 3. Customer Responsibility for Facilities

- a. The CUSTOMER shall not tamper or interfere with, damage or destroy any ELECTRIC SERVICE FACILITIES installed on CUSTOMER'S PREMISES and the CUSTOMER shall exercise reasonable care to prevent the tampering or interference with, damage or destruction of any such ELECTRIC SERVICE FACILITIES. The CUSTOMER shall promptly notify the DISTRICT if the CUSTOMER discovers any tampering, interference, damage or destruction of ELECTRIC SERVICE FACILITIES.
- b. The CUSTOMER shall, at his sole risk and expense, furnish, install, inspect and keep in good and safe condition all ELECTRICAL EQUIPMENT required for receiving electric energy from the lines of the DISTRICT, regardless of the location of the transformers, meters, or other equipment of the DISTRICT, and for utilizing such energy, including all necessary protective devices and suitable housing therefore, and the CUSTOMER shall be solely responsible for the transmission and delivery of all electric energy over or through the CUSTOMER'S ELECTRICAL EQUIPMENT, and the DISTRICT shall not be responsible for any loss or damage occasioned thereby.
- c. All service switches, cutouts, and similar devices required in connection with a service and meter installation on CUSTOMER'S PREMISES shall be furnished, installed and maintained by the CUSTOMER in accordance with DISTRICT specifications.
- d. All ELECTRICAL EQUIPMENT installed by the CUSTOMER shall conform to the standards of governing agencies.

### 4. Transformer Installations on CUSTOMER PREMISES

- a. CUSTOMERS shall furnish space on their PREMISES for either a transformer pole structure, pad mounted transformer or an outdoor transformer station enclosure where service to a CUSTOMER cannot properly be accommodated on a DISTRICT easement or right-of-way.
- b. CUSTOMERS shall furnish rights-of-way and easements for the DISTRICT'S facilities as are needed to maintain legal clearances from adjacent structures and which will provide for adequate continuing

access to the DISTRICT'S facilities.

- c. CUSTOMERS shall furnish any necessary concrete pads or enclosures to accommodate the DISTRICT'S facilities. Detailed information will be furnished by the DISTRICT upon request.

## B. Metering Installations

### 1. Location

- a. All meters shall be installed by the DISTRICT upon the CUSTOMER'S PREMISES in a location approved by the DISTRICT.
- b. All meters shall be accessible to authorized representatives of the DISTRICT at all times for, including but not limited to, inspecting, reading, testing, maintaining, and replacing.
- c. The DISTRICT may require CUSTOMERS to provide a new meter location at CUSTOMER'S expense if an existing meter location becomes inaccessible.

### 2. Sealing

- a. CUSTOMERS shall furnish a suitable means for the DISTRICT to place its seal on meters, panel covers, service troughs and instrument transformer enclosures which contain unmetered service conductors.
- b. All metering installations shall be sealed by the DISTRICT and no such seal shall be broken or tampered with except by a representative of the DISTRICT authorized to do so.

### 3. Testing

- a. Where meter transformers are furnished by the DISTRICT as part of the meter installation, the DISTRICT will also furnish the means of safe testing; however where such transformers are not used and the said means for safe testing are required, the CUSTOMER may be required to provide a service switch incorporating the same. Detailed information will be furnished by the DISTRICT upon request.

## C. Services

### 1. General



- a. The DISTRICT will connect only one service to any one building except where the convenience of the DISTRICT is served thereby or where the CUSTOMER is required by law to install more than one service.
  - b. Connection or disconnection of services from the DISTRICT'S electrical system shall only be performed by a representative of the DISTRICT authorized to do so.
- 2. Overhead Service from Overhead Facilities
  - a. In areas supplied by the DISTRICT'S overhead facilities, the DISTRICT will furnish and install a service drop provided the CUSTOMER pays the DISTRICT the amount specified under Rule 15.
- 3. Underground Service from Overhead Facilities
  - a. In areas supplied by overhead facilities, underground service connections will be made in accordance with the terms and conditions of the DISTRICT'S underground installation agreement and Electric Service Rule 15.
- 4. Underground Service from Underground Facilities
  - a. In areas supplied by the DISTRICT'S underground facilities, the DISTRICT will extend an underground service connection to the facilities provided by the CUSTOMER at a point designated by the DISTRICT in accordance with the terms and conditions of the DISTRICT'S underground installation agreement and Electric Service Rule 15.

Meter Tests and Adjustments of Bills

A. Additional definitions for use in Rule 17.

1. **METER ERROR:** The incorrect measurement of electricity by a meter which is registering more than 2% fast or 2% slow under conditions of normal operation. This includes stuck meters and faulty demand registers.
2. **BILLING ERROR:** The incorrect billing of an account due to an error by the DISTRICT or the CUSTOMER which results in incorrect charges to the CUSTOMER.
  - a. Billing error includes, but is not limited to, incorrect meter reads or clerical errors, wrong daily billing factor, incorrect voltage discount, wrong connected load information, crossed meters, an incorrect billing calculation, an incorrect meter multiplier, an inapplicable Rate, or the DISTRICT'S failure to provide the CUSTOMER with notice of Rate options in accordance with Rule 12.
  - b. Field error, including, but not limited to installing the meter incorrectly and failure to close the meter potential or test switches, is also considered billing error.
3. **UNAUTHORIZED USE:** Unauthorized use includes, but is not limited to:
  - a. Unmetered use of electricity resulting from unauthorized connections, alterations, or modifications to electric supply lines and/or electric meters;
  - b. Placing conductive material in the meter socket to allow energy to flow from the line side of the service to the load side of the service without a meter (cut in flat), unless performed by an authorized District employee;
  - c. Installing an unauthorized electric meter in place of the meter assigned to the account;
  - d. Inverting or otherwise repositioning the meter, thereby altering registration;

- e. Damaging the meter to stop registration, thereby rendering it untestable;
- f. Using the DISTRICT'S electric service without compensation to the DISTRICT in violation of applicable Rates and/or DISTRICT rules.

#### B. Meter Tests

1. Any CUSTOMER may, upon not less than five days' notice, require the DISTRICT to test his electric meter.
2. A deposit of the meter test charge will not be required from the CUSTOMER for tests except when a CUSTOMER requests a meter test within six months after date of installation of the meter, or more often than once in twelve months thereafter.
3. The amount deposited will be returned to the CUSTOMER if the meter is found, upon test, to register more than 2% fast or slow under conditions of normal operation.
4. A CUSTOMER shall have the right to require the DISTRICT to conduct the test in his presence or, if he so desires, in the presence of an expert or other representative appointed by him. A report giving the result of the test will be supplied to the CUSTOMER within a reasonable time after completion of the test.
5. No meter will be placed in service or allowed to remain in service which has an error in registration in excess of 2% under conditions of normal operation.

#### C. Adjustment of Bills for METER ERROR

##### 1. Fast Meter

##### a. RESIDENTIAL AND NONRESIDENTIAL SERVICE

When, as the result of any test, a meter is found to be more than 2% fast, the DISTRICT shall refund to the CUSTOMER the overcharge based on the corrected meter readings for the period in which the meter was in use, not exceeding six months, unless it can be shown that the error was due to some cause, the date of which can be fixed. In this case, the overcharge shall be computed back to such date but not beyond three years prior to the date the error is brought to the attention of the DISTRICT.

## 2. Slow Meter

### a. RESIDENTIAL SERVICE

If the meter for residential service, as the result of any test, is found not to register or to register more than 25% slow, the DISTRICT may bill the CUSTOMER for the amount of the undercharge.

The billing may be based on the CUSTOMER'S average bill, the corrected usage, or the DISTRICT'S calculated estimate of the energy usage for the entire period not covered by the bills previously rendered but not to exceed twelve months.

### b. NONRESIDENTIAL SERVICE

If a meter for nonresidential service, as the result of any test, is found not to register or to register more than 2% slow, the DISTRICT may bill the CUSTOMER for the amount of the undercharge based on the corrected usage or the DISTRICT'S calculated estimate of the energy usage for the entire period not covered by the bills previously rendered, but not beyond three years prior to the date the error is brought to the attention of the DISTRICT.

## D. Adjustment of Bills for BILLING ERROR

1. BILLING ERROR which does not entitle the CUSTOMER to a credit adjustment includes failure of the CUSTOMER to notify the DISTRICT of changes in the CUSTOMER'S energy use, connected load, equipment or operation, or failure of the CUSTOMER to take advantage of any noticed Rate option or condition of service for which the CUSTOMER becomes eligible subsequent to the date of application for service.
2. Where the DISTRICT overcharges or undercharges a CUSTOMER as the result of a billing error, the DISTRICT may render an adjusted bill to the CUSTOMER for the amount of any undercharge, without interest, and shall issue a refund or credit to the CUSTOMER for the amount of any overcharge, without interest, in accordance with the procedures and limitations set forth below.

### a. BILLING ERROR Resulting in Overcharges to the CUSTOMER

#### (1) RESIDENTIAL AND NONRESIDENTIAL SERVICE

If either a residential or nonresidential service is found to have been

overcharged due to billing error, the DISTRICT will calculate the amount of the overcharge, for refund or credit to the CUSTOMER, for the entire period of billing error, but not to exceed three years.

b. BILLING ERRORS Resulting in Undercharges to the CUSTOMER

(1) RESIDENTIAL SERVICE

If a residential service is found to have been undercharged due to a billing error, the DISTRICT may bill the CUSTOMER for the calculated amount of the undercharge for the entire period of error, but not to exceed twelve months.

(2) NONRESIDENTIAL SERVICE

If a nonresidential service is found to have been undercharged due to a billing error, the DISTRICT may bill the CUSTOMER for the calculated amount of the undercharge for the entire period of error, but not to exceed three years.

E. Adjustment of Bills for UNAUTHORIZED USE

1. Where the DISTRICT determines there has been unauthorized use, the DISTRICT shall have the legal right to recover, from any CUSTOMER or other person who caused or benefited from such unauthorized use, the estimated undercharges for the full period of such unauthorized use. The estimated bill shall reflect unauthorized use for the most recent three years and, separately, unauthorized use beyond the three-year period for collection as provided by law.
2. The DISTRICT may also recover the associated costs resulting from the unauthorized use including, but not limited to, investigative and equipment damage costs.

F. Special Notes

1. Nothing in this Rule shall be interpreted as limiting the DISTRICT'S rights under any provisions of any applicable civil or criminal law.
2. In accordance with the provisions of Electric Service Rule 11, where the DISTRICT determines unauthorized use is occurring, the DISTRICT may refuse or discontinue service without further notice.

G. Calculation of Bills

1. Actual Usage

If accurate meter readings are available for the energy used but not covered by bills previously rendered, they will be used for billing purposes.

2. Estimated Usage

If accurate meter readings are not available or the electric usage has not been accurately measured, the DISTRICT may estimate the energy usage for billing purposes.

Estimated bills may be determined by the DISTRICT based on one or more of the following, without limitation and for illustrative purposes only:

- a. Accurately-metered use from a remote check meter;
- b. The known percent of error in metering attributable to the unauthorized use condition as determined by the DISTRICT;
- c. Accurately-metered use prior to the onset of the billing problem;
- d. The equipment and hours of operation of the CUSTOMER or person being billed;
- e. Accurately-metered subsequent use of 30 days or more if available;
- f. Annual use profile of at least three CUSTOMERS with similar connected load, premises load profiles, hours of energy use, etc. (percent of annual use); or
- g. Other reasonable and supportable billing methodology when none of the aforementioned billing techniques is appropriate under the individual circumstances.

Service to Premises and Use of Electricity

A. General

1. In order to render electric service to all customers at uniform rates and under equitable and nondiscriminatory service conditions, the DISTRICT will not permit customers to resell electricity which it supplies and will serve the following premises in the indicated manner:
  - a. Single family residence - All such residence shall be served directly.
  - b. Multiple family residence - Each individual dwelling unit shall be served directly except in the case where the CUSTOMER demonstrates that the central space conditioning, water heating or other common service is provided through a central unit of greater efficiency and cost-effectiveness when compared to smaller individual units. In such case, the CUSTOMER shall be allowed to install common equipment on a separate meter.
  - c. Commercial/Industrial - All such premises shall be metered individually except where the CUSTOMER demonstrates that the central space conditioning, water heating or similar service is shown to be more energy efficient than smaller, individual units. In such cases, the CUSTOMER shall be allowed to install common equipment on a separate meter.
  - d. Buildings which contain central space conditioning or water heating by a renewable resource, e.g., solar, shall be allowed to separately meter the common equipment.
  - e. Commercial buildings which are designed to be subdivided in varying sections after construction to meet varying tenant needs may, under some circumstances subject to DISTRICT approval, have multiple customers on a single meter. It is the responsibility of the owner and tenants to determine how to apportion the electric bill while maintaining compliance with the laws and rules prohibiting the resell of electricity.
2. CUSTOMERS shall not use electricity received from the DISTRICT for

purposes other than those specified in their application for service.

**B. Submetering of Electricity**

1. CUSTOMERS may retain submetering equipment as a means of retroactively adjusting tenant (ultimate consumer) rental charges for energy consumption, where the CUSTOMER is an owner, lessee or operator of an apartment dwelling, mobile home park or trailer park, for which submetering was previously permitted, provided that the portion of such charges allocable to electricity may not exceed the rates the DISTRICT would charge if it served the tenants (ultimate consumers) directly.

**C. Enforcement**

1. CUSTOMERS who are receiving service in conflict with this Rule and who fail to bring themselves into conformity within a reasonable time after receiving written notice from the DISTRICT shall have their service discontinued.



Connection with Cogeneration and Small Power Producers

A. General

1. The DISTRICT shall interconnect and operate in parallel with QUALIFYING FACILITIES subject to all the rules, regulation, and requirements of the DISTRICT.
2. The DISTRICT has the option of purchasing the power output of such QUALIFYING FACILITIES or providing facility and services to allow sale to an adjacent utility that the owner of the QUALIFYING FACILITY has made prior contractual arrangements with for the receipt of such power.
3. Nothing in these Rules shall limit the DISTRICT'S ability to evaluate each QUALIFYING FACILITY and determine terms and conditions that are mutually satisfactory to all parties and to deny interconnection of QUALIFYING FACILITIES that will be detrimental to the operation of the DISTRICT'S FACILITIES and/or degrade the quality of service to the DISTRICT'S CUSTOMERS.

B. Conditions of Interconnection

1. The DISTRICT shall allow interconnection between its facilities and QUALIFYING FACILITIES on a continuing basis as long as the parallel operation of the QUALIFYING FACILITY does not degrade, in any way, the quality of electric service provided to the DISTRICT'S other customers and does not create any hazard to the public and property. The QUALIFYING FACILITY shall insure that its operation in no way creates unsafe conditions either at its facility or on the DISTRICT'S facilities.
2. The DISTRICT shall determine, at its sole discretion, whether the QUALIFYING FACILITY is of sufficient size to require a System Impact Study and/or a Facilities Study. If any or both of the studies is required, the owner of the QUALIFYING FACILITY shall enter into a written agreement with the DISTRICT to perform the required study(ies) and shall pay the estimated or actual cost of the study(ies) as determined and required by the DISTRICT.

3. If the results of either the System Impact Study or Facilities Study require the DISTRICT to reinforce its electric system to interconnect the QUALIFYING FACILITY, the owner of the QUALIFYING FACILITY shall enter into a written agreement with the DISTRICT to construct the required reinforcements and shall pay the estimated or actual cost of the reinforcements as determined and required by the DISTRICT.
4. The QUALIFYING FACILITY shall enter into a written agreement with the DISTRICT for interconnection, sale or disposal of its power, and if required by the DISTRICT, standby station service prior to actual connection and operation of the QUALIFYING FACILITIES.
5. The QUALIFYING FACILITY shall comply with all requirements of the National Electrical Code, American National Standards Institute (ANSI), Institute of Electrical and Electronic Engineers (IEEE), American Society of Mechanical Engineers (ASME), General Order No. 95 and all local, state and federal rules and regulations or codes which may be applicable.

#### C. Interconnection

1. The owner of the QUALIFYING FACILITY shall, to the point of interconnection; furnish, install, operate and maintain in good repair and without cost to the DISTRICT such protective and safety equipment and any other equipment as shall be designated by the DISTRICT as suitable for operation of such a facility.
2. The owner of the QUALIFYING FACILITY shall provide at no cost to the DISTRICT a manually operated and lockable, visual disconnect device that shall be for the exclusive use of the DISTRICT and accessible by DISTRICT representatives at all times. Usually such device will be an air switch or fused cutouts located near the point of interconnection.
3. The protective switching equipment outlined above in paragraph two (2) may  
be operated without notice or liability by the DISTRICT or DISTRICT representative if, in the opinion of the DISTRICT or its representative, continued operation of the QUALIFYING FACILITY in connection with the  
utility's system may create or contribute to a system emergency or safety hazard. The DISTRICT shall endeavor to minimize any adverse effects of such operation on the QUALIFYING FACILITY.
4. Any costs of interconnection incurred by the DISTRICT due to the interconnection of the QUALIFYING FACILITY shall be the responsibility

of the QUALIFYING FACILITY. Such costs shall include but not be limited to the cost of operating, maintaining and modifying the interconnection facilities.

5. The DISTRICT shall be advised of the proposed start up and parallel time for such facilities and a DISTRICT representative shall approve and be in attendance at the initial parallel operation.

#### D. Protective Relaying

1. The QUALIFYING FACILITY shall provide, maintain in service and coordinate such protection equipment as may be necessary to protect the QUALIFYING FACILITY from power system disturbances and to prevent the QUALIFYING FACILITY from creating or contributing to such disturbances. Such protection equipment shall be (a) capable of coordination with DISTRICT'S Electric System, (b) in service at the time the QUALIFYING FACILITY parallels, and (c) in coordination with DISTRICT'S Electric System at all times. The QUALIFYING FACILITY shall include in its protection equipment automatic protective devices on the QUALIFYING FACILITY to provide for separation from TID's Electric System under system overfrequency and fault conditions.

#### E. Power Factor

1. The power output of the QUALIFYING FACILITY must approach a unity power factor when operated in parallel with the DISTRICT'S facilities. Equipment shall be installed to correct any deficiencies in power factor by the owner of the QUALIFYING FACILITY and at his expense.

#### F. Metering

1. The DISTRICT shall provide metering equipment to record all power delivered to the QUALIFYING FACILITY'S load. Such load may consist of not only the QUALIFYING FACILITY but also the CUSTOMER'S load had he not installed a QUALIFYING FACILITY.
2. The DISTRICT shall provide metering equipment to record all power produced by the QUALIFYING FACILITY that will be sold to the DISTRICT or delivered by the DISTRICT for sale to a third party.
3. Power delivered to and received from the QUALIFYING FACILITY shall be measured by suitable electric Meters installed, owned and maintained by TID, which may include but not limited to reactive-power Meters, loss

Meters and back-up Meters as required by TID.

4. The DISTRICT shall own, operate and maintain all necessary meters and associated equipment utilized for billing and monitoring the QUALIFYING FACILITY'S load and power output. The QUALIFYING FACILITY shall be required to submit payment for the cost of such meters and associated equipment prior to the beginning of service.

#### G. System Disturbances

1. Disturbances to the DISTRICT'S facilities shall be minimized to the greatest extent possible. Such disturbances shall include but not be limited to lagging or leading power factors, unacceptable voltage regulation, voltage flicker, and harmonics.

#### H. Daily Reporting

1. The owner or operator of a QUALIFYING FACILITY shall maintain a daily operations log for all facilities. Such log shall contain information on unit parallel and separation times, maintenance outages, trip operation and other unusual events or any other information required by the DISTRICT.
2. The DISTRICT shall have the right to periodically review these logs and to require the logs to be communicated to the DISTRICT on a regular basis.

#### I. Scheduling

1. The QUALIFYING FACILITY, if required by the DISTRICT, shall schedule all the power generated by the QUALIFYING FACILITY using methods and procedures defined by the DISTRICT.

#### J. Sales to Qualifying Facilities

1. Power shall be provided to QUALIFYING FACILITIES on a non-discriminatory basis. The QUALIFYING FACILITY shall be provided service under one or more appropriate rate schedules.
2. Should the QUALIFYING FACILITY'S load also contain other non-related loads, such load shall also be served under one or more appropriate rate schedules.
3. The owner of the QUALIFYING FACILITY may request electric service under a maintenance, supplementary interruptible or backup power schedule. Should the DISTRICT not have such a Rate Schedule in effect

at the time of the request, it may find compliance with such a request unacceptable under Section 292.305b(2) of the Public Utility Regulatory Policy Act (PURPA).

4. The District may discontinue sales to the QUALIFYING FACILITY during a system emergency, providing that such discontinuance is on a nondiscriminatory basis.

#### K. Purchases from Qualifying Facilities

1. The standard rates for purchases from QUALIFYING FACILITIES shall be based on the DISTRICT'S actual short run marginal cost of electricity applicable to the time of delivery as determined by the DISTRICT.
2. Such standard rates may be adjusted for the QUALIFYING FACILITY'S effect on the DISTRICT'S system losses, administrative costs, dispatchability, reliability, term of contract and other factors which impact the DISTRICT'S costs.
3. Should the DISTRICT'S actual avoided costs as determined in Section K.1. above drop below a previously contracted rate, the DISTRICT retains the right to cancel such contract and offer to renegotiate or dispose such power from a QUALIFYING FACILITY. Sufficient notice shall be provided to the owner of the QUALIFYING FACILITY of use of this provision.
4. The DISTRICT shall review monthly its avoided costs as determined above and publish standard rates for purchase.
5. The District may discontinue purchases from the QUALIFYING FACILITY during a system emergency, providing that such discontinuance is on a nondiscriminatory basis.

#### L. Wheeling for Qualifying Facilities

1. Should the owner of a QUALIFYING FACILITY request the DISTRICT to provide the means to sell its power to an adjacent utility, the DISTRICT may do so, at its option.
2. In order for the DISTRICT to determine the availability of the wheeling service requested and the associated impacts to the DISTRICT'S electric system and customers the requested wheeling service may have, the DISTRICT may require, at its sole discretion, a System Impact Study and/or a Facilities Study. If any or both of the studies is required, the owner of the QUALIFYING FACILITY shall enter into a written agreement with the

DISTRICT to perform the required study(ies) and shall pay the estimated or actual cost of the study(ies) as determined and required by the DISTRICT.

3. If the results of either the System Impact Study or Facilities Study require the DISTRICT to reinforce its electric system to interconnect the QUALIFYING FACILITY the owner of the QUALIFYING FACILITY shall enter into a written agreement with the DISTRICT to construct the required reinforcements and shall pay the estimated or actual cost of the reinforcements as determined and required by the district.
4. The amount of power delivered to the DISTRICT for sale to an adjacent utility may be adjusted up or down according to the effect on the DISTRICT'S system losses.
5. The District may discontinue providing wheeling services to the QUALIFYING FACILITY during a system emergency, providing that such discontinuance is on a nondiscriminatory basis.

#### M. Payments

1. The QUALIFYING FACILITY shall pay for all the cost associated with interconnecting, supplying power to, purchasing power from, and providing wheeling for the QUALIFYING FACILITY.
2. Costs shall include, as applicable, capital expenditures, taxes, depreciation, and expenses of operation, maintenance, engineering, administration and general, and any other costs, as determined in accordance with the then-current FERC Uniform System of Accounts or its successor, and if construction is required, costs of capital.

#### N. Liability

1. The QUALIFYING FACILITY shall defend, indemnify and hold harmless the DISTRICT from any and all liability arising from the operation and interconnection of the QUALIFYING FACILITY. The QUALIFYING FACILITY shall bear full responsibility for the installation and safe operation of the equipment required to generate and deliver energy or capacity and energy to the point of interconnection.
2. The owner of a QUALIFYING FACILITY shall maintain worker's compensation insurance as required by law and public liability insurance covering bodily injury and property damage in an amount specified by the DISTRICT. Each public liability policy shall name the DISTRICT as an

additional insured.

3. The DISTRICT shall not be liable whether in contract or in tort or under any other legal theory to the owner of a QUALIFYING FACILITY, the owner's customers, or any other person or entity for (1) lost generation revenue, (2) loss of use revenue or profit, (3) cost of capital, (4) substitute use or performance or (5) for any other incidental, indirect, special, or consequential damages.

## Electric Service Rule 20

### Facility Changes

#### A. General

1. A written contract prepared under the provisions of Electric Service Rule 4, may supersede all or part of this Electric Service Rule 20.
2. The DISTRICT, at its convenience, will make changes to existing DISTRICT facilities as requested by CUSTOMER provided that the changes have no adverse affects to the DISTRICT or to other DISTRICT customers.
3. The facility change requestor will compensate the DISTRICT fully for the requested facility change.
4. All payments made to the DISTRICT by a CUSTOMER pursuant to this Rule are due and payable prior to the DISTRICT starting construction.

#### B. Street Widening

1. When a street widening project borders a private development and a public entity requires the street improvements to be provided by the developer as a condition of approving the development plan, the DISTRICT will be compensated for relocation costs and will bill the developer for them. It is immaterial whether the request to the DISTRICT is initiated by the public entity or the developer.
2. When a street widening project is funded by a public entity and relocation of DISTRICT facilities within the public right-of-way is required, the DISTRICT will normally relocate its facilities at its own cost except when:  
a) the area required for the street widening includes private property in which the DISTRICT has an enforceable easement, or b) the public right-of-way is one in which the DISTRICT has a prior right. In either case, the DISTRICT will expect to be compensated for relocation costs.

#### C. Refund of Payments

1. If a CUSTOMER cancels or withdraws an application after the DISTRICT has received payment and begun work, then the labor and other costs



incurred by the DISTRICT shall be deducted from any payments made by the CUSTOMER for that application, prior to issuance of a refund.

2. Where, because of CUSTOMER inaction or reasons beyond control of the DISTRICT, the CUSTOMER has not made full payment to the DISTRICT within 6 months from the date of application, or the DISTRICT is unable to complete the work within 12 months from the date of application, the application will be canceled and any fees refunded, less estimated DISTRICT costs.

#### D. Single Phase Electric Facility Changes

1. Where a CUSTOMER increases the capacity of an existing single phase service entrance, the DISTRICT will accommodate the change without payment of a fee, provided the service location remains the same, or the new location is a benefit to TID, and the District does not have to add, replace, or relocate facilities (except that an overhead service may be shortened and redirected).

## Electric Service Rule 21

### Life Support Discount

#### A. Applicability

To the Domestic Rate Schedule customer who provides the required doctor's certification, approved by the District, that regular use of a medical life support device is essential to maintain the life of a full-time resident of the customer's household, or is essential to provide mobility for the resident, or the resident has a medical condition (listed below) which requires special air conditioning or heating needs.

#### B. Rate

Customers provided service on the Domestic Rate Schedule will be granted a fifty (50%) percent discount on the first 500 kilowatt-hours of usage per month. Remaining kilowatt-hours will be billed at the applicable Domestic Rate Schedule rates. All special conditions and minimum charges of the Domestic Rate Schedule remain in force.

#### C. Qualification

1. A certificate is signed by a doctor of medicine or osteopathy licensed to practice medicine in the State of California, which states that a specific device is essential to sustain the resident's life. To qualify, the doctor must establish that a resident of the household is the doctor's patient and the resident is:
  - a. Dependent on a life support device as defined below,
  - b. A paraplegic, hemiplegic, or quadriplegic person with special air-conditioning or heating needs, or
  - c. A person with cystic fibrosis, multiple sclerosis, or similar type medical condition which requires special air-conditioning or heating needs.
2. An agreement in a form approved by the Customer Services Department Manager and signed by the customer.
3. It is the responsibility of the customer or the responsible party to notify the

District if there is a change of equipment or when the use of the equipment is no longer needed.

4. Confirmation of the life support need will be required biennial.

#### D. Life Support Devices

A life support device, for purposes of this Rule, is defined as any medical device requiring District-supplied energy for its operation that is regularly required to maintain the life of a person residing in a residential dwelling. Life support devices include but are not limited to:

- Aerosol Tents
- Compressors
- Electric Nerve Stimulators
- Electrostatic and Ultrasonic Nebulizers
- Hemodialysis Machines
- IPPB Machines
- Iron Lungs
- Motorized Wheelchair
- Pressure Pads and Pumps
- Respirators
- Suction Machine

Net-metered Generation

A. Applicability

This rule is applicable to those CUSTOMERS who voluntarily request for, and subsequently qualify for service under the DISTRICT Electric Service Schedule RNT or NNT. These are CUSTOMERS who will generate electricity in parallel with the DISTRICT'S distribution grid by means of solar and/or wind generation which is no more than 1 Megawatt in total peak capacity.

B. Additional definitions for use in Rule 22.

1. **ELECTRIC SYSTEM** - All properties and other assets without limitation, currently or hereafter existing or acquired, which are owned or controlled by the DISTRICT or its successor(s), and used for or directly associated with the generation, transmission, transformation, distribution or sale of electric power, including but not limited to all additions, extensions, expansions, and improvements thereto.
2. **FACILITY** – An electric generation facility, owned or operated by a CUSTOMER, including but not limited to all components and features thereto.
3. **FORCE MAJEURE** – Any occurrence beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure which causes the Party to be unable to perform part or all of its obligations, which by exercise of due foresight such Party could not reasonably have been expected to avoid and which the Party is unable to overcome by the exercise of due diligence. Such an occurrence may include, but is not limited to, act of God, flood, tsunami, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, sudden actions of the elements, epidemic, war, acts of terrorism, riot, civil disturbance, labor or material shortages, labor disputes, actions or inactions by federal, state, or municipal agencies, and actions or inactions of legislative, judicial, or regulatory agencies of competent jurisdiction.
4. **HAZARDOUS CONDITION** – Any condition which potentially or actually endangers any person(s), the DISTRICT'S Electric System, and any-real or personal property of others.

5. INITIAL INTERCONNECTION CAPACITY – The maximum kW output of the FACILITY as approved by the DISTRICT for those customers whose applications for service under Electric Service Rule 22 were submitted on or before November 17, 2014.
6. INTERCONNECTION APPLICATION – Application for interconnecting CUSTOMER’S electric generation FACILITY.
7. INTERCONNECTION CAPACITY – The maximum kW output of the FACILITY.
8. PRUDENT UTILITY PRACTICE – Any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with prudent business practices, reliability, safety, and expedition.

#### C. Interconnection

1. CUSTOMER shall not connect any generation to the DISTRICT’S electrical grid or any part of the DISTRICT’S ELECTRICAL SYSTEM until approval of the facility and permission to interconnect is given to the CUSTOMER by the DISTRICT in writing. Such approval shall not be unreasonably withheld. CUSTOMER shall exercise reasonable diligence and deploy safety devices as needed to ensure that inadvertent interconnection does not occur.
2. In order for a CUSTOMER to choose to apply for service under the TID Schedule NET rate schedule, the CUSTOMER must complete an INTERCONNECTION APPLICATION. The INTERCONNECTION APPLICATION may contain other requirements not stated in these rules in accordance with applicable law or other requirements that the District may deem necessary to ensure the safe and prudent operation of the utility system and the interconnection with the CUSTOMER. The DISTRICT may modify such INTERCONNECTION APPLICATION from time to time as deemed necessary by the DISTRICT.
3. The DISTRICT shall determine, at its sole and absolute discretion, whether the FACILITY is of sufficient size or location to require a system interconnection study. If any study is required, the CUSTOMER shall enter into a written agreement with the DISTRICT for the DISTRICT to perform

the required study and shall pay the estimated or actual cost of the study as determined and required by the DISTRICT.

4. If the results of the interconnection study require the DISTRICT in its sole discretion to reinforce or upgrade its ELECTRIC SYSTEM or to install additional or other ELECTRIC SYSTEM in order to properly interconnect the FACILITY, the CUSTOMER agrees that it shall enter into a separate written agreement with the DISTRICT such that the DISTRICT will construct the required reinforcements, and pursuant to which the CUSTOMER agrees that it shall pay any and all charges to reimburse the DISTRICT for its costs and expenses in constructing and installing the reinforcements, as determined and required by the DISTRICT. Any reinforcements so installed shall remain the property of the DISTRICT.
5. The DISTRICT, after approval of the CUSTOMER'S INTERCONNECTION APPLICATION, and any other agreement which may be required hereunder, will interconnect and operate in parallel with CUSTOMER's Net-metered Generation subject to all the applicable rules, regulations, and requirements of the DISTRICT, as amended from time to time. The CUSTOMER shall at all times be in compliance with all applicable dictates and requirements of Authorities Having Jurisdiction (AHJ - as defined in the most recent version of the NFPA National Electrical Code).
6. CUSTOMER shall be solely responsible for any and all legal and financial obligations arising from the construction, installation, design, operation, and maintenance of the FACILITY.
7. The CUSTOMER, at CUSTOMER's sole cost and expense, shall obtain all permits and authorizations in accordance with all applicable laws and regulations for the construction, installation, design, operation, and maintenance of the FACILITY. All required permits and authorizations shall be kept current by the CUSTOMER.
8. The DISTRICT shall have the right to have its representatives present at the final inspection made by the governmental AHJ to inspect and approve the installation of the Net-metering generation. CUSTOMER shall notify the DISTRICT, at least five (5) days prior to such inspection.
9. The CUSTOMER shall provide a lockable and accessible knife-blade disconnect switch acceptable to the DISTRICT and clearly labeled "Generator Disconnect Switch" that will allow safe isolation of the CUSTOMER'S generator from the DISTRICT'S ELECTRICAL FACILITIES for maintenance and operating purposes. The primary locking

provision shall be reserved so that TID personnel are capable of applying a padlock at any time to ensure the disconnect is locked open. The CUSTOMER shall be permitted to lock open the disconnect for maintenance purposes provided CUSTOMER uses a dual locking device that will enable TID personnel to safely and independently lock open the disconnect at any time.

10. If the CUSTOMER proposes to add additional generation capacity or otherwise alter the facility, then the CUSTOMER must submit a new INTERCONNECTION APPLICATION and obtain DISTRICT approval, prior to any new or increased interconnection.
  - a. RNT CUSTOMERS with less than 10 kw of INITIAL INTERCONNECTION CAPACITY may increase their INTERCONNECTION CAPACITY to cover their existing load up to 11 kw of INTERCONNECTION CAPACITY.
  - b. RNT CUSTOMERS WITH 10 kw or more of INITIAL INTERCONNECTION CAPACITY and NNT CUSTOMERS may increase their INTERCONNECTION CAPACITY by a maximum of 10% to cover their existing load.
11. The DISTRICT shall furnish and install at the DISTRICT'S cost one or more meters to capture generation or usage (e.g., KWH), by the FACILITY. Any meter installed shall remain the property of the DISTRICT. CUSTOMER shall provide and install a meter socket in accordance with DISTRICT'S metering standards. If the CUSTOMER desires more detailed metering equipment, all associated costs shall be paid by the CUSTOMER prior to interconnection.
12. CUSTOMER shall deliver net generation to the DISTRICT at the DISTRICT installed interconnection meter or meters.
13. In the event the DISTRICT, in its sole discretion, determines that the FACILITY has caused any deficiencies in power factor, the CUSTOMER shall install equipment to correct such deficiencies, at CUSTOMER'S sole expense.
14. Disturbances to the DISTRICT'S ELECTRIC SYSTEM shall be minimized by the CUSTOMER to the greatest extent possible. Such disturbances shall include but not be limited to lagging or leading power factors, unacceptable voltage regulation, voltage flicker, or harmonics.

#### D. Aggregation

1. An aggregation eligible CUSTOMER is a customer who has electrical load that is adjacent or contiguous to the property on which the FACILITY is located, if those properties are solely owned, leased, or rented by the CUSTOMER. For the purposes of this Electric Service Rule 22, properties that are only divided by a street, highway, or public thoroughfare are considered contiguous, provided they are otherwise contiguous and under the same ownership.
2. An aggregation eligible CUSTOMER may elect to aggregate their metered load and metered generation in the following manner. The monthly electricity (in kwhr) generated by the FACILITY is allocated to each metered load (in kwhr) in proportion to the total monthly load (in kwhr) as selected by the CUSTOMER located on the eligible property as defined in Section D.1. Subsequent to the monthly allocation of metered generation, each metered load will be treated as an individual CUSTOMER taking service under Electric Service Rule 22.
  - a. CUSTOMER choosing to aggregate is ineligible to receive compensation for excess generation as defined in the applicable net metering Electric Service Schedule.
  - b. CUSTOMER must pay the aggregation charge before aggregation will be implemented.
  - c. CUSTOMER may choose to change the aggregating accounts at the end of the billing period as defined in the applicable net metering Electric Service Schedule.
  - d. All aggregated accounts must be on the same billing period as defined in the applicable net metering Electric Service Schedule.

#### E. Operation

1. The DISTRICT shall have the right to perform FACILITY inspection and/or testing by DISTRICT personnel if there are indications that the FACILITY is not performing properly or if the DISTRICT determines that safe operation of their FACILITY is reasonably in question.
2. CUSTOMER may reconnect the Net-metering generation to the DISTRICT'S system following normal operational outages and interruptions without notifying the DISTRICT unless the DISTRICT has disconnected service to the CUSTOMER, or the DISTRICT notifies CUSTOMER that reconnection poses the reasonable possibility of a safety hazard. If the DISTRICT has disconnected service to the net-metering generation or CUSTOMER service facility, or the DISTRICT has notified CUSTOMER that a reasonable possibility of a safety hazard caused by



reconnection, then the CUSTOMER shall contact the DISTRICT'S Operation Administration and obtain the DISTRICT'S authorization prior to reconnecting to the DISTRICT'S ELECTRIC SYSTEM.

3. CUSTOMER at all times shall operate and maintain the FACILITY in a safe and prudent manner and in full conformance with all applicable solar or wind electrical generating system safety and performance standards established by the National Electrical Code (NEC), the Institute of Electrical and Electronic Engineers (IEEE), and accredited testing laboratories such as Underwriters Laboratories, and where applicable, rules of the Public Utilities Commission regarding safety and reliability, and applicable laws, regulations, and building codes, as may be amended from time to time.
4. CUSTOMER shall reimburse and hold harmless the DISTRICT for any and all losses, damages, claims, penalties, or liability it incurs as a result, in whole or in part, of CUSTOMER'S failure to obtain or maintain any governmental authorization and permits required for construction and operation of the FACILITY. CUSTOMER shall reimburse the DISTRICT for any and all losses, damages, claims, penalties, or liability the DISTRICT may incur in whole or in part, due to CUSTOMER'S failure to follow the DISTRICT Rates and Rules.
5. By submitting an Interconnection Application and obtaining the DISTRICT'S approval thereof, the CUSTOMER hereby consents and authorizes the DISTRICT entry onto CUSTOMER'S premises without prior notice for the following reasons:
  - b. to inspect, at reasonable hours, the FACILITY'S protective devices and to read or test any DISTRICT meter; to disconnect at any time, without notice, the FACILITY if, in the DISTRICT's sole and absolute discretion, an immediate or potential HAZARDOUS CONDITION exists, whether due to the FACILITY, the CUSTOMER'S operation of the FACILITY and/or all applicable requirements, or otherwise.
6. In the DISTRICT'S sole and absolute discretion, the DISTRICT may require the CUSTOMER to enter into a separate written operating agreement with the DISTRICT, which agreement will govern the CUSTOMER'S operation of its FACILITY in accordance with Service Rule 22.

#### F. Electric Rate Schedules; Renewable Energy Credits

1. If eligible, the DISTRICT will place the CUSTOMER on the applicable net metering rate schedule. The CUSTOMER expressly acknowledges that the applicable Rate may be modified from time to time, and CUSTOMER consents to any such modification.
2. Renewable Energy Credits. Except to the extent otherwise required by law, the CUSTOMER acknowledges and agrees that by accepting a solar incentive payment from the DISTRICT, the DISTRICT shall own and be entitled to 100% of the Renewable Energy Credits and associated renewable attributes attributable to the FACILITY.

#### G. Interruption or Reduction of Deliveries

1. The DISTRICT shall not be obligated to accept or pay for, and the DISTRICT may require CUSTOMER to interrupt or reduce, the delivery of available energy generated by the FACILITY under the following:
  - a. Whenever the DISTRICT, in its sole and absolute discretion, determines that the interruption or reduction is necessary in order for the DISTRICT to construct, install, maintain, repair, replace, remove, investigate, or inspect any part of the DISTRICT'S ELECTRIC SYSTEM.
  - b. If the DISTRICT, in its sole and absolute discretion, determines that the interruption or reduction is necessary as a result of a HAZARDOUS CONDITION, voluntary or involuntary outage, event of FORCE MAJEURE, or in order to correct or comply with a PRUDENT UTILITY PRACTICE.
  - c. The DISTRICT shall have the right to disconnect any generation from the DISTRICT'S ELECTRIC SYSTEM that, in the DISTRICT'S sole and absolute discretion, is causing an unacceptable disturbance on the DISTRICT ELECTRIC SYSTEM.
  - d. In the DISTRICT'S sole and absolute discretion, the DISTRICT will attempt to provide the CUSTOMER with at least 24 hours' prior notice of a planned interruption, outage, or reduction of delivery of energy from the FACILITY, to the extent it is practicable.

#### H. Interconnection Capacity

1. For existing projects, the INTERCONNECTION CAPACITY is set equal to the maximum kW output of the FACILITY. For new projects or increases of output in existing projects, the INTERCONNECTION CAPACITY shall

be established by the DISTRICT. The DISTRICT shall have the right to require the CUSTOMER to reimburse the DISTRICT for performing a technical study to establish the INTERCONNECTION CAPACITY.

2. Power deliveries to the DISTRICT ELECTRIC SYSTEM shall not exceed the INTERCONNECTION CAPACITY specified in INTERCONNECTION APPLICATION at any time, and the DISTRICT shall not be obligated to accept such excess power. In the event that power deliveries exceed the INTERCONNECTION CAPACITY, the Parties, at either Party's request, shall meet to determine the reason that the INTERCONNECTION CAPACITY was exceeded. If the Parties determine that such an event was not due to FORCE MAJEURE or a HAZARDOUS CONDITION and is reasonably likely to occur again then a new INTERCONNECTION CAPACITY shall be established. CUSTOMER acknowledges and agrees that the DISTRICT shall have the right, in the DISTRICT's sole discretion, to require that a study be conducted by the DISTRICT in order to determine if additional facilities, including but not limited to upgrades to the DISTRICT'S ELECTRIC SYSTEM, are required to accommodate the increased INTERCONNECTION CAPACITY. The cost of any such study shall be paid by the CUSTOMER prior to approval of an INTERCONNECTION APPLICATION. If, as a result of the study additional facilities are required to accommodate the INTERCONNECTION CAPACITY, all costs of installing such facilities, including but not limited to the applicable overheads, shall be paid by CUSTOMER. In any event, the DISTRICT'S determination hereunder shall be final and not subject to appeal.

#### I. Other

1. The CUSTOMER acknowledges and expressly agrees that it shall defend, indemnify and hold harmless the DISTRICT, its employees, directors, officers, and agents, from any and all liability arising from the installation, operation, maintenance and interconnection of the FACILITY, without limitation. At all times the CUSTOMER acknowledges that it shall bear full responsibility for the installation, maintenance and safe operation of the FACILITY to the point of interconnection.
2. The CUSTOMER expressly acknowledges and agrees that the DISTRICT shall not be liable whether in contract or in tort or under any other legal theory to the owner of a Net-metering Generation facility, or any other person or entity for any of the following that arises out of the CUSTOMER's use of a Net-Metering Generation FACILITY, for: (1) lost generation revenue; (2) loss of use revenue or profit; (3) cost of capital; (4)

substitute use or performance; or (5) for any other incidental, indirect, special, exemplary, punitive or consequential damages.

3. Rate Schedule RNT or NNT shall expire on the date which is twenty (20) years from the effective date of the customer's initial interconnection with DISTRICT. Upon expiration, CUSTOMER shall have the option to discontinue net metering or be placed in the effective self-generation rate as determined by the DISTRICT.

Self-Generation

A. Applicability

This rule is applicable to those CUSTOMERS who voluntarily request for, and subsequently qualify for service under the District Electric Service Schedule DG, FG, CG, IG, HG, BG, or MG. These CUSTOMERS generate electricity in parallel with the DISTRICT'S distribution grid.

B. Additional definitions for use in Rule 23.

1. **ELECTRIC SYSTEM** - All properties and other assets without limitation, currently or hereafter existing or acquired, which are owned or controlled by the DISTRICT or its successor(s), and used for or directly associated with the generation, transmission, transformation, distribution or sale of electric power, including but not limited to all additions, extensions, expansions, and improvements thereto.
2. **FACILITY** – An inverter connected electric generation facility owned or operated by a CUSTOMER including, but not limited to, all components and features thereto.
3. **FORCE MAJEURE** – Any occurrence beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure which causes the Party to be unable to perform part or all of its obligations, which by exercise of due foresight such Party could not reasonably have been expected to avoid and which the Party is unable to overcome by the exercise of due diligence. Such an occurrence may include, but is not limited to, act of God, flood, tsunami, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, sudden actions of the elements, epidemic, war, acts of terrorism, riot, civil disturbance, labor or material shortages, labor disputes, actions or inactions by federal, state, or municipal agencies, and actions or inactions of legislative, judicial, or regulatory agencies of competent jurisdiction.
4. **HAZARDOUS CONDITION** – Any condition which potentially or actually endangers any person(s), the DISTRICT'S Electric System, and any-real or personal property of others.
5. **INTERCONNECTION APPLICATION** – Application for interconnecting CUSTOMER'S electric generation FACILITY.

6. INTERCONNECTION CAPACITY – The maximum kW output of the FACILITY.
7. PRUDENT UTILITY PRACTICE – Any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with prudent business practices, reliability, safety, and expedition.

C. Interconnection

1. CUSTOMER shall not connect any generation to the DISTRICT'S electrical grid or any part of the DISTRICT'S ELECTRICAL SYSTEM until approval of the facility and permission to interconnect is given to the CUSTOMER by the DISTRICT in writing. Such approval shall not be unreasonably withheld. CUSTOMER shall exercise reasonable diligence and deploy safety devices as needed to ensure that inadvertent interconnection does not occur.
2. In order for a CUSTOMER to choose to apply for service under the TID Schedule DG, FG, CG, IG, HG, BG, or MG, the CUSTOMER must complete an INTERCONNECTION APPLICATION. The INTERCONNECTION APPLICATION may contain other requirements not stated in these rules in accordance with applicable law or other requirements that the District may deem necessary to ensure the safe and prudent operation of the utility system and the interconnection with the CUSTOMER. The DISTRICT may modify such INTERCONNECTION APPLICATION from time to time as deemed necessary by the DISTRICT.
3. The DISTRICT shall determine, at its sole and absolute discretion, whether the FACILITY is of sufficient size or location to require a system interconnection study. If any study is required, the CUSTOMER shall enter into a written agreement with the DISTRICT for the DISTRICT to perform the required study and shall pay the estimated or actual cost of the study as determined and required by the DISTRICT.
4. If the results of the interconnection study require the DISTRICT in its sole discretion to reinforce or upgrade its ELECTRIC SYSTEM or to install additional or other ELECTRIC SYSTEM in order to properly interconnect the FACILITY, the CUSTOMER agrees that it shall enter into a separate written agreement with the DISTRICT such that the DISTRICT will construct the required reinforcements, and pursuant to which the

CUSTOMER agrees that it shall pay any and all charges to reimburse the DISTRICT for its costs and expenses in constructing and installing the reinforcements, as determined and required by the DISTRICT. Any reinforcements so installed shall remain the property of the DISTRICT.

5. The DISTRICT, after approval of the CUSTOMER'S INTERCONNECTION APPLICATION, and any other agreement which may be required hereunder, will interconnect and operate in parallel with CUSTOMER'S FACILITY subject to all the applicable rules, regulations, and requirements of the DISTRICT, as amended from time to time. The CUSTOMER shall at all times be in compliance with all applicable dictates and requirements of Authorities Having Jurisdiction (AHJ - as defined in the most recent version of the NFPA National Electrical Code).
6. CUSTOMER shall be solely responsible for any and all legal and financial obligations arising from the construction, installation, design, operation, and maintenance of the FACILITY.
7. The CUSTOMER, at CUSTOMER's sole cost and expense, shall obtain all permits and authorizations in accordance with all applicable laws and regulations for the construction, installation, design, operation, and maintenance of the FACILITY. All required permits and authorizations shall be kept current by the CUSTOMER.
8. The DISTRICT shall have the right to have its representatives present at the final inspection made by the governmental AHJ to inspect and approve the installation of the FACILITY. CUSTOMER shall notify the DISTRICT, at least five (5) days prior to such inspection.
9. If the CUSTOMER proposes to add additional generation capacity or otherwise alter the FACILITY, then the CUSTOMER must submit a new INTERCONNECTION APPLICATION and obtain DISTRICT approval, prior to any new or increased interconnection.
10. CUSTOMER shall deliver net generation to the DISTRICT at the DISTRICT installed interconnection meter or meters. The interconnection meter shall be bi-directional and capable of measuring demand in 15 minute intervals.
11. In the event the DISTRICT, in its sole discretion, determines that the FACILITY has caused any deficiencies in power factor, the CUSTOMER shall install equipment to correct such deficiencies, at CUSTOMER'S sole expense.

12. Disturbances to the DISTRICT'S ELECTRIC SYSTEM shall be minimized by the CUSTOMER to the greatest extent possible. Such disturbances shall include but not be limited to lagging or leading power factors, unacceptable voltage regulation, voltage flicker, or harmonics.

#### D. Operation

1. The DISTRICT shall have the right to perform FACILITY inspection and/or testing by DISTRICT personnel if there are indications that the FACILITY is not performing properly or if the DISTRICT determines that safe operation of the FACILITY is reasonably in question.
2. CUSTOMER may reconnect the FACILITY to the DISTRICT'S system following normal operational outages and interruptions without notifying the DISTRICT unless the DISTRICT has disconnected service to the CUSTOMER, or the DISTRICT notifies CUSTOMER that reconnection poses the reasonable possibility of a safety hazard. If the DISTRICT has disconnected service to the FACILITY or CUSTOMER service facility, or the DISTRICT has notified CUSTOMER that a reasonable possibility of a safety hazard could be caused by reconnection, then the CUSTOMER shall contact the DISTRICT'S Operation Administration and obtain the DISTRICT'S authorization prior to reconnecting to the DISTRICT'S ELECTRIC SYSTEM.
3. CUSTOMER at all times shall operate and maintain the FACILITY in a safe and prudent manner and in full conformance with all applicable electrical generating system safety and performance standards established by the National Electrical Code (NEC), the Institute of Electrical and Electronic Engineers (IEEE), and accredited testing laboratories such as Underwriters Laboratories, and where applicable, rules of the Public Utilities Commission regarding safety and reliability, and applicable laws, regulations, and building codes, as may be amended from time to time.
4. CUSTOMER shall reimburse and hold harmless the DISTRICT for any and all losses, damages, claims, penalties, or liability it incurs as a result, in whole or in part, of CUSTOMER'S failure to obtain or maintain any governmental authorization and permits required for construction and operation of the FACILITY. CUSTOMER shall reimburse the DISTRICT for any and all losses, damages, claims, penalties, or liability the DISTRICT may incur in whole or in part, due to CUSTOMER'S failure to follow the DISTRICT Rates and Rules.



5. By submitting an Interconnection Application and obtaining the DISTRICT'S approval thereof, the CUSTOMER hereby consents and authorizes the DISTRICT entry onto CUSTOMER'S premises without prior notice for the following reasons:
  - a. to inspect, at reasonable hours, the FACILITY'S protective devices and to read or test any DISTRICT meter; to disconnect at any time, without notice, the FACILITY if, in the DISTRICT's sole and absolute discretion, an immediate or potential HAZARDOUS CONDITION exists, whether due to the FACILITY, the CUSTOMER'S operation of the FACILITY and/or all applicable requirements, or otherwise.
6. In the DISTRICT'S sole and absolute discretion, the DISTRICT may require the CUSTOMER to enter into a separate written operating agreement with the DISTRICT, which agreement will govern the CUSTOMER'S operation of its FACILITY in accordance with Electric Service Rule 23.

E. Electric Rate Schedules; Renewable Energy Credits

1. If eligible, the DISTRICT will place the CUSTOMER on the applicable Self-Generation rate schedule. The CUSTOMER expressly acknowledges that the applicable Rate may be modified from time to time, and CUSTOMER consents to any such modification.
2. Renewable Energy Credits. Except to the extent otherwise required by law, the CUSTOMER acknowledges and agrees that by accepting a solar incentive payment from the DISTRICT, the DISTRICT shall own and be entitled to 100% of the Renewable Energy Credits and associated renewable attributes attributable to the FACILITY.

F. Interruption or Reduction of Deliveries

1. The DISTRICT shall not be obligated to accept or pay for, and the DISTRICT may require CUSTOMER to interrupt or reduce, the delivery of available energy generated by the FACILITY under the following:
  - a. Whenever the DISTRICT, in its sole and absolute discretion, determines that the interruption or reduction is necessary in order for the DISTRICT to construct, install, maintain, repair, replace, remove, investigate, or inspect any part of the DISTRICT'S ELECTRIC SYSTEM.
  - b. If the DISTRICT, in its sole and absolute discretion, determines that the interruption or reduction is necessary as a result of a HAZARDOUS

CONDITION, voluntary or involuntary outage, event of FORCE MAJEURE, or in order to correct or comply with a PRUDENT UTILITY PRACTICE.

- c. The DISTRICT shall have the right to disconnect any generation from the DISTRICT'S ELECTRIC SYSTEM that, in the DISTRICT'S sole and absolute discretion, is causing an unacceptable disturbance on the DISTRICT ELECTRIC SYSTEM.
- d. In the DISTRICT'S sole and absolute discretion, the DISTRICT will attempt to provide the CUSTOMER with at least 24 hours' prior notice of a planned interruption, outage, or reduction of delivery of energy from the FACILITY, to the extent it is practicable.

#### G. Interconnection Capacity

- 1. The INTERCONNECTION CAPACITY is set equal to the maximum kW output of the FACILITY. For new projects or increases of output in existing projects, the INTERCONNECTION CAPACITY shall be established by the DISTRICT. The DISTRICT shall have the right to require the CUSTOMER to reimburse the DISTRICT for performing a technical study to establish the INTERCONNECTION CAPACITY.
- 2. Power deliveries to the DISTRICT ELECTRIC SYSTEM shall not exceed the INTERCONNECTION CAPACITY specified in INTERCONNECTION APPLICATION at any time, and the DISTRICT shall not be obligated to accept such excess power. In the event that power deliveries exceed the INTERCONNECTION CAPACITY, the Parties, at either Party's request, shall meet to determine the reason that the INTERCONNECTION CAPACITY was exceeded. If the Parties determine that such an event was not due to FORCE MAJEURE or a HAZARDOUS CONDITION and is reasonably likely to occur again then a new INTERCONNECTION CAPACITY shall be established. CUSTOMER acknowledges and agrees that the DISTRICT shall have the right, in the DISTRICT's sole discretion, to require that a study be conducted by the DISTRICT in order to determine if additional facilities, including but not limited to upgrades to the DISTRICT'S ELECTRIC SYSTEM, are required to accommodate the increased INTERCONNECTION CAPACITY. The cost of any such study shall be paid by the CUSTOMER prior to approval of an INTERCONNECTION APPLICATION. If, as a result of the study additional facilities are required to accommodate the INTERCONNECTION CAPACITY, all costs of installing such facilities, including but not limited to the applicable overheads, shall be paid by CUSTOMER. In any event, the DISTRICT'S determination hereunder shall

be final and not subject to appeal.

H. Other

1. The CUSTOMER acknowledges and expressly agrees that it shall defend, indemnify and hold harmless the DISTRICT, its employees, directors, officers, and agents, from any and all liability arising from the installation, operation, maintenance and interconnection of the FACILITY, without limitation. At all times the CUSTOMER acknowledges that it shall bear full responsibility for the installation, maintenance and safe operation of the FACILITY to the point of interconnection.
2. The CUSTOMER expressly acknowledges and agrees that the DISTRICT shall not be liable whether in contract or in tort or under any other legal theory to the owner of a Self-Generation FACILITY, or any other person or entity for any of the following that arises out of the CUSTOMER's use of a Self-Generation FACILITY, for: (1) lost generation revenue; (2) loss of use revenue or profit; (3) cost of capital; (4) substitute use or performance; or (5) for any other incidental, indirect, special, exemplary, punitive or consequential damages.