

Docket No. C-2020-3021733

Hearing Date: February 2, 2021

Complainant Exhibits

1. Paul Exhibit A -Two Photographs
2. Paul Exhibit C -Google Map Photograph
3. Paul Exhibit D -Invoice
4. Paul Exhibit E -September 29, 2021 Letter

Respondent Exhibits

1. PPL Exhibit 1 -Account Contract History
2. PPL Exhibit 3 -Answers of PPL Electroni to Randall Paul Set 1 Discovery to PPL
3. PPL Exhibit 4 -Rule 10 Disconnection and Reconnection of Service and Rule 3 Extension of Service
4. PPL Exhibit 5 -Rule 4 Supply of Service

Private pole, meter base & breaker box

Camper hook up #1

Camper hook up #2



PAUL Exhibit A

C-2020-3021733 02-02-21



| Your Bill Account Number |
|--------------------------|
| 12510-74004 |

| Please Pay By |
|---------------|
| |

| Pay This Amount |
|-----------------|
| Auto Pay |



MERLE J PAUL
1306 SPECKTOWN RD
LYKENS PA 17048-9200

PPL ELECTRIC UTILITIES
2 NORTH 9TH STREET RPC-GENN1
ALLENTOWN PA 18101-1175



PAUL Exhibit D

C-2020-3021733 02-02-21

PPL Electric Utilities
827 Hausman Road
Allentown, PA 18104-9392
Tel. 800.342.5775 Fax 484.634.3484
www.pplelectric.com



MERLE J PAUL
1306 SPECKTOWN RD
LYKENS, PA 17048

Service Address:
0 RIVER DR CABIN
DALMATIA, PA 17017

September 29, 2020

Bill Account Number: 12510-74004

Dear MERLE J PAUL:

Thank you for contacting PPL Electric Utilities. Enclosed is a statement of your account as you requested on 09/29/2020. We understand that you are not disputing your account balance and have requested this statement for information only.

You are a valued customer and we appreciate the opportunity to serve you.

If you have questions or need more information, please visit pplelectric.com or call us at 1-800-342-5775. Customer service is available 24/7 for emergencies and outages, 7 a.m. to 8 p.m. Monday through Friday for payment assistance and 8 a.m. to 6 p.m. Monday through Friday for all other billing related issues.

Sincerely,

PPL Electric Utilities

PAUL Exhibit E

C-2020-3021733 02-02-21

Account Contact History
Account: 1251074004 Customer Name: MERLE J PAUL
 From 10/23/2016 to 1/21/2021

| Contact Date | Contact Type | Remarks | User |
|--------------|---------------------------|---|---------------------------|
| 2020-12-02 | Credit | Caller randall paul Son. also advy that i do know since meter off 10 years usually after 1 year electrical inspection req Rev 12 02 2020 20 18 adv that if no issue then no fee to start services but installation of poles is something totally diff | AMY MILLARD |
| 2020-12-02 | Credit | Caller Randall Paul Son User Comments spkw rp son Randall Paul and adv that a reg reco fee is 14.00 if disco for non pay but later he was referencing reco poles adv that im am unsure of that. It is for the service department to handle i am unsure if it is the 40 000 quoted but cannot send cust recording if PUC needs then will ask for it. | AMY MILLARD |
| 2020-12-01 | Credit | Caller randall paul Son User Comments caller called stating that he needs copy of recording for the date of June 9 2020 put in sup cb | JETTA WILLIAMS |
| 2020-09-29 | WUR Assessment | randel paul-son Power of Attorney. Caller s Concern Miscellaneous - WUR will NOT be sent. Position Stated Yes. Sat No. WUR Required No. Provided PUC No. | SEPTEMBER BRITT |
| 2020-09-29 | Credit | Caller randel paul-son Power of Attorney. called in to have name on the account and address emailed to him adv i am unable to email him anything but could mail statement with account info at the top adv he could also create online profile placed on hold calhung up | SEPTEMBER BRITT |
| 2020-09-29 | Billing | Caller Randle paul Son User Comments cci for soa sent our soa to cust | ELIZABETH MERCED-MCKINNEY |
| 2020-09-29 | Correspondence - General | Template Name Statement of Account - No Dispute Created By Merced-McKinney Elizabeth Letter Edited No CS Letters ID 3735382 | CSLET |
| 2020-09-03 | SC - PUC Formal Complaint | The customer filed Formal Complaint Docket No. C-2020-3021733 - WATT ID 2592322 | E02623 |
| 2020-09-03 | Miscellaneous | WATT FieldFormalComplaint - Service Related Work Item 2592322 Created | APRIL YOU |
| 2020-06-29 | Credit | Caller RANDALL PAUL Son. general info | ROBIN STONE |
| 2020-06-29 | Miscellaneous | Caller Back Office Ratepayer. 6 29 20 - spoke w Mr. Paul and provided him update PPL is not obligated to reach out to disconnected past customers before we remove services. Provided Mr. Paul info on how to file PUC complaint regarding this issue. | MICHAEL HADGINSKE |
| 2020-06-29 | Miscellaneous | Caller Back Office Ratepayer. cont. past customers before we remove lines. Reg. group indicated we are not obligated. | MICHAEL HADGINSKE |
| 2020-06-29 | Miscellaneous | Caller Back Office Ratepayer. Spoke w Mr. Paul on 6 19 20 regarding new service extension cost at his campsite along the river. Line was removed a few years ago - no customers were connected for almost 10 years. Est. cost to extend line to campsite is 40k. Told cust. I would check w regulatory group if PL was under obligation to reach out to cont. | MICHAEL HADGINSKE |
| 2020-06-09 | WAM | 0A | SELF SERVICE USER |
| 2020-06-09 | WAM | E186278 sw RANDALL PAUL commented PLEASE CALL WHEN ASSIGNED TO TECH HE HAS QUESTIONS REGARDING POLES THAT WERE REMOVED created WO 58509616 for RMUG. CUST DESIRED IN-SVC DT 06 30 2020.REQUIRES MANUAL CONNECT.TEMP DISC False. CHG OTHR True. DISC RMUG. STORM-FIRE-FLOOD False. CHG OTHR COMMITS METER REMOVED FOR YEARS INSPECTION REQ. NEW AMP SZ 10 | SELF SERVICE USER |

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

MERLE AND RANDALL PAUL,

Complainant,

vs.

PPL ELECTRIC UTILITIES
CORPORATION,

Respondent.

COMPLAINT DOCKET

NO. C-2020-3021733

ANSWERS OF PPL ELECTRIC TO RANDALL PAUL'S SET 1 DISCOVERY TO PPL

1. What is the date the property of acct 12510-74004 was disconnected from PPL utility service?

The service to the Property serviced by Account Number 12510-74004 was disconnected via a removal of meter on October 28, 2011. By way of further response, on October 1, 2011, PPL Electric learned the meter was not communicating and PPL Electric sent a meter technician to the property on October 28, 2011. Upon identifying safety issues, the meter was removed which terminated the service.

2. Provide all notices sent or provided to Randall Paul or Merle Paul of the disconnection from PPL utility service of acct 12510-74004.

When a structure exists on the property which appears to be inhabited, the individual removing the meter will leave a notice on the door. However, the meter technician notes that the property was flooded and there was mud and water in the meter base, so the meter was removed. Due to the length of time that has elapsed, and based upon PPL Electric's four (4) year retention policy, PPL has been unable to determine whether any notices were provided. However, no further electric service bills were issued as power had been terminated.

3. Provide a copy of PPL's PA PUC tariff in effect at the time of the disconnection from PPL utility service of acct 12510-74004.

Attached please find a copy of current Rules 3 and 4 with regard to Speculative service. Also attached please find a copy of Rule 10 of PPL Electric's tariff as of January 1, 2011. Should other provisions of the tariff be requested, kindly provide a specific request as to specific Rule.

4. Why did PPL disconnect acct 12510-74004 from utility service?

Service was disconnected on October 28, 2011 due to safety issues once mud and water were determined to be in the meter base.

5. What is the date PPL removed its poles from the property of acct 12510-74004?

The line servicing the account was damaged during a weather related storm in which a tree took a wire down on or about August 4, 2012 (*there is indication that the damage occurred a week prior and was just then notified) and then de-energized on August 5, 2012. When there were no active customer on the line, the line was then removed October 2016.

6. Provide all notices sent or provided to Randall Paul or Merle Paul of removal of PPL's poles from acct 12510-74004.

PPL Electric did not notify Complainant of the removal of the poles, as Complainant was no longer an active customer of PPL Electric Utilities for the service location.

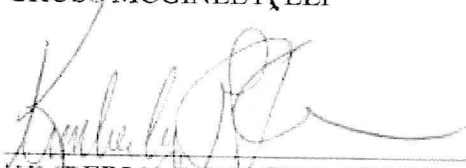
7. Why did PPL remove its poles from acct 12510-74004?

PPL Electric removed the distribution equipment (overhead wires, poles and transformers) which previously serviced Complainant as the lines were damaged and were associated with no active customers. Approximately five (5) years had elapsed between Complainant's date of last active service and line removal without any request for reconnection of service.

Date: December 10, 2020

BY:

GROSS MCGINLEY LLP


KIMBERLY G. KRUPKA, ESQUIRE

ID# 83071

33 SOUTH 7TH STREET
ALLENTOWN, PA 18101

(610) 820-5450 PHONE

(610) 820-6006 FAX

RULE 10 - DISCONNECTION AND RECONNECTION OF SERVICE (CONTINUED) (C)

B. TERMINATION (Continued)

- (g) The Company's authorized representatives cannot gain admittance or are refused admittance to the premises for the purpose of reading meters, making repairs, making inspections, or removing Company property, or the customer interferes with Company representatives in the performance of their duties, or the meters or other equipment of the Company are not accessible during reasonable hours.
- (h) The customer neglects or refuses to reimburse Company for repairs to or loss of Company's property used to supply service when such repairs are necessitated, or loss occasioned, by negligence on the part of customer.
- (i) Failure to post a deposit, provide a guarantee, or establish credit associated with service provided by the Company.
- (j) Failure to comply with the material terms of a settlement or amortization agreement.
- (k) Fraud or material misrepresentation of identity for the purpose of obtaining utility service.
- (l) Unauthorized use of the utility service delivered on or about the affected dwelling or other service location.

(3) The Company shall not terminate, or refuse to restore service to any premises when any occupant residing therein is certified by a physician, physician's assistant or nurse practitioner to be seriously ill or affected with a medical condition which will be aggravated by a cessation of service or failure to restore service.

(4) Except in emergencies, service to residential customers will not be terminated: on Saturday or Sunday; on a bank holiday or the day preceding a bank holiday; on a day, or a day preceding a day, when the Company's business offices are closed, excluding Saturdays; or on a holiday or the day preceding a holiday observed by the Pennsylvania Public Utility Commission.

(5) The customer may avoid termination under the above conditions by eliminating the cause for termination and fulfilling the appropriate conditions for reconnection under Rule 10C hereof prior to termination.

C. RECONNECTION

Whenever a service has been terminated under any of the above provisions, Company will require payment of a \$14 disconnection and reconnection charge and will, before reconnection, require customer to eliminate the cause of disconnection and fulfill any of the following conditions associated with service provided by the Company that are reasonably applicable: (C)

(1) Establish credit, make a security deposit, or provide a written guarantee acceptable to Company.

(2) Correct any unsafe or nonstandard conditions in customer's service entrance facilities.

(3) Make full payment of, or arrange time payments for the charges for energy used but not metered and, all costs of Company's investigation and property damage associated therewith, plus the cost of measures considered necessary by the Company to prevent recurrence. These include but are not limited to: cost of tampering investigations, inspections, billing, and corrective action on unsafe equipment.

(4) Make payment of, or arrange for the payment of, all amounts currently due for services provided by the Company according to a settlement or amortization agreement.

PPL EXHIBIT 4

**RULES FOR ELECTRIC SERVICE
RULE 10 - DISCONNECTION AND RECONNECTION OF SERVICE**

A. CONTRACT CANCELLATION

(1) Contracts are canceled by Company after the expiration of the initial term thereof, upon notification from the customer, as provided in the contract, that service is no longer required at the premises being supplied.

(2) Contracts are canceled by Company before the expiration of the initial term thereof, at the request of the customer, upon the immediate payment at customer's option of either of the following:

- (a) All the remaining obligations under the contract for the initial term.
- (b) The charges for service to date of discontinuance as calculated under the tariff provisions applicable for the period of service actually supplied less the sum of payments already made. This option applies only when the customer completely ceases operations and only when Rule 3, Extension of Service, is not involved. Commercial and industrial customers agree that if operations are resumed before the date when the initial term expires, then the initial obligation of contract is considered as still in force.

B. TERMINATION

(1) Termination of service does not constitute cancellation of any contract during the initial term thereof except by Company consent.

(2) The Company may terminate the supply of electric service and remove Company's equipment from customer's premises, upon notice to customer when appropriate, under any of the following conditions:

- (a) Nonpayment of an undisputed delinquent account associated with service provided by the Company.
- (b) The customer's installation, in Company's judgment, has become dangerous or defective or Company has received notice of such a condition, or the customer's equipment or use thereof may impair the equipment of Company or the service to the other customers.
- (c) The Company's property on customer's premises has been interfered with, or evidence is found that the wires, meters, entrance switch or other appurtenances up to and including the point of measurement have been tampered with.
- (d) Energy has been used that has not been registered on the meter.
- (e) A writ of execution is issued against customer, or the premises at which service is supplied is levied upon, or there is an assignment or act of bankruptcy on the part of customer, and Company has not received any written acceptance of responsibility for continuance of service.
- (f) The customer violates any of these rules or any of the terms and conditions of the contract or has made misrepresentations to Company with respect to the use of electric service and customer refuses to correct the situation or execute a contract appropriate for such service.

(Continued)

RULES FOR ELECTRIC SERVICE
RULE 3 - EXTENSION OF SERVICE

A. GENERAL PROVISIONS

(1) A line extension is any construction beyond the normal service facilities (which include the service extension to the customer, transformers, transformer devices, service drop and meter) to extend the distribution system along the normal route of development of the distribution system to the point where the extension departs from the normal route development and is being installed as a service extension solely for the customer. The distribution system is defined, for the purposes of this rule, as including all lines energized at voltages less than the nominal 69,000 volts and excluding service extensions and lines energized at voltages of nominal 69,000 volts or higher. The Company constructs line extensions from the nearest suitable and available distribution line to supply new customers, or to change the supply to existing customers, under Company's standard rate schedules subject to the provisions of this rule. However, the estimated cost of facilities subject to annual charges under Rule 4 or customer contributions-in-aid-of-construction (CIAC) are not subject to the provisions of this rule. (C)

(2) All provisions of these rules and of the applicable rate schedule, including any provisions relating to net and gross payments, apply to service supplied and charges made under this rule except as specifically provided herein.

(3) The length of a line extension is the total length of new pole line installed by the Company to the property line of the customers served from that extension, plus the length of any line installed on existing poles where the existing facilities are unsuitable.

(4) The Company requires, before construction, that:

- (a) Customers supplied from a line extension for which an annual guarantee is required, sign contracts acceptable to the Company with an initial term of not more than five years. A contract may be canceled at the request of the customer before the end of the initial term by immediately fulfilling all contract obligations for the remainder of the initial term.
- (b) Customers install wiring and other facilities necessary to use the Company's service.
- (c) Satisfactory right-of-way and other necessary permits are granted to Company to construct the line extension along the route selected by the Company.
- (d) Customer agrees to pay to the Company any initial and recurring right-of-way rental fees in excess of a nominal amount that are incurred by the Company in constructing and maintaining the line extension.

B. LINE EXTENSIONS

(1) The Company requires a minimum distribution revenue guarantee for installation of any length of single phase line extension in excess of 2,500 ft. along the normal route of development of the distribution system, and for installation of all multi-phase line extensions. The guarantee period is 5 years or less.

(Continued)

(C) Indicates Change

Issued: December 10, 2007

PPL/PAUL-000009

Effective: January 1, 2008

PPL Electric Utilities Corporation

Supplement No. 194
Electric Pa. P.U.C. No. 201
Sixth Revised Page No. 7A
Canceling Fourth and Fifth Revised Page No. 7A

RULE 3 - EXTENSION OF SERVICE (CONTINUED)

(C)

B. LINE EXTENSIONS (Continued)

(2) Minimum distribution revenue guarantees for single phase extensions are based only on the estimated contractor costs, if any, and the estimated direct labor costs and estimated direct material costs attributable to construction of the line extension beyond 2,500 ft. Guarantees for multi-phase extensions are based on estimated fully allocated costs, and are credited with the equivalent single phase length allowance for up to 2,500 ft. of new pole line along the normal route of development of the distribution system.

(3) Any length of line extension on, or through, restricted lands is excluded from the single phase length allowance and is subject to a line extension guarantee.

(4) The estimated excess cost of construction other than would normally be required for installation of the line extension, is paid by the customer prior to installation.

C. SPECULATIVE LINE EXTENSIONS

(1) A line extension is speculative when, in the Company's judgment, the continued future use of the facilities by any customer is uncertain.

(2) The Company requires a minimum distribution revenue guarantee for speculative line extensions equal to the Company's estimated fully allocated installation and removal costs, less salvage, with no length allowance. Prior to construction, the Company may require from the customer a surety bond, or other security acceptable to Company, in the amount of the guarantee in addition to any deposit required to secure payment of service bills.

(3) Distribution revenue guarantees for speculative line extensions include service extension facilities, as well as distribution line facilities.

D. EXTENSIONS FOR INDIVIDUAL SERVICE

All service extensions off the Company's distribution system to serve individual customers are installed under Tariff Rule 4.

E. LINE EXTENSIONS FOR DEVELOPMENT AREAS

The Company constructs line extensions to supply service to customers in residential, commercial or industrial developments in specific areas, with annual guarantees determined in accordance with Section B or C hereof, based on the number of customers which the Company knows are to be served in the development within two years from initial construction. The developer (or property owner) provides, without charge to the Company, right-of-way for lines and equipment which is suitable in the opinion of the Company for the installation of Company facilities throughout the development.

Suitable right-of-way includes, but is not limited to, providing ground line clearing of trees, brush and other obstructions, rough grading, and access by mechanical construction equipment.

When restoration of service to the premise is not possible due to an obstruction the customer, or the owner of the property on which the obstruction is situated is responsible for removing the obstruction.

(C)

(Continued)

(C) Indicates Change

Issued: December 18, 2015

PPL/PAUL-000010

Effective January 1, 2016:

RULE 3 - EXTENSION OF SERVICE (CONTINUED)

(C)

F. ANNUAL GUARANTEE

(1) The total guarantee for a line extension is divided among the customers to be supplied initially from the line extension to determine the total amount to be guaranteed per customer which is then divided by the number of years in the initial term of the contract to determine the customer's annual guarantee. A customer may assume more than a pro rata share of the guarantee for the line extension.

(2) The Company reserves the right to determine the guarantee of a customer on the proportionate length of the line extension used in common with other customers plus the additional length required to serve the individual customer.

(3) Each customer agrees that when the net service bills rendered during the period from the start of the initial term of the contract to the end of the current year total less than the sum of the customer's annual guarantee over that period, then the difference becomes due and payable.

The customer may elect to make a one-time payment to the Company in lieu of annual differential billings during the period of the guarantee. The payment, which will be equal to the total amount of the guarantee, will be subject to partial refunds each year based upon the actual amount of the customer's distribution service billings.

G. TEMPORARY SERVICE

The Company supplies temporary service in accordance with the provisions of Rule 7.

H. REAPPORTIONMENT AND WAIVER OF LINE EXTENSION GUARANTEE

(1) When additional customers are connected to an existing or additional line extension, the remaining total amount to be guaranteed for the existing line extension is reapportioned for all customers including the new customers, providing such reapportionment does not increase the guarantees of the existing customers. Otherwise, the additional line extension is considered as a new line extension.

(2) When the accumulated distribution revenue from the start of the initial term of contract equals the total amount to be guaranteed by the customer, service is supplied without the application of the annual guarantee determined under this rule.

I. TAXES ON CONTRIBUTIONS IN AID OF CONSTRUCTION AND CUSTOMER ADVANCES

(C)

Any distribution service-related CIAC, customer advance or other like amounts received from the customer which shall constitute taxable income as defined by the Internal Revenue Service will have the income taxes segregated in a deferred account for inclusion in rate base in a future rate case proceeding. Such income taxes associated with a CIAC or customer advance will not be charged to the specific contributor of the capital.

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

(C)

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 the Company's "Rules for Electric Meter and Service Installations". Standard service includes overhead service and underground service at new residential developments, 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) The distribution system is defined, for the purposes of this rule, as including all lines energized at voltages less than the nominal 69,000 volts and excluding service extensions and lines energized at voltages of nominal 69,000 volts or higher. However, this definition does not affect the Company's obligations under the Federal Power Act and/or the Public Utility Code, as applicable: (1) to provide safe, reliable and adequate retail electric service to customers taking service at voltages of 69 kV and above, and (2) to provide just and reasonable and non-discriminatory distribution and transmission rates, terms and conditions of service to such customers.

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

(4) The Company extends service facilities from its distribution lines to the customer's point of delivery. The customer pays the estimated cost of service extension length over 500 ft. and the estimated additional cost of facilities other than those which the Company would normally install to meet the customer's load requirements.

(5) The Customer provides, without charge to the Company, suitable right-of-way across property owned or controlled by the customer (or property owner) including but not limited to: ground line clearing of trees, brush and other obstructions, rough grading, and access by mechanical construction equipment. When restoration of service to the premise is not possible due to an obstruction, the customer, or the owner of the property on which the obstruction is situated is responsible for removing the obstruction.

(C)

(6) 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 meter and meter accessories beyond that point.

(7) The Company normally supplies energy to only one point of delivery to a premise. The Company may provide a separate point of delivery at the customer's request as a line and/or service extension. The customer pays the fully allocated cost 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 premise.

(Continued)

PPL EXHIBIT 5

(C) Indicates Change

Issued: December 18, 2015

PPL/PAUL-000012

Effective: January 1, 2016

RULE 4 - SUPPLY OF SERVICE (CONTINUED)

(C)

B. SPECULATIVE SERVICE EXTENSIONS

(1) A service extension is speculative when, in the Company's opinion, there is doubt as to the initial or continued use of the new facilities by the customer. This may include, but is not limited to separate points of delivery, and service at locations which are relatively inaccessible or remote, or where the customer has less investment than is required by the Company to supply service.

(C)

(2) When a service extension is speculative, the Company requires a minimum distribution revenue guarantee equal to the Company's estimated fully allocated cost of installation and removal of all facilities less any contribution in aid of construction by the customer. The guarantee is for a five year period or less.

(3) Each customer agrees that when the net distribution service bills rendered during the period from the start of the initial term of the contract to the end of the current year total less than the sum of the customer's annual guarantee over that period, then the difference becomes due and payable.

(4) The customer may elect to make a one-time payment to the Company in lieu of annual differential billings during the period of the guarantee. The payment, which will be equal to the total amount of the guarantee, will be subject to partial refunds each year based upon the actual amount of the customer's distribution service billings.

(5) The Company may require, in addition to any deposit necessary to secure payment of service bills, a surety bond or other security acceptable to the Company, to guarantee the fulfillment of the agreement.

(6) Where the customer requires a speculative service extension to be disconnected and Company facilities left in place for subsequent reconnection, the service extension shall be treated as temporary service under Tariff Rule 7. In addition, for each reconnection of service the customer pays the cost of connection and disconnection.

(7) A speculative service extension guarantee may be discontinued prior to expiration of the contract whenever the service becomes non-speculative in nature.

(8) A speculative service extension requires an "in advance of construction" payment of the fully allocated cost of engineering design and survey work to produce a detailed estimate.

C. 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 normal construction for load conditions according to Company standards except as follows:

(a) The Company may at its discretion install other than normal service facilities at the customer's request and at the customer's expense.

(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 electric facilities. All electric facilities, and all mechanical 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) The customer at his option may install all service lines and related facilities on his property. Such facilities shall be on the customer's side of the point of delivery and shall be owned and thereafter maintained by the customer.

(Continued)

(C) Indicates Change

RULE 4 - SUPPLY OF SERVICE (CONTINUED)

(C)

C. METHOD OF SERVICE (Continued)

- (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 supply were overhead.

(2) The Company may establish an underground system at its own option except as provided in (3) below when in the Company's opinion the circumstances justify the investment, and at the customer's request on condition that Company installs the complete electrical system to the point of delivery and the customer installs the mechanical facilities; 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 shall vest in the Company; the developer grants the Company, free-of-charge by perpetual easement, the sole right to move, maintain, and extend these facilities. The developer agrees to pay the Company, in advance, the Company's estimated excess cost over normal overhead construction.

(3) 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, but not developed into utility-ready lots by a bona fide developer.

The applicant for electric service to a development shall conform with the following:

- (a) At its own 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 its own 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 applicant shall follow the Company's underground construction standards and specifications set forth by the Company in written form and presented to the applicant 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 applicant's excavating and backfilling, such excavating and backfilling shall be corrected or redone by the applicant 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 specification 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

(Continued)

(C) Indicates Change

RULE 4 - SUPPLY OF SERVICE (CONTINUED)

(C)

C. METHOD OF SERVICE (Continued)

coordination with any other Company 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:

(C)

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 applicant for electric service 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 extension policy contained in its tariff a charge is mandated for overhead service.

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

(4) 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.

D. ALTERNATE SERVICE

(C)

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 providing the customer agrees to compensate the Company for the estimated cost 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 both customer's and Company's 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.

(Continued)

(C) Indicates Change

RULE 4 - SUPPLY OF SERVICE (CONTINUED)

(C)

F. CONTINUITY

(1) The Company uses reasonable diligence to preserve continuity of service, but in the event of interruption or curtailment of service, Company shall not be subject to any liability, penalty or payment for or on account of any such interruption or curtailment nor shall the application of the rate schedule to the regular billing period be affected.

(2) The Company may temporarily suspend service for the purpose of making necessary repairs 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 then actually available to supply such demands;

(b) system instability or cascading outages could result from actual or expected transmission 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.

(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's 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.

(Continued)

(C) Indicates Change

RULE 4 - SUPPLY OF SERVICE (CONTINUED)

I. RELOCATION OF FACILITIES (Continued)

(2) The relocation of Company facilities, when done at the request of others, is at the applicant's expense and payment of the Company's estimated cost 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 contractor costs, estimated direct labor and estimated material costs, less an amount equal to any estimated maintenance expense avoided as a result of the relocation. **(C)**

J. EMERGENCY ASSISTANCE

The Company may, upon request, 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 provided the customer pays the estimated fully allocated cost to be incurred by the Company.