

**RULES FOR ELECTRIC SERVICE  
RULE 4 – SUPPLY OF SERVICE**

**A. CHARACTERISTICS OF SERVICE**

(1) The Company's standard service is single or three-phase, sixty Hertz alternating current at standard voltages as specified in REMSI. Standard service includes overhead service, and underground service at new residential developments, at locations where the Company in its discretion has elected to install underground facilities, and at locations where the customer has paid for the incremental cost of installing facilities underground. All non-standard service is in the process of elimination, and no new or additional non-standard service will be supplied.

(2) Company furnishes, where necessary, one standard transformation at the point of delivery from the line voltage to a standard secondary voltage when a rate schedule specifies service at secondary voltage or specifies no particular voltage. Where the rate schedule specifies service at primary voltages, service is supplied from the nearest available line of not less than primary voltage, and customer furnishes all equipment necessary to transform the energy from primary voltage.

(3) The point of delivery is the point designated by Company where Company's service conductors are connected to customer's service entrance conductors, terminals, or bus. Company installs and maintains facilities to the point of delivery and shall not be required to install or maintain any conductors, meter base, equipment or apparatus except any meters, meter accessories, and other Company Facilities beyond that point.

(4) The Company's standard service supplies energy to only one point of delivery to a premises. The Company may provide a separate point of delivery at the customer's request as a line and/or service extension that is installed pursuant to Tariff Rule 3. The customer pays the fully allocated costs of any primary or secondary facilities needed to serve the additional points of delivery. For application of this rule, services to more than one building or facility located on the same property and owned by the same entity will be considered service to a single premise; each individual building or facility will not be considered a separate premises.

**B. METHOD OF SERVICE**

(1) The Company furnishes and installs all electric service line facilities extending from its distribution supply lines at or near the customer's property line to the customer's point of delivery using construction methods determined by the Company for load conditions according to Company standards, except as follows:

(a) The Company may at its discretion install service facilities beyond those outlined in this tariff at the customer's request and at the customer's expense.

**RULE 4 – SUPPLY OF SERVICE (CONTINUED)**

- (b) The customer provides all mechanical facilities on his property, other than poles and guys, which are required to accommodate the installation of the Company's facilities. All facilities installed by the customer on the Company's side of the point of delivery which are not in, on or under buildings shall, after installation, be owned and maintained by the Company and be available for further extension.
  - (c) At customer's option, the customer may install all service lines and related facilities on customer's property. Such facilities shall be on the customer's side of the point of delivery and shall be owned, operated, and maintained by the customer.
  - (d) When a customer requests service in the vicinity of Company underground distribution facilities, the Company may require the customer to take underground service under the same terms and conditions which would apply if the Company service was overhead. Customers must pay for any necessary mechanical facilities required for underground service.
- (2) The Company may establish an underground system at its sole discretion.
- (3) The Company may establish an underground system at the customer's request provided that:
- (a) the customer installs the mechanical facilities;
  - (b) ownership and maintenance of all facilities in the development on Company's side of the point of delivery that are not in or under buildings vest in the Company;
  - (c) the developer grants the Company, free-of-charge ROW in accordance with Rule 2 including the right to move, maintain, and extend the underground facilities; and
  - (d) the developer agrees to pay the Company, in advance, the Company's estimated excess cost over normal overhead construction.
- (4) Underground Electric Service in New Residential Developments

The Company installs only underground distribution and service facilities in residential developments of five or more adjoining lots for the construction of single-family residences, detached or otherwise, mobile homes, or apartment houses intended for year-round occupancy, when service requires the extension of primary voltage lines. It does not apply to tracts of land which are subdivided, as defined by the Municipalities Planning Code, but not developed into utility-ready lots by a bona fide developer.

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**RULE 4 – SUPPLY OF SERVICE (CONTINUED)**

The developer requesting electric service to a residential development shall conform with the following:

- (a) At the developer’s cost, provide the Company with a copy of the recorded development plot plan identifying property boundaries, and with easements satisfactory to the Company for occupancy by distribution, service and street-light lines and related facilities.
- (b) At the developer’s cost, clear the ground in which the lines and related facilities are to be laid of trees, stumps and other obstructions, provide the excavating and backfilling subject to the inspection and approval of the Company, and rough grade it to within six inches of final grade, so that the Company's part of the installation shall consist only of laying of the lines and installing other service-related facilities. Excavating and backfilling performed or provided by the developer shall follow the Company's underground construction standards and specifications set forth by the Company and presented to the developer at the time of application for service and presentation of the recorded plot plan to the Company. If the Company's specifications have not been met by the developer's excavating and backfilling, such excavating and backfilling shall be corrected or redone by the developer or its authorized agent. Failure to comply with the Company's construction standards and specifications permits the Company to refuse service until such standards and specifications are met.
- (c) Request electric service at such time that the lines may be installed before curbs, pavements, and sidewalks are laid; carefully coordinate scheduling of the Company's line and facility installation with the general project construction schedule, including coordination with any other utility sharing the same trench; keep the route of lines clear of machinery and other obstructions when the line installation crew is scheduled to appear; and otherwise cooperate with the Company to avoid unnecessary cost and delay.
- (d) Pay to the Company any necessary and estimated additional costs incurred by the Company as a result of the following:
  - 1. Installation of underground facilities that deviate from the Company's underground construction standards and specifications if such deviation is requested by the applicant for electric service and is acceptable to the Company.
  - 2. A change in the plot plan by the developer after the Company has completed engineering for the project and/or has commenced installation of its facilities.
  - 3. Physical characteristics such as oversized lots or lots with extreme set-back where under the Company's line and service extension policy contained in its tariff a charge is mandated for overhead service.

**RULE 4 – SUPPLY OF SERVICE (CONTINUED)**

- (e) No charges other than those described in paragraph (d) shall be borne by the developer for service or by another utility sharing the same trench, even if the Company elects to perform its own excavating and backfilling.

**C. EXTRAORDINARY SERVICE**

The Company may supply service, upon request, in a manner which requires additional facilities or related regulated services to be performed, which are over and above those that the Company would normally install or provide, if the customer agrees to pay the Company at a fair and nondiscriminatory price for those additional facilities or related regulated services. This includes all service at voltages above 69,000 volts.

**D. ALTERNATE SERVICE**

The Company furnishes one source of service to a single point of delivery to a premises. However, when a customer requests an alternate source of service, the Company will install the additional facilities required, so long as the customer agrees to compensate the Company for the estimated fully allocated costs of the additional facilities maintained for the alternate service and for the future estimated costs of continuing the alternate service.

**E. CAPACITY**

The Company's facilities have a limited capacity. Therefore, to assure satisfactory operation of customers' equipment and to protect customer, including other customers, and Company facilities against damage, each customer shall notify the Company of any substantial increase in use of service so that additional facilities may be provided in accordance with the applicable provisions in this tariff.

**F. CONTINUITY**

- (1) The Company uses reasonable diligence to preserve continuity of service, but interruption of service and variation in supply characteristics (including, but not limited to, high or low voltage, operation of protection or control devices, single phasing of three phase service, and phase reversal) can occur. The Company does not guarantee continuous, regular, and uninterrupted supply of service. The Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. The Company is also not liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's control. The Company shall not be liable for any injury to person or property arising from the use of electricity by or the supply of electricity to the customer which is not the result of negligence solely on the part of the Company.

**RULE 4 – SUPPLY OF SERVICE (CONTINUED)**

(2) In no event shall the Company be liable for incidental, indirect, special or consequential damages, including loss of use or profit or loss of business. The liability of the Company to customers or other persons for damages other than incidental, indirect, special or consequential damages, including loss of use or profit or loss of business shall in no event, unless caused by the willful and/or wanton misconduct of the Company, exceed an amount in liquidated damages equivalent to the greater of \$500 or two times the charge to the customer for the service affected during the period in which the damages occurred. These limitations shall apply whether the claim is pleaded in contract or in tort, including negligence and strict liability in tort.

(3) The Company makes no warranty as to merchantability or fitness for a particular purpose, express or implied, by operation of law or otherwise. To the extent applicable under the Uniform Commercial Code or on any theory of contract or products liability, the Company limits its liability in accordance with the previous paragraph to any customer or third party for claims involving and including, but not limited to, strict products liability, breach of contract, and breach of actual or implied warranties of merchantability or fitness for an intended purpose.

(4) For the purposes of this Rule, all customer-owned equipment, materials, appliances, and associated materials/equipment on the customer’s side of the meter are the property and responsibility of the customer, and in no event shall the Company be liable for any injury to person or property arising therefrom.

(5) The Company may temporarily suspend service for the purpose of making necessary repairs, modifications, and/or to protect public safety and makes every reasonable effort to notify customers in advance, except in cases of emergency.

**G. EMERGENCY LOAD CONTROL**

(1) A load emergency situation exists whenever:

- (a) the demands for power on all or part of the utility's system exceed or threaten to exceed the capacity actually available to supply such demands;
- (b) system instability or cascading outages could result from actual or expected transmission and/or distribution system overloads or other contingencies; or
- (c) Such conditions exist in the system or another public utility or power pool with which the utility's system is interconnected and cause a reduction in the capacity available to the utility from that source or threaten the integrity of the utility's system.

**RULE 4 – SUPPLY OF SERVICE (CONTINUED)**

(2) In such case, the utility shall take such reasonable steps as the time available permits to bring the demands within the then-available capacity or to otherwise control load. Such steps shall include but shall not be limited to reduction or interruption of service to one or more customers, in accordance with the utility's procedures for controlling load.

**H. EMERGENCY ENERGY CONSERVATION**

An emergency energy conservation situation exists whenever events result or, in the judgment of the utility, threaten to result in a restriction of the fuel supplies available to the utility or its energy vendors, such that the amount of electric energy which the utility is able to supply is or will be adversely affected. In the event of an emergency energy conservation situation, the utility shall take such reasonable measures as it believes necessary and proper to conserve available fuel supplies. Such measures may include, but shall not be limited to reduction, interruption or suspension of service to one or more of its customers or classes of customers in accordance with the utility's procedure for emergency energy conservation.

**I. RELOCATION OF FACILITIES**

- (1) The relocation of customer facilities due to moving or rearranging Company's facilities at the direction of either the federal, state or local government is the customer's responsibility and expense.
- (2) The relocation of Company facilities, when done at the request of others, is at the requester's expense and payment of the Company's estimated fully allocated costs of the relocation is required in advance of construction. When the request is from an affected property owner and the facilities are on the customer's property, the charges for relocation of distribution system facilities are limited to estimated direct costs, estimated direct labor, and estimated material costs, less an amount equal to any estimated maintenance expense avoided as a result of the relocation.

**J. EMERGENCY ASSISTANCE**

The Company may, upon request and/or at the Company's discretion, assist in emergencies to correct defects in and make temporary repairs to the customer's installation. Any such assistance shall be accepted by the customer without involving responsibility on the part of the Company.

**K. CHANGE IN SERVICE CONDITIONS**

The Company may, upon request, make a change in service conditions and may require the customer to pay the estimated fully allocated costs to be incurred by the Company.