

Terms & Conditions

KENNEBUNK LIGHT AND POWER DISTRICT

4 Factory Pasture Lane
Kennebunk, ME 04043

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019

Docket No. 2019-00109



General Manager

| | |
|---|-----------|
| TERMS & CONDITIONS | 1 |
| Section 1 -- General | 1 |
| 1.0 Preamble | 1 |
| 1.01 Means of Contacting Utility | 1 |
| 1.02 Definitions | 2 |
| 1.03 Conflicts | 7 |
| Section 2 -- Nature of Services Offered | 8 |
| 2.01 General Description and Standard Voltages | 8 |
| 2.02 Application for Service | 8 |
| 2.03 Service Conditions | 9 |
| 2.04 Advance Payments Required | 11 |
| 2.05 Utility Provision of Service | 11 |
| 2.06 Limitations of Supply | 11 |
| 2.07 Establishment of Permanent Service | 11 |
| Section 3 -- Types of Service | 14 |
| 3.01 By Permanency | 14 |
| 3.02 By Rate Schedules | 15 |
| Section 4 -- Deposits | 16 |
| 4.01 Residential Applicants | 16 |
| 4.02 Non Residential Applicants | 17 |
| 4.03 Residential Customers | 17 |
| 4.04 Non Residential Consumers | 18 |
| 4.05 Amount of Deposit | 18 |
| 4.06 Payment of Deposits | 19 |
| 4.07 Disclosure | 20 |
| 4.08 Interest | 21 |
| 4.09 Retention and Refund | 21 |
| Section 5 -- Billing and Collection Requirements | 24 |
| 5.01 Billing – General Provisions | 24 |
| 5.02 Past Due Bills | 27 |
| 5.03 Application of Payments | 27 |
| 5.04 Charge for Returned Checks | 27 |
| 5.05 Late Charge | 27 |
| 5.06 Failure to Receive Bills | 27 |
| 5.07 Payment in Advance | 28 |

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



| | |
|--|-----------|
| 5.08 Payment Responsibility When Disconnection Requested | 28 |
| 5.09 Charges for Furnishing Billing, Payment and Usage Records | 28 |
| 5.10 Customer Initiated Transfer of Service to Standard Offer | 29 |
| 5.11 Billing Associated with Services of Competitive Electricity Providers | 29 |
| Section 6 -- Disconnection of Service | 31 |
| 6.01 Voluntary Disconnection | 31 |
| 6.02 Involuntary Disconnection | 31 |
| 6.03 Disconnection Notice Procedures for Leased or Rented Residential Properties | 34 |
| 6.04 Content of Disconnection Notices | 35 |
| 6.05 Disconnection Procedures | 37 |
| 6.06 Winter Disconnection of Residential Customers | 41 |
| 6.07 Continuation of Service for Residential Customers With a Medical Emergency | 45 |
| 6.08 Reconnection of Service | 48 |
| 6.09 Dispute Resolution Procedures | 50 |
| 6.10 Customer Notice of Planned and Unplanned Service Interruptions Due to Maintenance or Repairs | 50 |
| Section 7 – Customer and Utility Resonsibilities/Liabilities | 53 |
| 7.01 Customer’s Liabilities | 53 |
| 7.02 Utility’s Liabilities | 54 |
| 7.03 Force Majeure | 56 |
| Section 8 -- Extension of Facilities | 57 |
| 8.01 Meters | 57 |
| 8.02 Power Factor | 58 |
| 8.03 Protective Devices | 59 |
| 8.04 Addition of Load | 60 |
| 8.05 Undesirable Load Characteristics | 61 |
| 8.06 Unauthorized Attachments | 62 |
| 8.07 Inside Wiring | 62 |
| Section 9 – Transmission Adjustment & Standard Offer | 63 |
| Section 10 – Extension of Facilities | 64 |
| 10.01 Service Drop | 64 |
| 10.02 Standards | 64 |
| 10.03 Determination of Line Extension Compliance | 65 |
| 10.04 Disputes | 65 |

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



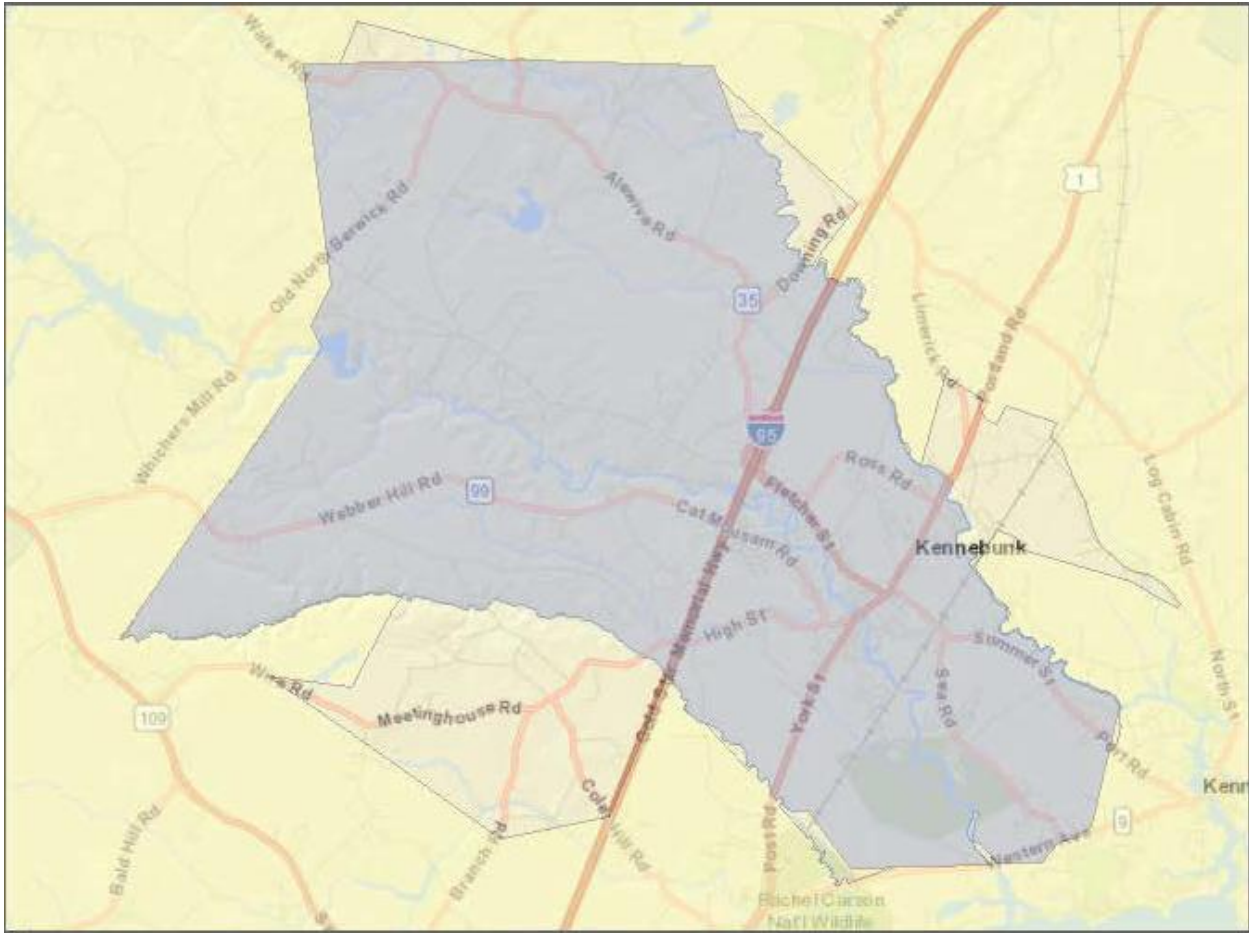
| | |
|---|-----------|
| 10.05 Ownership and Maintenance of Line Extensions | 66 |
| 10.06 Transfer of Ownership; Taxes on Contributions-In-Aid of Construction | 71 |
| 10.07 Energizing an Electric Line Extension | 74 |
| 10.08 Allocation of Line Extension Costs Among Customers | 76 |
| Section 11 – Low Income Assistance Program | 80 |
| Section 12 – Oxygen Pump & Ventilator Program | 82 |
| Section 13 – Survivability, Severability, and Interpretation | 84 |
| Section 14 – [Reserved] | 85 |
| Section 15 – [Reserved] | 86 |
| Section 16 – Standard Offer Service and Competitive Energy Providers | 87 |
| 16.01 Selection of Standard Offer Provider | 87 |
| 16.02 Pricing to Customers | 87 |
| 16.03 Customer Opt-Out | 88 |
| 16.04 Pre-Existing Contracts | 88 |
| 16.05 New Customers and Load Expansions | 88 |
| SCHEDULE A – NON-RECURRING CHARGES | 89 |

Effective Date: _____

Docket No. 2019-00109
 Effective Date: October 7, 2019



MAP OF AUTHORIZED SERVICE AREA



Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019

Docket No. 2019-00109

General Manager

**KENNEBUNK LIGHT & POWER DISTRICT
TERMS & CONDITIONS**

Section 1 -- General

These Terms & Conditions contain the rules and regulations of Kennebunk Light & Power District, from here forward called "the Utility."

1.0 Preamble

It is the intent of the Utility to provide through these Terms & Conditions clear provisions governing electricity service to the Utility's Customers as well as outline the duties and responsibilities of the Utility and its Customers. A copy of these Terms & Conditions and the Utility's Rate Schedules are on file with the Maine Public Utilities Commission ("MPUC" or "Commission") and are also available for inspection at the offices of the Utility. These Terms & Conditions and Rate Schedules are also available on the Utility's website at: <https://klpd.org/>

1.01 Means of Contacting Utility

(a) The Utility maintains a business office at the following location: **4 Factory Pasture Lane, Kennebunk, ME 04043**. The office is open for business during the following hours: **Monday-Friday: 8:00 am – 5:00 pm, Saturday & Sunday: CLOSED**. At this office customers may obtain service and rate information, make payments, submit applications for service, receive explanations of their bills, and inspect and obtain copies of the Utility's Terms & Conditions.

(b) The following telephone number may be used at any time to notify the Utility of an emergency condition: **(207) 985-1142**

(c) The Utility's business office telephone number is: **(207) 985-3311**

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



1.02 Definitions

The following terms, wherever used in these Terms & Conditions and the Utility’s Rate Schedules, have the following meaning unless otherwise clearly stated.

Applicant: A person requesting some service from the Utility.

Billing Period: An interval of about one month between successive meter reading dates (except for beginning or final billing periods).

Bi-monthly: As used in these Terms & Conditions and the Rate Schedules, the elapsed time between two successive meter readings, approximately sixty (60) days apart.

Commercial Service: Service to Customers engaged in selling, warehousing, or distributing a commodity in some business activity, in a profession, in some form of economic or social activity, (offices, stores, clubs, hotels, churches, schools, etc.) or for purposes that do not come directly under another classification of service.

Contribution-in-Aid of Construction: A potentially refundable sum of money an applicant must pay as a condition of obtaining service from the Utility.

Customer: Any person, firm, corporation or governmental division who has applied for, been accepted and is either receiving utility service or has agreed to be billed for utility service. This term also includes any person, firm, corporation or governmental division who was a Customer – with the Utility within the past thirty (30) days and who requests service at the same or a different location.

Customer Charge: A charge for having electric service available and in order that the Utility may recover certain fixed costs, which excludes the charges for any electricity used or any other non-recurring charges.

Demand: The maximum rate of delivery of electric energy during a month measured in kilowatts (KW) and registered as the highest average rate of energy used over any 15-minute period during the month.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



Development: Extension of the existing system for the purpose of, and designed for, serving multiple consumers within a planned development such as commercial or residential subdivisions or condominiums.

Electric Service: The availability of electric energy at the point of delivery for use by the Customer, regardless of whether the electric energy is actually used by the Customer.

Engineering: Engineering includes the preparation of electric layouts, designs, specifications, and other drawings and lists associated with electric service construction. It also includes making construction estimates, inspecting construction for conformance with design criteria and specifications, staking, and labor costs associated with right-of-way acquisition, right-of-way clearing, administration, and similar related activities necessary to the installation of energy delivery system facilities.

Final Subgrade: The final slope specified by the governing agency to which the roadway is to be constructed unless finish material (such as asphalt) is to be placed, in which case the final subgrade is the slope specified by the appropriate agency prior to placement of the finish material.

Horsepower: The nameplate rating of motors or its equivalent in other apparatus. For conversion purposes, the horsepower shall be considered as equivalent to 746 watts,

Industrial Service: Service to Customers engaged in a process which creates or changes raw or unfinished materials into another form or product. (Factories, mills, machine shops, mines, oil wells, refineries, pumping plants, creameries, canning and packing plants, shipyards, etc., i.e., in extractive or processing activities).

Kilowatt (KW): The unit of measurement of rate-of-use of electric energy; 1,000 watts.

Kilowatt-hour (kWh): Electric energy equivalent to the amount of electric energy delivered in one hour at a constant rate of one kilowatt.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



Line Extension: A section of line going from an existing line of the Utility to a new point of delivery.

Lumen - the unit of measurement of quantity of light.

Maintenance Outage: The cessation of service on a temporary basis when it is necessary to repair or maintain Utility's delivery system (planned or unplanned); to eliminate an imminent threat to life, health, safety or substantial property damage, or for reasons of local, state, or national emergency.

Meter Tampering: Changing a meter's registration of energy usage or demand by methods such as bypassing a meter, using magnets to slow the meter recording, or breaking the meter's seals.

Momentary Interruption: The brief loss of power delivery to one or more Customers not exceeding five (5) minutes caused by the opening and closing operation of an interrupting device.

Monthly: As used in these Terms & Conditions and Rate Schedules, the elapsed time between two successive meter readings, approximately thirty days apart.

Past Due: Payment that has not been received by the Utility within 25 days from the date the bill is rendered.

Permanent Service: Service provided with the intent that facilities remain at a location for the useful service life of the facilities.

Point of Delivery: The single point at which the service of the Utility terminates and the Customer's facilities for receiving service begins. For an overhead system the point of delivery of service is the point of connection by splice or tap of the Utility's supply conductors and the Customer's service entrance conductors; this point must be outside the Customer's building or other structure. For an underground system the point of delivery of service is at the service lugs of a meter enclosure or other suitable terminal

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



box mounted outside the Customer's building or other structure to which the Utility's supply conductors are connected.

Power Factor: The ratio of kilowatt-hours to kilovolt ampere-hours expressed as a percentage.

Primary Voltage: The input voltage of the circuit supplying power to the distribution transformer which provides service to the Customer.

Reactive Demand: The maximum rate of delivery of reactive kilovolt amperes during a month, measured in kilovars ("kVar") registered over a 15- minute period.

Residential Service: Residential utility service is defined as the supply of electric service to homes, apartments, flats, or other living quarters occupied by a person or persons who constitute distinct households and use the energy for general domestic purposes including home lighting and the operation of household appliances. Residential utility service may be extended by the Customer from his/her domestic meter to other structures which are adjacent to, connected with, and used for noncommercial purposes by the occupants of the residence being serviced. The residential service rate is predicated upon the furnishing of all energy for residential purposes through one-meter. The supply of energy used for other than residential service will be made through a separate meter and under a different rate.

For the purpose of this section:

- (a) Rooming houses with seven or less rooms for rent may be served under the residential rate.
- (b) The service for common use facilities (such as lights and central heating) for an apartment building for three or less families may be on the residential rate if taken through the meter serving the owner or custodian.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



(c) Farm service shall be considered noncommercial to the extent that service is for use in producing, growing, storing, and packaging products grown and owned by said farmer and if said total load for all use does not require service equipment exceeding 200-amp capacity.

(d) The Utility may, under unusual circumstances, where separate metering is impractical, permit incidental commercial load within a residence up to a maximum of 25% of the total connected load to be served under the residential rate.

Secondary Voltage: Voltage for delivery directly to the service entrance of the Customer, i.e., the low voltage side of a distribution transformer.

Service: The furnishing of electric energy to a given location; the conductors at secondary voltage required to furnish such energy.

Service Drop: The overhead secondary conductors between the Utility's lines and the point of attachment to the Utility's meter.

Service Entrance Conductors: Service Entrance Conductors - (for residential and small commercial Customers) the conductor between the Utility's transformer and point at which the Customer receives service from the downstream terminals of the Utility's meter.

Service Entrance Equipment: The necessary equipment whereby all circuits may be disconnected from the service entrance conductors.

Service Interruption: Any service interruption that lasts longer than 5 minutes.

Single Service - One set of facilities over which the Customer may receive electric power.

Single-Phase Service: Standard service using two energized wires and one neutral.

Subdivision: A tract or parcel of land divided into two or more lots, sites, or other divisions according to applicable law.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



Temporary Service: The provision of electric service to a location where there is intent to relocate or remove the Utility's electrical facilities prior to expiration of the useful life of those facilities.

Three-Phase Service: A service using three energized wires and one neutral.

Quarterly: As used in these Terms & Conditions and the Rate Schedules, the elapsed time between successive meter reading dates, approximately ninety (90) days apart.

1.03 Conflicts

If these Terms & Conditions conflict with any rule or regulation of the Commission, the Commission rule or regulation shall control.

If these Terms & Conditions conflict with a Rate Schedule or special contract, the provisions of the Rate Schedule or special contract shall control. If a Rate Schedule conflicts with a special contract, the provisions of the special contract shall control.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019

Docket No. 2019-00109



General Manager

Section 2 -- Nature of Services Offered

2.01 General Description and Standard Voltages

The Utility provides 60 cycle ("Hertz") alternating current, either single or three phase, depending upon available circuits and the Customer's requirements. The Utility's Rate Schedule apply only to the supply of electric energy of the standard characteristic and capacity which may already be available in the locality of the premises to be served or which may be made available by the Utility. Service is supplied at 60 hertz, single or three phase alternating current, at one standard voltage. Three phase service is not available at all locations.

2.02 Application for Service

An application for service will be required of each Applicant by the Utility. Such application shall contain the information necessary to determine the type of service desired and conditions under which service will be rendered. At the option of the Utility, the application or contract for service shall be in writing.

The application or the depositing of any sum of money by the Applicant shall not require the Utility to render service until the expiration of such time as may be reasonably required by the Utility to determine if Applicant has complied with the provisions of these Terms & Conditions and as may reasonably be required by the Utility to install the required service facilities.

The Utility is not required to install service supply lines prior to the time that the wiring of the premises is actually in progress and the structure sufficiently completed to provide a safe and suitable terminus for the service-supply lines.

The Customer's installation, before connection to the lines of the Utility, shall comply with the latest requirements of the National Electrical Code, Municipal, State, and other authorities having jurisdiction and to the applicable rules of the Utility's Standard Requirements. The Utility reserves the right to refuse to connect, or to continue service already connected, where the Customer's installation is defective

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



based on the requirements of the National Electrical Code, or does not comply with the Utility's Standard Requirements. The Utility shall in no way be responsible for the maintenance or installation of the Customer's wiring equipment nor shall there be any duty or obligation at any time to inspect the same.

The Utility may refuse to connect, or continue service already connected, if, in its judgment, the Customer's equipment or use thereof, might injuriously affect the equipment of the Utility or the Utility's service to other Customers.

2.03 Service Connections

(a) General

The Utility reserves the right to designate the locations of the point of connection, transformers, and meters and to determine the amount of space which must be left unobstructed for the installation and maintenance thereof. The applicant may request an alteration of such a designation; but, if consented to by the Utility, the excess cost of such revised designation over and above the cost of the Utility's original design shall be borne by the Applicant.

The Utility reserves the right to postpone to a more favorable season the extension of lines and connection of services during seasons of the year when climatic conditions would cause abnormally high construction costs.

(b) Special Service

The Customer shall be required to pay the cost of any special installation necessary for service other than standard voltage or for any other special service performed for him/her by the Utility or for service with closer regulation than required by standard practice.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



(c) Relay Protection

If the Customer's load causes disruption in the Utility's service to other Customers or has the potential to cause damage to the Utility's equipment, the Utility may require the Customer to install, at the Customer's expense, protective equipment as a condition of Service.

(d) Overhead Services

The Customer's wiring must be brought outside the building wall nearest the Utility's service wires so as to be readily accessible thereto or to transformer terminals. All connections between the service entrance and meter location shall be in rigid conduit or cable approved by the Utility. The Utility will furnish, install, and maintain the service conductors to the Point of Delivery to the Customer's facilities.

(e) Underground Services

The customer desiring underground service directly from overhead lines or underground service and underground distribution in areas where the construction would normally be overhead must meet the conditions set forth in the Utility's Standard Requirements. The customer desiring underground service from normal underground distribution must bear the cost incident thereto beyond the street line. Specifications and terms for such construction will be furnished by the Utility on request. The Customer shall provide all trench excavation, backfill, and underground facilities such as conduits, duct systems, enclosures, pedestals, vaults, hand holes, or mounting foundations.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



2.04 Advance Payments Required

Customers may have to make payments for some facilities prior to receiving electric service; Customers should consult the line extension policy in Section 10 below for the rules on advance payments.

2.05 Utility Provision of Service

Unless otherwise provided in these Terms & Conditions or by contract, the Utility will construct, operate, and maintain all the facilities necessary to deliver electric service to the Customer's point of delivery.

2.06 Limitations of Supply

The Utility reserves the right, subject to regulatory authority having jurisdiction, to limit, restrict or refuse service that will result in additions to its distribution system, and/or production capacity and/or alternations in its contractual requirements of supply from non-affiliated companies that may jeopardize service to existing Customers.

2.07 Establishment of Permanent Service

(a) Charges for Connection and Reconnection

The Utility assesses connection and reconnection charges as reflected in the Schedule of Nonrecurring Charges.

(b) Conditions When Facilities Exist

The Utility will establish service to existing facilities by the end of the next business day after the request for service is received by an applicant who has been accepted for service. "Existing facilities" means Customer facilities ready and acceptable to the Utility, where the Utility needs only to install or read a meter or turn on the service.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



(c) Conditions When Facilities Do Not Exist

If the Customer requests permanent service but does not have existing facilities, the Utility will attempt to establish permanent service within 30 days after receipt of an application. If the Utility cannot establish service within this 30 day period, it will, within 15 working days after receipt of the application, advise the applicant in writing of the reason for the delay, any interim type of service that may be available, and an estimated date when the requested service will be available. (See also Section 10--Extension of Facilities)

(d) Utility Inability to Meet Scheduled Date

If the Utility finds that it is unable to meet a previously scheduled date for establishment of service, it will attempt to advise the Customer in a timely manner of the revised date when service will be available.

(e) Complete Listing of Reasons for Utility Refusal To Establish New Service

- (1) An applicant, as part of an application for service, falsifies or fails to provide any information or meet any requirements that is specified in Chapter 815, Section 6 of the Commission's rules.
- (2) An applicant has an outstanding amount past due for prior service received from the Utility and has not made arrangements acceptable to the Utility for payment of the outstanding balance.
- (3) A condition exists or would exist upon establishment of service at the service premises which the Utility believes is unsafe or hazardous to the applicant, a member of the public, the Utility's personnel or facilities, or the integrity of the Utility's energy delivery system.
- (4) An applicant is required under the provisions of Section 7 of these Terms & Conditions to make a deposit with the Utility and fails to provide the Utility with that deposit.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



- (5) An applicant refuses to furnish money, services, equipment, or rights-of-way that are required under Section 6 of these Terms & Conditions.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019

Docket No. 2019-00109



General Manager

Section 3 -- Types of Service

3.01 By Permanency

(a) Permanent Service

- (1) Permanent service installations are defined in Section 1 (Definitions). Charges for construction of permanent facilities will be based on the policies set out in Section 10 (Line Extensions) of these Terms & Conditions. See also Section 2.07 (Establishment of Permanent Service).
- (2) All facilities must be designed and installed in accordance with applicable codes, standards, and practices of the industry for the class of service provided. The equipment will be mounted on an applicant's pole, building, or other structure on a permanent non-moveable foundation. The Utility reserves the right of final determination of whether a service will be classified as permanent.

(b) Temporary Service

Temporary service is service supplied for a limited period at a location where the facilities devoted especially to the service are not expected to have further usefulness at that location after the service in question has been discontinued, and includes any service where the useful life of the installation is substantially less than that which would normally be expected of such facilities.

In addition to any other requirements, Customers taking service on a temporary basis will be required to pay the non-salvable costs of the Utility's facilities, including the installation and removal cost. Charges for temporary service are set forth in Schedule A and must be paid by Customers in advance of service.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



3.02 By Rate Schedules

The Utility provides service under its existing Rate Schedules filed and approved by the MPUC and as may be provided under a special contract approved by the MPUC.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019

Docket No. 2019-00109



General Manager

Section 4 -- Deposits

4.01 Residential Applicants

The Utility may demand a deposit from a residential Applicant under the following circumstances:

- (a) An account balance for residential utility service incurred in Maine is unpaid at the time that the applicant requests service. The amount must be either:
 - (1) for service provided within the past six years from the utility from whom the applicant requests service; or
 - (2) for residential utility service provided by any utility within the past 12 months.
- (b) An unpaid, undisputed account balance for residential utility service provided in Maine within the past six years was not paid until after the utility obtained a court judgment.
- (c) The Applicant was disconnected for nonpayment of an undisputed bill by any utility within the past 12 months.
- (d) The Applicant was disconnected for unauthorized use or theft of service by any utility within the past 12 months.
- (e) The Applicant entered into a plan of repayment under Chapter 13 of the Federal Bankruptcy Code and the Bankruptcy Court dismissed the plan for failure to comply with its terms within the past six years.
- (f) The Applicant has no source of income sufficient to pay the cost of utility service.

The Utility will require a separate deposit for every account for which service is provided.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



4.02 Non-Residential Applicants

The Utility may demand a deposit from any non-residential applicant as a precondition of granting service but the Utility must consider a non-residential Customer's prior credit history with another utility when determining whether to require a deposit for service to a new business of that non-residential Customer provided the non-residential Customer requests this consideration and provides permission for the other utility to share the credit history information. The Utility will also consider the non-residential Customer's prior credit history with the other utility in the same manner it would consider the prior credit history of a non-residential Customer located in its own service territory. The Utility will also consider a non-residential Customer's prior credit history with that utility when determining whether to require a deposit for service to a new business of that non-residential Customer within the Utility's service territory.

4.03 Residential Customers

The Utility may demand a deposit from a residential Customer only if:

- (a) the Customer files a petition under the Federal Bankruptcy Code and the Federal Bankruptcy Court allows the utility to demand a deposit;
- (b) the Customer requests that service be reconnected at the same or different location after the Customer was disconnected for nonpayment for a second time within a 24-month period. In these situations, the utility must take into consideration any commitment of assistance offered by assistance agencies to reconnect the Customer's service. If the commitment of assistance is sufficient to allow for the reconnection of service, absent the demand for a deposit, the utility must:
 - (1) accept the commitment of assistance and apply the payment to the account balance; and,

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



- (2) offer the Customer the option of paying the deposit in three monthly installments consistent with the process described in Chapter 815, Section 7(F)(1) of the Commission's Rules, with the exception that the first monthly payment cannot be due earlier than the due date of the first bill issued following the reconnection.
- (c) the Customer requests that service be reconnected at the same or different location after the Customer was disconnected for unauthorized use or theft of services; or
- (d) the Customer had an unpaid account balance at the time the Customer applied for service for which the utility was unaware because of fraud or material misrepresentation by the Customer.

4.04 Non-Residential Customers

The Utility may demand a deposit from an existing non-residential Customer in lieu of disconnection authorized by Chapter 815, Section 10 or from a Customer who was not required to pay a deposit as a precondition of service but has become an unacceptable credit risk as determined by the Utility.

4.05 Amount of Deposit

- (a) Residential Applicants and Customers

The Utility will not demand a deposit which is more than the two highest consecutive billing periods incurred within the previous 12-month period at that location. The amount of the deposit for a location with no previous usage history with the utility cannot exceed the two highest consecutive bills of the Utility's other residential locations whose usage is similar or expected to be similar.

- (b) Non-Residential Applicants and Customers

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



The Utility will not demand a deposit which is more than the amount reasonably anticipated to be due for service for the two highest billing periods expected within a 12-month period.

4.06 Payment of Deposits

(a) Residential Applicants and Customers

The Utility must provide residential Applicants and Customers the option of either paying the deposit in full or entering a payment arrangement on the deposit amount that allows payment in at least three installments: 50% payable upon the determination that the deposit is required; 25% payable 30 days after the determination; and 25% payable 60 days after the determination.

- (1) The Utility may demand full payment of the deposit amount when an Applicant requests service and the applicant enter into a payment arrangement for an unpaid account balance at the same time
- (2) If a Customer requests reconnection following disconnection for nonpayment, the Customer may elect one of the payment options according to Section 12.
- (3) The Utility may negotiate payment of the deposit over a longer period as the utility determines appropriate.
- (4) Guarantee instead of deposit. The Utility will accept a third-party guarantee agreement instead of a cash deposit for a residential Customer if the guarantor is a Customer whose account is not in arrears at the time the deposit is requested. The guarantee agreement must be in writing, contain the disclosures required by Chapter 815, Section 7 of the Commission's rules, and be limited to a specific time period. The Utility will cancel the guarantee agreement if the guarantor incurs an arrearage with the utility that is more than 60 days old, and a guarantor may cancel the agreement upon at least 30

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



days written notice to the utility and the Customer. If the guarantee is cancelled or the term has expired, the Utility can demand a deposit from the Customer. If a deposit is not paid or if a payment arrangement is not established within 30 days after the notice that requires payment of a deposit is provided, the Utility may begin further collection procedures.

(b) Non- Residential Applicants and Customers

The Utility will offer non-residential Applicants and Customers the option of paying the required deposit in at least two equal installments. Deposits may be in any of the following forms, listed in order of preference:

- (1) Cash;
- (2) Irrevocable bank letter of credit;
- (3) Surety bond;
- (4) Third-party guarantee instrument acceptable to the Utility; and,
- (5) Other security instrument acceptable to the Utility.

4.07 Disclosure

When the Utility demands a deposit, it must send or deliver a written disclosure to an applicant or Customer within three business days after the demand is made. If the disclosure is not provided within the three -day period, the Utility cannot collect the deposit from the Customer. If the disclosure was not provided within the three- day period and Customer has already paid the deposit, the deposit must be refunded to the Customer. A copy of the disclosure must also be provided to any guarantor within the same time period. The disclosure must contain:

- (a) The date that the utility demands a deposit;

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



General Manager

- (b) the amount of the deposit;
- (c) the due date and payment options for the deposit, including the option of a third-party guarantor for residential Applicants and Customers; and
- (d) the procedure by which the applicant or Customer can dispute the deposit requirement or deposit amount.

4.08 Interest

The Utility will pay interest on deposits according to the provisions of Chapter 870 of the Rules of the Commission.

4.09 Retention and Refund

- (a) Refund

The Utility will refund a deposit in any of the following circumstances.

- (1) When a residential or small non-residential Customer establishes good credit. If a residential Customer pays all bills or makes all payments pursuant to an established payment arrangement by the due date for 12 consecutive months and the Customer does not have a remaining account balance at the end of the 12-month period, the Utility will refund the deposit, including accrued interest, within 30 days after the 12th bill is paid. If a small non-residential Customer pays all bills or makes all payments pursuant to an established payment arrangement by the due date for 5 consecutive years and the small non-residential Customer does not have a remaining account balance at the end of the 5 year period, the Utility will refund the deposit, including accrued interest, within 30 days after the final bill of the 5 year period is paid. The Utility shall be permitted to retain deposits collected from non-residential Customers that do not meet the definition of small non-residential Customers for so long as the Customer remains a Customer.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



- (2) When a residential or non-residential Customer has been disconnected, the Utility will apply the deposit, including accrued interest, to the account balance for utility service and refund the remainder within 30 days or with the final bill, whichever is later. A transfer of service from one location to another is not considered disconnection for the purpose of this paragraph.
- (3) When a residential or non-residential Customer closes an account, the Utility will apply the deposit to an existing account balance or other accounts for that Customer that were closed within the past six years that were not fully paid when the account was closed. The Utility shall then then refund any remaining deposit amount, including accrued interest, to the Customer within 60 days of the Customer closing the Customer's account.
- (4) When a residential Customer substitutes a third-party guarantor. If a guarantor is provided in accordance with the provisions of Chapter 815, § 7(F)(1)(d) above, the Utility will refund the deposit, including accrued interest, up to the limits of the guarantee.
- (5) Earlier refund. the Utility may choose to refund a deposit, including accrued interest, any time earlier than this subsection requires.

(b) Transfer of Service

When a Customer transfers service from one location to another location, an existing deposit may be transferred by that Customer to the new location and the Utility shall adjust the amount of the deposit according to the anticipated usage at the new location. If the anticipated usage at the new location is lower than the old location, Utility, at its option, will either refund the difference to the Customer or must apply the difference to the Customer's account as a credit. If the amount of the refund is equal to or less than the cost the Utility will incur to issue a refund check to the Customer, the Utility may credit the Customer's account. If the refund is greater than the cost to cut a check, the Utility will send the Customer a check for the refund amount or, if the Customer so chooses, the

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



refund may be applied as a credit to the Customer's account. If the usage is higher at the new location, the Utility may require the Customer to pay a deposit reflecting the incremental usage amount. In this instance, the incremental amount must be collected in accordance with Chapter 815, Section 7(F). The transfer and any subsequent adjustment shall be made by the Utility within 60 calendar days of the date the service is transferred.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019

Docket No. 2019-00109



General Manager

Section 5 -- Billing and Collection Requirements

5.01 Billing – General Provisions

(a) Bill Frequency.

Bills will be rendered monthly in accordance with the terms of the customer’s applicable Rate Schedule.

(b) Payment Due date.

Bills become due twenty-five (25) days after the bills are mailed or otherwise delivered to the Customer. A bill is considered “mailed” on the date the bill is postmarked. If there is no postmark, the Utility shall date the bill and mail the bill on or before the date on the bill. Failure to receive a bill will not entitle the Customer to the remission of any charge for non-payment within the time specified.

(c) Bill content.

Each bill issued by the Utility will include the following information:

- (1) The beginning and ending dates of the period for which service was provided.
- (2) The beginning and ending meter readings for the billing period and the difference between the two-meter readings, unless the Customer’s usage was estimated for that billing period pursuant to Chapter 815, Section 8(L).
- (3) The due date by which payment must be made and that after this date the account will be considered overdue and late fees imposed, if authorized.
- (4) The amount due for service provided during the current billing period.
- (5) An itemization of taxes.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



- (6) An itemization of all other current unpaid charges, including, if applicable, installation fees, reconnection fees, deposit payments, and late payment fees which have accrued to the Customer's account. the Utility may not separately list line items on the bill that do not represent a separate, discreet utility service or a State or Federal tax.
- (7) The total amount of all payments or other credits made to the Customer's account during the current billing period.
- (8) The amount overdue, if applicable.
- (9) The account balance.
- (10) A clear and conspicuous marking of all estimates.
- (11) The address and toll-free telephone number where the Customer may write or call to ask questions or dispute the bill with the utility.
- (12) A designation of the applicable class of service as stated in the utility's approved rate schedule.

(d) Bill Format.

The bill format must include:

- (1) sufficient information so that the ordinary Customer can understand the basic components of the bill;
- (2) comparative usage information for the prior 12-month period and for the equivalent period 12 months ago;
- (3) definitions of technical terms used in the bill; and
- (4) sufficient separation between sections, type size and visual highlighting to make the bill uncluttered and easy to read.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



(e) Billing Errors and Previously Unbilled Service

Subject to the requirements of Chapter 815, Section 8(E) of the Commission's Rules, the Utility will make every reasonable attempt to notify promptly a Customer in writing of a billing error after it discovers or is notified of the error and to remedy such billing errors.

(1) Make-up bills

The Utility may issue a corrected bill for previously unbilled service, including standard offer service, caused by a billing error, failure to read the Customer's meter pursuant to Chapter 815, Section 8(L) of the Commission's Rules, or a meter malfunction that could not have been reasonably detected by the Customer or Utility, for service that was provided in the previous 12 months. In these circumstances, the Utility will either apportion the usage evenly over the period in which the unbilled usage occurred or apportion the unbilled amount pursuant to the Utility's usage algorithm. Once the usage has been properly apportioned over the unbilled period, the Utility may re-bill the Customer based on the approved Rate Schedule rates in effect during the unbilled usage period. Although not required, the Utility may also agree to a settlement with Customer that abates all or a portion of the previously unbilled service.

- a. If the make-up bill is for service that was previously unbilled because of unauthorized use or fraud by the Customer, the utility may bill for service that occurred up to six years before the issuance of the "make-up" bill.
- b. When the Utility issues a make-up bill, it must notify the Customer in writing of the right to a payment arrangement for the previously unbilled amount. The terms of a payment arrangement negotiated for the previously unbilled amount should take into account the period during which the unbilled service accrued, the length of time between the usage and the issuance of the bill, and the reason for the unbilled amount.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



(2) Refunds

The Utility shall refund any amount billed in excess of correct rates, including standard offer service, within the previous six years from the date of the utility's discovery or its notification of the error.

5.02 Past Due Bills

A bill will be considered past due if not paid within twenty-five (25) days after the bill is mailed or otherwise delivered to the Customer.

5.03 Application of Payments

When the Utility receives a payment that is insufficient to pay the full account balance, the Utility shall apply payment to the oldest balance due, unless instructions from the Customer, a disputed bill, or a payment arrangement requires otherwise.

5.04 Charge for Returned Checks

Utility may assess residential or non-residential Customer a separate fee as set forth in Schedule A for payments returned to the Utility due to not being honored by a financial institution. The Utility shall furnish the Customer with proof of the bank charge upon request.

5.05 Late Charge

The Utility may impose a late payment fee pursuant to Schedule A for any past due amount when it first becomes past due.

5.06 Failure to Receive Bills

Failure to receive a bill that has been properly addressed and mailed to the Customer does not prevent the bill from becoming past due or delinquent or excuse the Customer's responsibility for payment. If a Customer does not receive a monthly bill at the time of the month the Customer normally receives a bill, the Customer should immediately notify the Utility.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



5.07 Payment in Advance

Customers may pay the Utility more than the amount due; the Utility will accept such payments and show the payment as a credit on the next bill.

5.08 Payment Responsibility When Disconnection Requested

If a Customer requests the Utility to disconnect service, the Customer is still responsible for all services up to the later of the requested disconnection date or three working days after the Customer places the request.

5.09 Charges for Furnishing Billing, Payment and Usage Records

- (a) The Utility will provide copies of a Customer's billing, payment and usage records to individuals and entities having a right to such records, as provided by the Rules of the

Maine Public Utilities Commission or Maine law. Such records will be provided in a standard format specified by Utility.

Requesting parties may be required to provide account numbers when requesting information for multiple accounts.

- (b) The following information pertaining to the previous twelve (12) billing period will be provided:

- Account Number
- Name
- Rate Code
- Rate Dates
- Number of days in each billing period
- kWh usage for each billing period
- kW demand for each billing period (if available)
- Usage during on-peak, off-peak and interim periods (if available)
- Bill Amounts (provided to Customers only)
- Payment dates and amounts (provided to Customers only)

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



This information will be provided at no charge to current or prospective Customers, tenants or property owners, and to financial assistance agencies and in keeping with Chapter 815, §8(M) of the Commission’s rules. The charge for providing this information to other third parties, including Competitive Electricity Providers (“CEP”) shall be set forth in Schedule A.

Charges for providing data relating to historical usage for individual Customers and groups of Customers shall be set forth in Schedule A.

- (c) There will be no charge for records provided to the Commission or records provided to a Customer in response to a dispute.
- (d) Information furnished under the terms of this Term & Condition will be provided within a reasonable period of time. The Utility may, at its sole discretion, require advance payment of application charges for furnishing information under this section.

5.10 Customer initiated transfer of service to standard offer

When the Utility terminates service from a CEP at the request of a Customer and the Customer then obtains service from the Standard Offer, no fee will be charged to the Customer for processing the transaction. If Customer wants to terminate service from a CEP on a date other than the regular meter reading date, off-cycle termination fees will be charged in accordance with Section 5.13(C) below.

5.11 Billing Associated with Services of Competitive Electricity Providers

- (a) General

In accordance certain with MPUC’s rules, and the Utility will provide certain services and charge certain fees to CEP and Standard Offer Providers, as described in this section and as set forth in Schedule A.

- (b) Off Cycle Terminations

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



The Utility may charge for terminating electricity supply to a Customer on a date other than the regular meter reading date. If an actual meter reading is required by the provider terminating service, the Utility may charge for such a reading.

Requests for off-cycle service terminations will be processed as soon as practicable, during regular business hours of the Utility, and in the normal course of the Utility's business.

(c) Non-Standard Meter Installations.

The Utility will install a nonstandard meter at the request of a CEP, and will accommodate requests for nonstandard meters as quickly as practicable in the normal course of the

Utility's business. The Utility will prioritize requests, with the objective of maintaining the shortest possible backlog, by considering the order of requests, the complexity of implementation and equity among Customer groups.

(d) Non-Standard Bill Format or Rate Structure

A CEP may request a nonstandard bill format or rate structure for bills issued to its Customers by Utility. The Utility will determine the price and time frame for completion within thirty (30) business days of the request the price will be based on the Utility's reasonable costs for implementing the nonstandard bill format or rate structure.

(e) Information Disclosure for Standard Offer Customers

The Utility distribute disclosure labels to Standard Offer Customers as required by Chapter 306, §2(E)(4) of the Commission's rules. The Utility will charge Standard Offer Providers for the costs of distributing the label. The Utility will require Standard Offer Providers to produce and deliver the disclosure labels to the Utility and according to Utility's specifications. The Utility shall assess a charge for distributing the label as set forth in Schedule A.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



Section 6 -- Disconnection of Service

6.01 Voluntary Disconnection

The Utility may disconnect service at the request of a Customer (provided that the provisions of Chapter 815, Section 10(I) of the Commission's Rules concerning landlord/tenant disconnections are not applicable) or if the premises is clearly abandoned. Customers must provide the Utility with advanced notice of seven days prior to the proposed disconnection. Customers must pay for service that is actually provided until the Customer gives the required notice and the Utility either actually disconnects the service, initiates disconnection procedures for failure to apply for Customer status, or there is an application for service at that location. The Utility may charge Customers a non-recurring service charge as set forth in Schedule A.

6.02 Involuntary Disconnection

(a) Causes for Disconnection Without Notice

In addition to disconnections involving abandonment or disconnection at the request of a Customer, the Utility will disconnect service to a Customer without advance written notice for any of the following reasons:

- (1) Unauthorized use (Chapter 815, § 10(A)(6));
- (2) Dangerous Condition (Chapter 815, § 10(A)(8)); and,
- (3) Directive from State or Local Official (Chapter 815, § 10(A)(9)).
- (4) If an immediate hazard exists which threatens the safety or health of the Customer or the general population or the Utility's personnel or facilities.

(b) Causes for Involuntary Disconnection with Notice (14-Day notice and 7-day notice)

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



The Utility will provide residential Customers with written notice of the intent to disconnect at least 14 calendar days before the stated disconnection date and must provide non-residential Customers with written notice of the intent to disconnect at least seven calendar days before the stated disconnection date based on the following circumstances:

- (1) Failure to pay (Section (Chapter 815, § 10(A)(1));
- (2) Refusal of Access (Chapter 815, § 10(A)(5)); and,
- (3) Fraud or material misrepresentation (Chapter 815, § 10(A)(7)).

(c) Causes for Involuntary Disconnection with Notice (3 Day notice)

The Utility will provide written notice of the intent to disconnect a Customer at least three business days before the stated disconnection date based on the following circumstances:

- (1) Broken payment arrangement (Chapter 815, § 10(A)(2));
- (2) Failure to provide a deposit or guarantor (Chapter 815, § 10(A)(3));
- (3) Failure to apply for Customer status (Chapter 815, § 10(A)(4));
- (4) Failure to comply with Commission decision (Chapter 815, § 10(A)(10) unless the Consumer Assistance and Safety Division (“CASD”) or the Commission itself establishes a different notice period);
- (5) Dishonored check or electronic payment (Chapter 815, § 10(H)); or,
- (6) Certification of a serious medical condition (Chapter 815, § 11(C)).

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



(d) Time Issuance

- (1) The Utility cannot issue a disconnection notice for the circumstances described in Chapter 815, Section 10(A)(1) (failure to pay an overdue amount) until at least 30 days after the original bill is mailed. A bill is considered "mailed" on the date it is postmarked. If there is no postmark, Utility must date and mail the bill on or before that date. The Utility will not issue a disconnection notice for the circumstances described in Chapter 815, Section 10(A)(2) (broken payment arrangement) and Chapter 815, Section 10(A)(3) of the Commission's rules (failure to pay a deposit) until at least one business day after the due date of the payment.
- (2) The Utility may issue a disconnection notice for the other circumstances described in Chapter 815, § 10(A) at any time after the applicable criteria are met.

(e) Disconnection Date

The disconnection date for residential and non-residential Customers stated in the notice must not be a Friday, weekend, legal holiday, the day before a legal holiday or a day when the utility's office is not open for public business. The term "legal holiday" has the same meaning as that term is defined in 4 M.R.S. § 1051.

(f) Period of Effectiveness

(1) Residential Customers

From April 1 to October 31, a disconnection notice is effective for the greater of 10 business days or any other period prescribed by Chapter 815 after the disconnection date stated in the notice. From November 1 through March 31, a disconnection notice is effective for 20 business days or any other period prescribed by Chapter 815 after the disconnection date stated in the notice.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



General Manager

(2) Non-Residential Customers

A disconnection notice issued to non-residential Customers is effective for the greater of 10 business days or any other period prescribed by Chapter 815 after the disconnection date stated in the notice.

(g) Refusal of Access by Customer

If Customer refuses to allow the Utility access to the meter or other fixture or device necessary to accomplish disconnection, and the Utility has no other reasonable means of disconnecting Customer, the periods of effectiveness set forth under subsection (f) above shall be calculated from the date of the last refusal by the Customer. In such circumstances, the Utility shall record the date, time and manner of each attempt to disconnect service and each express refusal by the Customer to allow access.

6.03 Disconnection Notice Procedures for Leased or Rented Residential Properties

(a) The Utility cannot disconnect a premise when it is aware that it is leased or rented at the request of a lessor, owner, or agent ("landlord") or because the landlord (as a Customer) has failed to pay an overdue amount, unless:

- (1) The tenant agrees in writing to the disconnection;
- (2) The landlord signs a statement that the premises are vacant;
- (3) The utility by personal inspection determines that the premises are vacant; or
- (4) The utility gives notice as described in subsection (b) below.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



General Manager

- (b) The Utility shall attempt to deliver the notice in person to at least one adult occupant of each unit. With respect to a single meter, multi-unit building, the Utility will also post the notice at or near the front and rear entrances to the building or buildings affected. The notice must, in addition to the applicable disclosures required by Chapter 815, Section 10 (J) of the Commission’s rules, inform the tenant how service can be continued. The Utility must either offer the tenant the opportunity to obtain service in the tenant's name or otherwise assume responsibility for further payment.
- (c) The disconnection notice must be mailed or delivered at least 14 days before the disconnection date stated in the notice. The Utility may assess a non-recurring charge as set forth in Schedule A for the collection of the unpaid account balance from the landlord.
- (d) Before the actual disconnection of service to a single-meter, multi-unit building, the Utility must:
 - 1. Apply any existing deposit to the current account balance; and
 - 2. File the lien authorized by Title 35-A M.R.S. §706.
- (e) The Utility will not require the tenant to pay for any charges incurred by the landlord or demand a deposit or advance payment from the tenant based on a landlord's credit history.
- (f) This subsection also applies if a municipality requests the Utility to disconnect service at a location where the municipality has temporarily put the service in its name on behalf of the occupant.

6.04 Content of Disconnection Notices

A disconnection notice will be in writing, in the format required by Chapter 815, Section 10(K) of the Commission’s rules, and will contain the following information:

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



- (a) The overdue amount or the reason for the disconnection if not for an overdue amount;
- (b) What the Customer must do to avoid disconnection;
- (c) The disconnection date and the period for which the disconnection notice is effective;
- (d) For residential Customers, a statement of the Customer's right to postpone disconnection due to a medical emergency with the Customer or an occupant and a description of how to postpone the disconnection according to Chapter 815, Section 11 of the Commission's rules;
- (e) If the disconnection is not for a broken payment arrangement, a statement that the Customer can avoid disconnection by negotiating a payment arrangement with affordable monthly, bi-weekly or weekly installment payments and that the overdue amount must be paid in a reasonable period of time;
- (f) A statement of the Customer's right to submit a dispute before the disconnection date including the address and toll-free phone number of the CASD;
- (g) a statement that the Customer cannot submit a dispute to the CASD until the Customer has first tried to resolve the dispute with the Utility;
- (h) A telephone number that the Customer can call to resolve the situation causing the disconnection and a statement that the call may be made collect from within the utility's service area, unless a toll-free number is offered or calls within the Utility's service area are toll free to the designated telephone number;
- (i) A statement of the reconnection charge, if any; and,
- (j) A statement of the utility's policy concerning the requirement of a deposit in the event of disconnection.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



6.05 Disconnection Procedures

(a) Time for Residential and non-residential Customers

Disconnection must occur between 8:00 a.m. to 3:00 p.m. during the effective period of the notice. Disconnection will not occur on a Friday, weekend, legal holiday, the day before a legal holiday or a day when Utility's office is not open for public business. These restrictions can be varied if:

- (1) The utility has made special arrangements with the Customer to disconnect at an alternative time;
- (2) Access to the premises can only be obtained at an alternative time; or
- (3) The disconnection is for a reason other than nonpayment.

(b) Attempt to Contact

The Utility will make the following reasonable efforts to contact the Customer personally before disconnection occurs.

- (1) Contacts the Customer by telephone on the date specified in the Notice or during the effective period of the Notice; or
- (2) Attempts personal contact with the Customer at the time of a premise visit to disconnect.

In the case of remote disconnections, Utility's duty under this Section shall be met if the utility makes a least two telephone attempts, one before 5:00 p.m. and one after 5:00 p.m., and the Utility provides written notice of the Utility's ability to remote disconnect pursuant to Chapter 815, Section 5(A) of the Commission's rules.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



General Manager

(c) Procedure Upon Contact Before Disconnection

- (1) If the Utility makes contact with the Customer before disconnection, an authorized employee of the Utility, in effort to attempt avoiding a disconnection, will explain the following:
 - a. The amount overdue or other reason for the proposed disconnection; and
 - b. How the disconnection can be avoided, including:
 - 1. the Customer's obligation to pay the overdue amount or enter into an installment payment arrangement;
 - 2. notifying the Customer of the right to file a dispute with the CASD in the event that the Customer is unable to resolve the issue with the utility;
 - 3. explaining the duty of the Customer to pay any portion of a bill which the Customer does not dispute; and
 - 4. asking residential Customers if anyone resides at the location that has a medical condition that would be seriously aggravated by a loss of utility service. (If the answer is "yes," the employee must explain the process for postponing disconnection due to a serious medical condition.)

- (2) An employee of the Utility who visits the premises to disconnect is not required to have the authority to negotiate or enter into payment arrangements or to accept payment or make change to avoid disconnection. If the Utility employee is not authorized to fully explain the Customer's rights and obligations described under Section (c)(1) above, the Utility employee must offer the Customer the opportunity to communicate with an employee who has such authority before disconnecting the service. If the employee of the Utility has already made personal contact with a Customer pursuant to Section 6.06, subsection B above and the Customer has not taken the

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



General Manager

necessary steps to avoid disconnection, the Utility is not required to postpone disconnection a second time pursuant to this subsection to contact the Utility. If a Customer offers to pay the overdue amount to prevent disconnection, the Utility employee shall either:

1. accept payment, give a receipt, and leave the service intact; or
2. direct the Customer to the nearest location where payment is accepted and postpone disconnection for a reasonable time.

(d) Charges for Payment to Avoid Disconnection

When Customers provide payments for overdue amounts pursuant to Section 6.06, subsection (C)(2) in order to avoid disconnection, the Utility may assess a fee as set forth in Schedule A.

(e) Post Disconnection Notice

(1) If disconnection occurs as a result of a visit to Customer's premises, the Utility will post or deliver a written notice to an occupant of the premises at the time of the disconnection. The written notice must contain:

- a. The address and telephone number of the Utility;
- b. The overdue amount or other reason for the disconnection;
- c. The requirements for reconnection; and
- d. The procedure for residential Customers to declare a serious medical condition.

(2) The Utility will mail the written notice required by this subsection within three business days when:

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



- a. A Customer's billing location is different from the service location; or
 - b. A premises visit was not required to disconnect.
- (f) Informational packet to disconnected residential Customers prior to the winter period

By November 15 of each year, the Utility will mail, to last known mailing address of the Customer, an informational packet to each residential Customer that was disconnected for non-payment between April 16 (the end of the previous winter period) and October 15, and who was not subsequently reconnected by November 1, that includes:

- (1) The address and telephone number of the utility;
- (2) The overdue amount or other reason for the disconnection;
- (3) The requirements for reconnection;
- (4) The procedure for residential Customers to declare a serious medical condition;
- (5) the existence of the utility's oxygen pump assistance program and procedures for enrollment pursuant to Chapter 314;
- (6) a copy of the Customer's rights during the winter period, pursuant to section 10(M)(5)(b);
- (7) the Customer's right to bring any unresolved disputes to the CASD; and
- (8) the CASD's toll-free consumer telephone number, as well as its mailing and email addresses.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



6.06 Winter Disconnection of Residential Customers

(a) Personal contact with residential Customer required prior to disconnection

In situations where the Utility plans to disconnect a residential Customer, a representative from the Utility will attempt to make personal contact with the Customer in person or by telephone on or after the proposed disconnection date. The Utility may also attempt personal contact before the disconnection date, but is not required to do so. If the Utility attempts personal contact through a premise visit and is unsuccessful, the Utility must leave a written Notice of Customer Rights at the premises. Upon making personal contact, whether initiated by the Utility or the Customer, the Utility representative shall orally provide the Notice of Customer Rights as specified in Chapter 815, Section 10(M)(5) of the Commission’s rules and give the Customer all reasonable assistance to ensure his or her understanding of said rights. If the Utility is not able to make personal contact with the Customer, the Utility must then proceed in accordance with paragraph 2 below and attempt contact in the manner described therein; provided that, if the Utility fails to make such personal contact by April 15, the Utility is not required to proceed in accordance with paragraph 2 but may proceed in accordance with Chapter 815, Section 10(L)(3) of the Commission’s rules.

After March 31, the Utility may not send a disconnection notice to any Customer whose bills issued from November 1 through March 31 indicates an arrearage, unless the Utility made a good faith effort to make personal contact with the Customer and establish a Special or Regular Payment Arrangement. With respect to any such Customer, the Utility must attempt to make personal contact to establish a payment arrangement. If the Customer refuses to enter into a payment arrangement, the Utility may disconnect upon 14 days’ notice in accordance with Chapter 815, Section 10(D)(2) of the Commission’s rules.

(b) Failure to make personal contact with Customer

(1) Unoccupied premises. If the Utility is unable to make personal contact with the Customer after at least one visit to the residential unit and it’s appears

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



General Manager

reasonably certain from an on-site inspection that the unit is not inhabited, the Utility shall provide a written Notice of Customer Rights by first class mail to the last recorded billing address of the Customer. This Notice shall be accompanied by a warning that, if a response is not received within five business days of the postmark date, the service may be disconnected. If a response is received within five business days after the postmark date, the Utility shall proceed in accordance with the requirements of Section 9(F). If no response has been received by the Utility within five business days after the postmark date, the service may be disconnected in accordance with subsection B above. If, following disconnection, the residential unit is found to be occupied, the Utility must immediately reconnect service and proceed in accordance with the requirements of Chapter 815, Section 9(F)(5) of the Commission's rules.

- (2) Occupied premises. If the Utility is unable to make personal contact with the Customer after at least one visit to the residential unit and is uncertain after an on-site inspection whether the unit is inhabited, the Utility shall provide a written Notice of Customer Rights by first class mail to the last recorded billing address of the Customer. This Notice shall be accompanied by a warning that if a response is not received by the Utility within five business days, the Utility may either seek permission to disconnect from the CASD or may cycle disconnect the Customer pursuant to paragraph 3 below. If a response is received within five business days after the receipt date of the mailing, the Utility shall proceed in accordance with the requirements of Section 9(F)(5) of the Commission's rules. If no response has been received by the Utility within five business days after the receipt date of the mailing or the mailing is returned to the Utility undelivered, the Utility may seek permission to disconnect from the CASD pursuant to paragraph 4 below or may cycle disconnect pursuant to paragraph 3 below.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



(c) Cycle disconnections

In situations where the Utility is unable to make contact with a Customer and is not reasonably certain after the on-site inspection that the premises is vacant, it may cycle disconnect the Customer until such time as the Customer contacts the Utility to make a payment arrangement or the Utility determines that the premises is vacant. Utilities must comply with the following standards when cycle disconnecting a Customer pursuant to this paragraph:

- (1) Disconnection will not occur before 8:00 a.m. and reconnection will occur no later than 5:00 p.m.
- (2) Disconnection will not occur on weekends or holidays.
- (3) Disconnection will not occur on days when the temperature is not expected to reach 32 degrees Fahrenheit or on days when predicted weather conditions might make it difficult for the Utility to reconnect. The second limitation does not apply to utilities that can cycle disconnect without making a premise visit.
- (4) Disconnection will not occur when the Utility is aware that there are children under 12 years of age or elderly persons at the premises.
- (5) Disconnection will not occur when an occupant of the premises has a medical condition such that a lack of utility service would pose a serious risk of harm to that individual in accordance with Chapter 815, Section 11 of the Commission's rules.

(d) CASD Permission Required to Disconnect in Winter

- (1) During the Winter Disconnection Period, the Utility may not disconnect any Customer except in one of the following circumstances and only after it has received the authorization of the CASD:

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



- a. The Customer rejects the opportunity to make a payment arrangement, if applicable, or does not agree to the terms specified by the CASD.
- b. The Customer fails to comply with the terms of a second or subsequent Special Payment Arrangement or the terms of any other payment arrangement, if applicable.
- c. The Utility is not able to make contact with the Customer as specified in Section 6.06(b) above.

(2) Any utility seeking to disconnect a Customer shall submit its request including all supporting reasons in writing and send a copy to the Customer. The CASD will render its decision as soon as possible, which decision shall be confirmed in writing. In making a decision with respect to such authorization, the CASD shall consider the individual circumstances of the Customer, including the Customer's efforts with respect to communication and cooperation with the Utility and the CASD, ability to pay, need for utility service during the Winter Disconnection Period, and compliance with the provisions of previous Special and Regular Payment Arrangements and shall also consider Utility's compliance with the requirements of this subsection with respect to the Customer. In denying a request to disconnect, the CASD may set the terms for a payment arrangement for the Customer.

(e) Notice of Customer Rights

(1) Oral Notice of Customer Rights.

"Oral Notice of Customer Rights" means an easily understood explanation of the Customer's rights and responsibilities under this subsection. An oral Notice of Customer Rights shall include the following information:

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



- a. Customers will be provided an opportunity to enter into either a Regular Payment Arrangement or a Special Payment Arrangement. If the Utility and the Customer fail to agree on the terms of either type of payment arrangement, the Utility must submit the matter to the CASD. If the Customer fails to contact the Utility to make a payment arrangement or if the Customer fails to make payments according to the payment arrangement, the Customer can be disconnected if the Utility receives authorization from the CASD.
- b. A general description of the payment arrangement options offered by Utility.

(2) Written Notice of Customer Rights. All electric and gas utilities shall include a copy of the Notice of Customer Rights with the first bill rendered to a residential Customer after November 1. This Notice shall conform with the format and content set forth in Attachment 1 to Chapter 815 of the Commission's Rules.

6.07 Continuation of Utility Service for Residential Customers With a Medical Emergency

- (a) Basic service is required for residential Customers when a medical emergency necessitates a continuation of service

The Utility may not disconnect service or refuse to reconnect service to any residential Customer when the Customer or an occupant of the Customer's residence is certified by a physician or the physician's agent or designee to have a medical emergency. If the Utility discovers after a disconnection of service that the Customer or an occupant of the Customer's residence is certified by a physician or the physician's agent or designee to have a medical emergency, the Utility must reconnect the service pursuant to subsection 4, provided the Customer is eligible for a medical emergency declaration pursuant to subsection 5.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



(b) Disconnection postponed pending certification

If the Customer or member of the Customer's household notifies the Utility that the Customer or an occupant of the Customer's residence has a medical emergency and that certification of the medical emergency will be obtained, the Utility may not disconnect service for at least three business days. The effective period of a pending disconnection notice can be extended to accommodate this three-day period if the Utility notified the Customer of the extension at the time the Utility was notified of the medical emergency.

(c) Certification Procedure

A physician's certification of a medical emergency may be oral or written. The Utility may not challenge the validity of an oral or written certification with a physician or a physician's agent, unless the Utility has reason to believe that fraudulent information has been provided by the Customer. If the Utility has reason to believe that certification is not valid, it should file a request for an exemption of this subsection with the CASD. The Utility may require written confirmation within seven days of an oral certification. The Utility may require that a written certification include the following if the Utility provides a form for the physician to complete:

- (1) The name and service location of the Customer (to be provided by Utility).
- (2) The name and address of the person with the medical emergency.
- (3) A statement that a serious illness or medical condition exists which would be seriously aggravated by lack of utility service.
- (4) The anticipated length of the medical emergency.
- (5) The specific reason why continued service is required.
- (6) The name, office address, telephone number and signature of the certifying physician.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



If the written certification is not provided within the seven-day period, the Utility may proceed with disconnection if the pending disconnection notice is still effective or may pursue disconnection pursuant to Chapter 815, Section 10(D)(3) of the Commission’s rules if the pending disconnection notice has expired.

(d) Reconnection of Service

When the Utility is required to reconnect service under this subsection the Utility will attempt to provide service on the day it receives the certification, but not later than 5:00 p.m. of the next day.

(e) Length of Certification; Renewals

The Utility may not disconnect a Customer for the time period specified in the certification or 30 days, whichever is less. If the certification does not specify a time period or it is not readily ascertainable, the Utility must not disconnect for a least 30 days. A certification may be renewed a total of two times during any 12-month period. This limitation applies to the premises as a whole, i.e., regardless of how many different people with a medical emergency reside at the same premises, the Utility is not obligated to accept more than three (3) medical emergency certifications for the premises within a 12-month period.

(f) Customer's duty to pay or make a payment arrangement

Whenever service is provided due to the existence of a medical emergency, the utility shall inform the Customer of the continuing duty to pay or make a payment arrangement for the amount overdue. The Utility must offer to refer a Customer to possible sources of financial assistance for the payment of the utility bill when a medical emergency is declared.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



General Manager

(g) Disconnection upon expiration of a certification

The Utility may begin disconnection procedures when a certification of a medical emergency expires if the Customer has failed to pay or enter into a payment arrangement for the amount overdue.

6.08 Reconnection of Service

(a) Duty to Reconnect

If service has been disconnected, the Utility will reconnect service when the cause of disconnection has been remedied.

(b) Payment Arrangement, Deposit

(1) Residential Customers

The Utility must offer the Customer a reasonable payment arrangement on the account balance if the disconnection was for nonpayment and the Customer was not on a payment arrangement at the time of the disconnection. If the Utility demands a deposit as a prerequisite for reconnection, the Utility shall offer the following options to the Customer:

- a. pay the deposit and enter into a payment arrangement for the amount overdue;
- b. pay the amount overdue and enter into a payment arrangement for the deposit; or
- c. pay the deposit and amount overdue in full.

(2) Customers on a payment arrangement at the time of disconnection

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



If the cause of the disconnection was a broken payment arrangement, the Utility must either:

- a. require the Customer to pay the catch-up amount on the arrangement, in addition to a deposit if a deposit is allowed by Section 4.01, and a reconnection fee, as a prerequisite for reconnection. In these situations, the Utility must offer the Customer the option of paying the deposit in three monthly installments consistent with the process described in Section 4.06(a), with the exception that the first monthly payment cannot be due earlier than the due date of the first bill issued following the reconnection; or
- b. offer the Customer a new payment arrangement. If the Utility demands a deposit as a prerequisite for reconnection, the Utility must offer the options listed in subsection (b)(1)(a) above to the Customer.

(c) Time

The Utility will make a reasonable effort to reconnect service during business hours on the same day that it receives the request to reconnect. At the latest, reconnection must be made before 5:00 p.m. the following business day after the request. If a Customer requests reconnection to occur at other than regular business hours, the Utility will inform the Customer of the higher reconnection charge, if applicable, and make a reasonable effort to reconnect if requested, but the Utility is not obligated to do so unless a medical condition exists. Any request to reconnect where the Utility receives notice that the cause of the disconnection has been remedied by 3:00 p.m. must be considered as received during "normal business hours" the same day the notice was received for the purposes of assessing a reconnection fee.

(d) Reconnection Fee

When service has been disconnected for any reasons set forth in these Terms & Conditions, the Utility will assess a non-recurring fee as set forth in Schedule A for

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



General Manager

reconnection during regular business hours or a higher fee as set forth in Schedule A reconnection during at other times.

6.09 Dispute Resolution Procedures

- (a) Adherence to Chapter 815, Section 13 of the Commission’s rules

The Utility will handle and seek resolve disputes in accordance with Chapter 815, Section 13 of the Commission’s rules.

6.10 Customer Notice of Planned and Unplanned Service Interruptions Due to Maintenance or Repairs

- (a) Quality of Service

Utility’s system shall be designed in order that it may provide safe and adequate T&D Service to Customer.

- (1) Frequency

The Utility shall design and operate its T&D System such that alternating current service shall be supplied at 60 cycles per second (Hertz or Hz) under normal, steady state conditions and shall vary only in accordance with Applicable Codes, Standards, and Requirements. The system shall operate within a +/-0.5 Hertz limit.

- (2) Voltage, Testing and Records

The Utility shall maintain and operate its system to conform to the voltage variation ranges established by ANSI that are specified in Chapter 320, Section (4)(B)(3) of the Commission’s rules. Utility, at its own expense, will inspect and test its meters as required to insure a high standard of accuracy. The Utility will, without charge, test the

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



accuracy of the registration of a meter upon the request of a Customer, provided that the Customer does not request such a test more frequently than once every 12 months. When a Customer requests a meter test within 12 months after the date of installation or of the last previous test of the meter, the Customer may be required by the Utility to make a deposit based on the amount set forth in Schedule A to cover the cost of such test. If the meter does not meet the performance and accuracy standards as required by Commission rule, the Utility will return the deposit, pay for the testing and will adjust the Customer's billing in accordance with Chapter 815 of the Commission's Rules.

(3) Additional Meter

Should the Customer desire the installation of additional meters other than those necessary to measure adequately the service taken by the Customer, such additional meter shall be provided, installed and maintained by the Customer at his own expense.

(b) Service Interruptions, and Maintenance Outages

This term shall apply to Service Interruptions as that term is defined in Section 1 of these Terms & Conditions. The Utility may temporarily interrupt service when it is necessary to repair or maintain Utility's delivery system (planned or unplanned); to eliminate an imminent threat to life, health, safety or substantial property damage; or for reasons of local, state or national emergency. When the Utility performs these tasks, the Utility will take reasonable measures to ensure the safety of its Customers and to protect Customers' property against damage. When the Utility performs these tasks, the Utility will take reasonable measures to ensure the safety of its Customers and to protect Customers' property against damage.

(1) Reasonable Notice Required

When the Utility schedules a service interruption for maintenance or repairs, the Utility must give reasonable notice of the cause and expected duration of the interruption to Customers and occupants who may be affected. If the service interruption is scheduled

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019

General Manager

to affect more than 10 Customers or Customers receiving service at the transmission or sub-transmission level, or last more than five hours, reasonable notice means three days if feasible, but 24 hours at a minimum. In other cases reasonable notice means notice as soon as practicable.

(2) Notification of Affected Customers

When service is interrupted without notice for more than five hours, the Utility must attempt to notify directly those Customers who have informed the Utility of the presence of life support systems or other special needs that depend on utility service of the cause and expected duration of the outage. Utilities must make reasonable efforts to notify other affected Customers and occupants of the cause and expected duration of the interruption through general notification means such as posting outage information on a website and making outage information available to Customers that call Utility.

(3) Method of Notification

Notice required by subsections 1 and 2 above can be given by the method best suited to the nature of the interruption, the size of the area affected, the time of year, and the resources available to Utility. In any case, the Utility must take all reasonable steps to notify directly those Customers who have informed the Utility of the presence of life support systems or other special needs that depend on utility service that a planned or scheduled interruption will occur.

(4) Identification of Customers on Life Support

the Utility must solicit applicants and Customers to report the presence of life support systems or other special needs, pursuant to Chapter 815, Section 5(A)(11) of the Commission's rules. Once reported, the Utility must identify these Customers in its billing system, outage restoration system, and at the Customer's meter.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



Section 7 – Customer and Utility Responsibilities/Liabilities

7.01 Customer’s Liabilities

a) General

The Customer is responsible for installing and maintaining his/her electrical wiring and equipment in accordance with applicable local, state, and national electric and building codes.

The Utility shall have the right, after suitable arrangements with the Customer, to enter the premises at all reasonable times for the purpose of making such inspection of the Customer's installation as may be necessary for the proper application of Utility's rate schedules and Terms and Conditions; for installing, removing, testing or replacing it apparatus or property; for reading meters; and for the entire removal of Utility’s property in the event of termination of service to the Customer for any reason.

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

The Customer will be held liable for any such loss of property or damage thereto and shall pay to the Utility the cost of necessary repairs or replacements. The Customer will be held responsible for breaking the seals, tampering, or interfering with Utility’s meter or meters or other equipment of the Utility installed on the Customer's premises, and no one except employee of the Utility will be allowed to make any repairs or adjustments to any meter or other piece of apparatus belonging to the Utility except in case of emergency.

The Customer shall notify the Utility of any substantial increase or decrease proposed in

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



his connected load or of any proposed change in characteristics, purpose of use, or location -of load. Until the Customer shall have given such notice and the Utility in turn shall have found that any additional load would meet the requirements of these Terms & Conditions. There shall be no obligation on the part of the Utility to provide the capacity in facilities necessary to serve such load.

Failure on the part of the Customer to give notice as provided for above shall render him liable for any damage to meters, transformers, wires, and associated apparatus of Utility, resulting from the use of increased or changed load.

The Utility shall have the right, if necessary, to construct its poles, lines, and circuits on the Customer's property and to place its transformers and other apparatus on the property or within the buildings of the Customer, at a point or points convenient for such purpose. The Customer shall provide suitable space for such installation.

The Customer shall at all times take and use energy in such a manner that the load will be balanced between phases to within nominally ten per cent. In the event of unbalanced polyphase loads, the Utility reserves the right to require the Customer to make necessary changes at his expense to correct the unsatisfactory condition, or to compute the demand used for billing purposes on the assumption that the load on each phase is equal to that of the greater phase.

7.02 Utility's Liabilities

(a) General

The Utility will use reasonable diligence in furnishing as uniform a supply of electric energy as practicable, except where rate schedules provide otherwise, the Utility may interrupt its service hereunder, however, for the purpose of making necessary alterations and repairs, but only for such time as may be reasonable or unavoidable. the Utility shall give to the Customer, except in case-of emergency, reasonable notice and shall endeavor to arrange such interruption so as to inconvenience the Customer as little possible.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



The Utility will provide and maintain the necessary line and outdoor overhead service connections, outdoor transformers, meters, and apparatus auxiliary thereto, unless the terms of the rate or contract under which service is rendered provide otherwise. Whenever an emergency warrants interruption or limitation in the service being rendered, such interruption or limitation shall not constitute a breach of contract and shall not render the Utility liable for damages suffered thereby or excuse the Customer from further fulfillment of the contract.

b) Customer's Premises

The Utility will use reasonable diligence in furnishing as uniform a supply of electric energy as practicable, except where rate schedules provide otherwise, the Utility may interrupt its service hereunder, however, for the purpose of making necessary alterations and repairs, but only for such time as may be reasonable or unavoidable. The Utility shall give to the Customer, except in case-of emergency, reasonable notice and shall endeavor to arrange such interruption so as to inconvenience the Customer as little possible.

The Utility will provide and maintain the necessary line and outdoor overhead service connections, outdoor transformers, meters, and apparatus auxiliary thereto, unless the terms of the rate or contract under which service is rendered provide otherwise. Whenever an emergency warrants interruption or limitation in the service being rendered, such interruption or limitation shall not constitute a breach of contract and shall not render the Utility liable for damages suffered thereby or excuse the Customer from further fulfillment of the contract.

c) Protective Apparatus

The Utility reserves the right to install protective apparatus so arranged as to disconnect the service on the premises if Utility's capacity at that point is exceeded.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



7.03 Force Majeure

Except for making payments due, neither the Utility nor the Customer shall be liable in damage to the other for any act, omission, or circumstances occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics., landslides, lighting, earthquakes, fires, storms, floods, unforeseeable or unusual weather conditions, washouts, arrests and restraint of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or electric lines, temporary failure of electric supply, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated. or otherwise, and whether caused or occasioned by or happening on account of the act or omission of the Utility or the Customer or any other person or concern not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party claiming suspension.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019

Docket No. 2019-00109



General Manager

Section 8 -- Technical Provisions and Standards of Service

8.01 Meters

(a) Metering Required

The quantity of a Customer's electrical energy and/or demand shall be determined by the registration of the electric meters provided by Utility, except that:

(1) Where the load is such that the amount of electrical energy consumed is fixed by the type of service, the Utility may elect not to meter the service and to bill the Customer a fixed amount as determined by the charges under the appropriate rate schedule.

(2) Where temporary service is rendered under conditions making metering impractical, the amount of energy consumed may be estimated and billed accordingly.

The Customer acting jointly with Utility, may install, maintain and operate at his/her expense such check measuring equipment as desired. Such equipment shall be installed so as not to interfere with the operation of Utility's equipment.

(b) Locations for Meters and Other Equipment/Timing for Installation

The Utility reserves the right to designate the locations of the point of connection, transformers, and meters and to determine the amount of space which must be left unobstructed for the installation and maintenance thereof. The Applicant may request an alteration of such a designation; but only if consented to by the Utility the excess cost of such revised designation over and above the cost of the original

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



utility design shall be borne by the Applicant. The Utility reserves the right to reasonably postpone to a more favorable season the extension of lines and connection of services during seasons of the year when climatic conditions would cause abnormally high construction costs.

(c) Special Measurements

The Utility shall have the right at its option and its own expense to place demand meters or other instruments on the premises of any Customer for the purpose of measuring the demand, or for other tests of all or any part, of the Customer's equipment or load.

(d) Meter Testing

The Utility shall adhere to any Commission requirements under Chapter 320 of the Commission's rules with regard to meter testing. In addition, at the request of the Customer, the Utility will test any meter at no charge to the Customer provided that Customer has not requested that a meter be tested during the prior twelve (12) months. If a Customer requests a meter test within 12 months of the date of the most recent test of its meter, the Utility shall charge the amount shown in Schedule A. Any charge to a Customer for meter testing will be refunded and credited if the meter fails to meet the performance requirements set forth under this Section.

8.02 Power Factor

(a) Fluctuating or Low Power Factor Loads

1. During Customer's installation or use of motors, lights, or other appliances or equipment that may have a low power factor, the Utility may require Customer to provide power factor corrective equipment at his/her own

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



expense, which will maintain the power factor of such device at not less than 95% or more than 105%. In the event the Customer fails to provide such corrective equipment, the Utility may assess an annual charge, as set forth in Schedule A, for special services.

2. Service to arc welders, industrial/commercial lighting/heating equipment, and similar apparatuses, the operating characteristics of which are inherently detrimental to voltage regulation and system power factor will be supplied only if the apparatus is approved by Utility. If the Utility is required to install special equipment, including, but not limited to additional transformation, capacitance, etc., the Utility may assess a charge as set forth in Schedule A for special services.

3. The Utility reserves the right to refuse service to single phase motors of individual rating in excess of 10 horsepower and to three phase installations aggregating less than 15 horsepower. It being a further condition that specific permission from the Utility will be required in all cases involving single phase motors more than 10 horsepower or three phase converters supplying motors larger than 10 horsepower. Standard polyphase squirrel cage motors, rated at 15 horsepower or less, may be started at full line voltage. Motors above 15 horsepower shall be provided with a reduced voltage starting device. Larger motors dependent upon design and location may be used without reduced voltage starting devices with special permission of the Utility. The Utility reserves the right to limit the size of the largest motor which may be operated on any part of its system so that it does not interfere with the quality of service rendered to other Customers.

8.03 Protective Devices

It is the Customer's responsibility to provide suitable protective devices for the equipment on the Customer's premises. If three-phase equipment is installed, it

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



is the Customer's responsibility to protect such equipment against single-phase operation and under-voltage and over-voltage conditions. Minimum protective devices considered necessary for motor protection are:

(a) Line Starting Protection--Any motor which, in starting, might be damaged by the full line voltage requires some type of protective device to disconnect it from the line during interruptions in service, thus protecting the motor when service is restored. Such a device should also be equipped with a time delay mechanism so that the motor will not be disconnected by momentary fluctuations in voltage.

(b) Overload Protection--Since the intense heat caused by overload may seriously damage the motor, the Customer should install a device that will disconnect the motor if overload occurs. Fuses, thermal relays, or circuit breakers which are specifically designed to operate when excessive current occurs are the devices used for this purpose. Where the Customer receives three-phase service, such protective devices should be connected in all phases.

(c) Single-Phasing Protection--Where the Customer receives three-phase service, a relay should be installed which will disconnect the motor from the lines in the event one phase of the line becomes open.

(d) Reverse-Phasing Protection--For three-phase installations of electric cranes, hoists, elevators, pumps, and the like, the Customer should install relays which will disconnect the motor from the line in the event of phase reversal.

8.04 Addition of Load

Any Customer shall give the Utility reasonable notice, in writing, of any plans to increase a given load past the capacity of Utility's equipment installed to serve

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



that particular location. The Utility may require the advance payment of contributions- or advances-in-aid of construction and the execution of related documents as outlined in Section 6 of these Terms & Conditions prior to the commencement of any installation of added or enlarged facilities. If the Customer fails to notify the Utility of additional loads and the additional load damages Utility's equipment, the Customer is liable for such damages and repairs or replacement of damaged equipment.

8.05 Undesirable Load Characteristics

(a) New Service

The Utility may refuse to establish new service if a condition exists or would exist upon establishment of service which the Utility believes is unsafe or hazardous to the applicant, a member of the public, Utility's personnel or facilities, or the integrity of Utility's energy delivery system.

(b) Established Service

(1) Disconnection Without Written Notice

The Utility may disconnect service to a Customer without advance written notice if the Customer's load causes any of the conditions described in Section 6.01.

(2) Disconnection With Written Notice

In less serious situations, the Utility will disconnect service only after delivery of a shut-off notice to the Customer's service location specifying the problem and scheduling disconnection 15 days later if the Customer has not corrected the situation or otherwise adequately responded to the shut-off notice. Where

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



immediate correction is not possible, the Customer's response must include arrangements made for repair or replacement of equipment. A completion date will then be established, and the disconnection will be postponed until the day following the agreed-upon completion date.

8.06 Unauthorized Attachments

Before an individual or firm attaches any equipment or material to any property of the Utility (including, but not limited to, poles, guy wires, equipment, or structures), the individual or firm must receive written permission from Utility. Any unauthorized attachment is subject to removal at any time without notice.

8.07 Inside Wiring

Customers are responsible for their inside wiring, including the service entrance and meter socket.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



Section 9 – Transmission Adjustment & Standard Offer

The Utility shall price its standard offer pursuant to Rate Schedule SO and shall adjust charges for transmission services pursuant to Rate Schedule T.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019

Docket No. 2019-00109



General Manager

Section 10 -- Extension of Facilities

10.01 Service Drop

For residential and small commercial Customers who receive single phase service at 200 amps or less, the Utility will provide and install the following components at no cost to customer as part of a service drop:

- (a) An energy meter, and
- (b) Secondary conductor located between the Utility's transformer and point at which the customer receives service from the downstream terminals of the Utility's meter provided that no additional pole is required.

Service to small commercial and residential Customers requiring additional equipment to those specified above under parts (a) and (b) or polyphase service extensions will be considered a Line Extension and will be charged as described in this section and pursuant to the Chapter 395 of the MPUC's rules.

10.02 Standards

All Line Extensions, whether constructed by the Utility or by another party, shall be constructed in compliance with the following:

- (a) The National Electric Safety Code except as modified pursuant to 35-A M.R.S. § 2305(A)(4); and,
- (b) Other Requirements and Standards adopted by the Utility. (Such standards are kept on file at the Utility and available for copy and inspection by an applicant or Customer.)

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



10.03 Determination of Line Extension Compliance

Before a Line Extension in a public or a private way is energized, one of the following determinations is required.

- (a) Upon request, an employee of the Utility will inspect the Line Extension within five business days of the request and determine if the Line Extension is safe and in compliance with the standards. During a period of widespread power outages caused by weather or other emergency conditions, the Utility may extend the five-day limit to a reasonable number of days; or,
- (b) Either 1) a registered professional engineer or 2) a person licensed to certify electric distribution line extensions by the Maine Office of Licensing and Registration or by another State agency designated by law to certify electric distribution line extension construction determines and states in writing that the Line Extension is safe, reliable, and constructed in compliance with the standards required in this section.

10.04 Disputes

- (a) If a dispute arises in the previous section regarding whether a Line Extension meets standards, the Utility, the private Line Extension contractor (if any), and the owner shall each designate a point of contact for all parties to communicate with during the dispute resolution process.
- (b) Any person that constructs a Line Extension may challenge the Utility’s application or interpretation of Chapter 395 of the Commission Rules. The Utility’s contact person identified in (a) above will attempt in good faith to resolve the dispute, and if resolution cannot be reached within three business days, all parties have the right request the Commission to initiate the dispute resolution process described below. In a period of widespread power outages caused by weather or other emergency conditions, any party to the dispute may extend the three-day period by a reasonable number of days.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



(c) If the Commission is asked to investigate the dispute, the Commission may take any of the following actions to address the dispute.

- (1) Referral. Refer the dispute to the Department of Professional and Financial Regulation, the Maine Office of Licensing and Registration or other State agency that has licensing authority over the design, construction or certification of line extensions if the Commission believes it to be the appropriate jurisdictional authority;
- (2) Dispute Resolution. Conduct informal dispute resolution pursuant to Chapter 110 of the Commission's Rules; or
- (3) Investigation. Conduct a summary or formal investigation pursuant to 35-A M.R.S. § 1303.

10.05 Ownership and Maintenance of Line Extensions

(a) Ownership

- (1) Except as provided in subsection (b)(1) below and except when another utility owns or jointly owns with the Utility poles or other structures to which the Utility attaches its facilities, the Utility shall own all portions of a Line Extension located in a public way.
- (2) The Utility shall own a Line Extension that was constructed to serve a development if the Line Extension delivers power to any structures in the development.
- (3) The Utility shall own a Line Extension wherever located if more than one Customer receives service from the Line Extension.
- (4) The Utility shall own a Line Extension that it installed.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



(b) Ownership by Private Person

(1) On Public Way; Single Customer

A Customer may own a Line Extension that is located on a public way if it provides electric service to only one Customer, and if the person complies with and obtains all necessary permits from the licensing authority pursuant to 35-A M.R.S. §§ 2305-B, 2503 and 2507. If a single Customer receives electric service from more than one location on a Line Extension, including from separate meters, the person or entity shall be considered one Customer for the purposes of this paragraph.

(2) On Private Way; Single Customer

A person may own a line extension that is located on a private way if it provides electric service to only one Customer. If a single Customer receives electric service from more than one location on a line extension, including from separate meters, the person or entity shall be considered a single Customer for the purposes of this paragraph.

(3) Interconnection Points

A person may own a pole or other structure containing an interconnection point, including a pole to which a riser conduit is attached, whether the structure is located on a private way or a public way, provided that the person complies with and obtains all necessary permits from the licensing authority pursuant to 35-A M.R.S. §§ 2305-B, 2503 and 2507 and the Line Extension connected to the interconnection point provides electric service to a single Customer, as described in subsection (1) above.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



(4) Developments

A person who causes the construction of a privately-constructed Line Extension that serves a development may own the Line Extension until the Line Extension delivers power to any structure.

(5) Maintenance Obligations for Privately-Owned Line Extensions; Contract

A person who owns a privately-owned line extension must execute a written contract with the Utility, which the Utility will file with the appropriate registry of deeds. The contract shall require the person to:

- i. Maintenance. Maintain and repair the privately-owned Line Extension, including any pole or other structure containing an interconnection point, and pay for any maintenance or repair that the Utility must perform under the circumstances described in subsection (c) below;
- ii. Interconnection Point. Permit the Utility unrestricted access to the interconnection point;
- iii. Transfer of Ownership. Transfer ownership to the Utility if required by sections 6.06(a), (b), and (c) section; and
- iv. Licensing Authority Requirements. Follow all requirements imposed by the applicable licensing authority if the Line Extension is located in a public way, or if the interconnection point is located in a public way or affects activities of the licensing authority in the public way, and pay for any repairs, maintenance or moving of facilities performed by the utility under the circumstances described in subsection (c)(2) below.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



(6) Standard Form Contract

For the contracts required by Section (4) above, the Utility shall use a standard form contract filed by the Utility and approved by the Commission or the General Counsel of the Commission. If the Utility enters into a contract that differs from an approved standard form contract approved by the Commission, it shall obtain approval of the contract from the Commission pursuant to 35-A M.R.S. § 703(3-A).

(7) Connection Obligations for Privately-Owned Line Extensions; Easements
The Utility may connect an additional Customer to a privately-owned line extension, subject to the ownership transfer requirements of section 6.6©, provided that the additional Customer obtains any necessary easements. The additional Customer shall grant all necessary easements to the Utility.

(c) Required Maintenance or Disconnection of Privately-Owned Facilities by the Utility

(1) Public Way

When, as permitted under the provisions of subsection (b) above, a person who owns a Line Extension in a public way and the Utility determines that the privately-owned line extension jeopardizes the safety of the public or Utility employees or presents a risk to the reliability of the Utility system, the Utility shall maintain or repair the Line Extension and shall charge the owner its cost of carrying out the maintenance or repair.

(2) Private Property

When, as permitted under the provisions of subsection (b) above, a person who owns a Line Extension on private property and the Utility notices that the privately-owned Line Extension jeopardizes the safety of the public or

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



General Manager

Utility employees or presents a risk to the reliability of the Utility system, the Utility may disconnect the line. If the Utility disconnects a line pursuant to this paragraph, it shall notify the Customer of the disconnection and the reasons for the disconnection as soon as possible.

(3) Interconnection Point

When, as permitted under the provisions of subsection (b) above, a person who owns a pole or other structure containing an interconnection point in a public way or on private property and the Utility determines that the pole or other structure jeopardizes the safety of the public or any employees of the Utility or presents a risk to the reliability of the Utility's system, the Utility shall maintain or repair the facility and shall charge the owner its cost of carrying out the maintenance or repair.

(4) Licensing Authority Requirements

When, as permitted under the provisions of subsection (b), a person who owns a line extension in a public way, or a pole or other structure that contains an interconnection point, whether within or outside the public way, and the licensing authority having authority over the public way determines that the line extension or interconnection point facility must be moved or repaired to carry out a highway or other activity of the authorizing licensing authority, the Utility shall move or repair the Line Extension and shall charge the owner the Utility's cost of carrying out the move or repair.

(5) Temporary Disconnection

The Utility may disconnect a Customer temporarily while it performs the procedures necessary to comply with this subsection.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



10.06 Transfer of Ownership

(a) Line Extensions in Developments

The ownership all Line Extensions in Developments (as defined in Section 1.02) shall be transferred to the Utility prior to energization of the line.

(b) Optional Transfer of Ownership

A person who owns a privately-owned Line Extension may request the Utility to assume ownership of the Line Extension. The Utility shall take ownership if the Line Extension meets the standards required by section 10.02, and the owner has made all the payments required by subsection (e) below. If the line extension does not meet the standards required by section 10.02, the owner of the line shall upgrade the Line Extension to those standards or request the Utility to upgrade the line, subject to the payment requirements of subsection (e)(3) below. If the Line Extension was energized prior to the date of transfer, and the standards required by section 10.02 have changed since the line was energized, the Line Extension must be brought into compliance only with those changed standards that affect the reliability or safety of the line.

(c) Additional Customers

If an additional person will be served by a Line Extension that is owned by a private person as permitted by the provisions of sections 10.05(b)(1) and (2), the ownership of all portions of the existing Line Extension and of any new Line Extension, extending from the existing Line Extension, that will serve more than a single Customer must be transferred to the Utility prior to energization of the new Line Extension. If the existing Line Extension does not meet the standards required by section 10.02, the new Customer or Customers shall cause the Line Extension to be upgraded to current standards that affect the reliability or safety of the Line Extension or request the Utility to upgrade the Line Extension to those standards, subject to the payment requirements of subsection (f)(2)(ii) below.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



General Manager

(d) Compensation to Customers for Transfers of Ownership of Line Extensions

A person ordering or building a Line Extension shall be responsible to pay for all costs of the Line Extension, whether built by the Utility or by a private contractor. The Utility shall not compensate an owner of a Line Extension that transfers ownership of a Line Extension pursuant to subsections (a), (b), or (c) of this section.

(e) Cost Obligation of Owner Transferring Line Extension Pursuant to Subsections 10.06(a) and 10.06(b)

When an owner of a privately-owned Line Extension transfers ownership to the Utility pursuant to the provisions of subsections (a) or (b) above, the transferring owner shall pay the Utility an amount that includes:

(1) Interconnection Costs

Costs incurred by the Utility for labor and materials required to carry out the physical interconnection of the Line Extension to the Utility’s system;

(2) Compliance Costs

Any costs incurred by the Utility to bring the Line Extension into compliance with the standards required by section 10.02, subject to the qualification contained in subsection (b) above;

(3) Costs to Upgrade the Existing Distribution System

Costs incurred by the Utility for upgrades to the existing distribution system because of increased demand from a new Customer that will be served by the Line Extension, if the Utility has an approved Term and Condition requiring such payment;

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019

General Manager

(4) Easement and Permit Costs

Costs incurred by the Utility to obtain or maintain easements or necessary permits, including but not limited to permits required by environmental agencies and authorized licensing authorities; and

(f) Cost Obligation of Owner Transferring Line Extension Pursuant to Section 10.06(c)

When an owner of a privately-owned Line Extension transfers ownership to the Utility pursuant to the provisions of subsection (c) above, so that Line Extension may serve another person, the following payments shall be made:

(1) Other Costs

Prior to the energization of any facilities, including a service drop, that will serve an additional Customer or Customers who will be served by the existing Line Extension, either directly or through a new Line Extension connected to the original Line Extension, the additional Customer or Customers shall pay the Utility:

i. Interconnection Costs.

The Utility's costs to connect those Customers directly to the original Line Extension or to connect any new Line Extension serving those Customers to the original Line Extension;

ii. Compliance Costs.

Costs incurred by the Utility to bring the existing Line Extension into compliance with any subsequent changes to the standards required by section 10.02 that affect reliability or safety;

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



General Manager

iii. Costs to Upgrade the Distribution System.

Costs incurred by the Utility for upgrades to the existing distribution system due to increased demand from the new Customers, if the Utility has an approved Term and Condition requiring such payment;

iv. Easement and Permit Costs.

Costs incurred by the Utility to obtain or maintain easements or necessary permits, including but not limited to permits required by environmental agencies and authorized licensing authorities;

v. Reallocation Payments.

All amounts required by section 10.08(c)(2); and,

10.07 Energizing an Electric Line Extension

(a) Certification

The Utility shall not energize a privately-constructed Line Extension until after the determination required by section 10.03 has been provided. Notwithstanding the determination required by section 10.03, the Utility shall inspect the Line Extension. If the Utility determines that energization of the Line Extension would jeopardize the safety of any person or would jeopardize the reliability of the Utility’s distribution system, it shall not energize the Line Extension. If the Utility determines that the Line Extension does not comply with the standards required by this section or Chapter 395 of the Commission’s Rules or may not provide reliable service to the Customers who will be served by the Line Extension, it may refuse to energize the Line Extension. If the private Line Extension contractor or the Owner disagrees with the Utility’s decision and refuses to make any of the modifications requested by the Utility, the Utility shall initiate a dispute resolution process pursuant to section 10.04. When a determination has been made that all the

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



General Manager

requirements for energization contained in section 10.03 and this section have been satisfied, the Utility shall energize the privately-constructed Line Extension within 14 business days of that determination or on a later date established by mutual agreement of the parties. In a period of widespread power outages caused by weather or other emergency conditions, the Utility may extend by a reasonable number of days the 14-day period required by this subsection.

(b) Pending Dispute Resolution.

Pending the resolution of a dispute resolution process initiated under subsection 1, the Utility shall not energize the Line Extension unless ordered to do so by the Commission.

(c) Privately-Owned Line Extensions When Ownership is Transferred

Before energizing a new privately-constructed Line Extension that must be transferred to the Utility as required by section 10.06(a), or an unenergized Line Extension that may be transferred as permitted by section 10.06(b), the Utility shall determine that all the ownership transfer and payment requirements of sections 10.06(a), 10.06(b), and 10.06(e) are satisfied.

(d) Before energizing a new privately-constructed Line Extension that will serve a single Customer, as permitted by section 10.05(b), the Utility shall obtain the written contract required by section 10.05(b)(5) from the owner of the Line Extension and shall obtain any payments described in sections 10.06(e)(2), (3), (4), (5), and (6).

(e) When the owner of a Line Extension on private property that serves only one Customer is required by section 10.06(c) to transfer ownership of all portions of the Line Extension that will serve more than one Customer, the Utility shall not energize any new facilities, including service drops, that will provide service to the new Customers who will receive service from the transferred Line Extension, either directly or through a new Line Extension connected to the original Line Extension, until it has obtained ownership of the required portions of the Line Extension, and

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



the new Customer(s) have made all payments required by section 10.06(f) and section 10.08.

10.08 Allocation of Line Extension Costs Among Customers

(a) Applicability

This section shall apply to all single phase and polyphase Line Extensions, except for Line Extensions located in a Development.

(b) Initial Allocation Required for Two or More Customers

If a Line Extension will serve two or more Customers at the time it is energized, each Customer shall pay the Customer responsibility amount for that Customer as determined pursuant to the allocation method of subsection (d) below.

(c) Additional Customer

- (1) Reallocation. When an additional Customer connects to a Line Extension within 20 years after the extension first provided service to a Customer, the costs of the Line Extension shall be reallocated among all Customers pursuant to the method described in subsection (d) below.
- (2) Payment by New Customer. The additional Customer shall pay the Customer responsibility amount for that Customer determined pursuant to the allocation method in subsection (d) below.
- (3) Distribution to Old Customers of Payment by New Customer.

The Utility shall distribute the amount paid by the new Customer to the

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



previous Customers who have attached to the Line Extension. The amount paid to each previous Customer shall equal the amount of that Customer's responsibility under the prior allocation minus the amount of that Customer's responsibility under the new allocation.

- (4) Substitution of Customer. If a Customer who previously attached to the Line Extension is no longer a Customer at the same location on the Line Extension, the Utility shall make the payment required by this subsection to the Customer currently receiving service at that location.
- (5) Loss of Customer Location. If a Customer service location previously connected to the line extension during the 20-year allocation period no longer receives electric service, and new Customers connect to the line, all future reallocations shall be modified as follows:
 - i. Customer Share. The "Customer Share" calculation in subsection (d)(1) below shall exclude the former Customer location; and
 - ii. Cost; Customer Responsibility. The "Current Total Cost of the Line Extension" amount, determined pursuant to subsection (d)(1)(ii) below, shall exclude the Customer responsibility amount of the last Customer served at that location, as determined in the most recent reallocation of the line (pursuant to subsection (d)(1) below) that occurred while the Customer location was still connected to the Line Extension.

(d) Allocation of Line Extension Costs

(1) Allocation Method

Each Customer's responsibility for Line Extension costs will be determined by multiplying the following two factors:

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



- i. Customer Share. The Customer's share of the length of the Line Extension, which shall be equal to the length of the Line Extension that serves that Customer exclusively plus, for each segment of the Line Extension that serves two or more Customers, the length of that segment divided by the number of Customers served by the segment, all divided by the total length of the Line Extension; and
- ii. Cost. The current total cost of the Line Extension, which shall be equal to:
 - 1. The cost of the original construction, as calculated pursuant to paragraph (2) below.

(2) Determination of Construction Cost

- i. General Rule. Construction costs shall equal the amount paid to the Utility by Customers for portions of the Line Extension constructed by the Utility, plus payments made to private contractors for each portion of the Line Extension that was privately-constructed. If those amounts cannot be reasonably established, the Utility shall use its own average per-foot construction costs for the year in which the Line Extension was built, multiplied by the number of feet for the Line Extension.
- ii. Single-Phase Customer Served from Polyphase Line. Where a single-phase Customer connects to a polyphase line, the construction costs for that Customer shall be the costs of construction of a single-phase Line Extension. If the line was built originally as a single-phase line and later rebuilt as a polyphase line, the construction costs applicable to the single-phase Customer shall be the costs for the original single-phase line. If the line was built originally as a polyphase line, the

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



construction costs applicable to the single-phase line shall be the costs of constructing, on a stand-alone basis, a single-phase line in the same location.

(e) Additional Line Extensions Added to Earlier Line Extensions

If a new Line Extension is built from the end of, or from any point along, an earlier Line Extension that first provided service to a Customer within the past 20 years, new Customers served by the newer Line Extension will be required to make a payment to the Utility pursuant to subsection (c) above that the Utility will then pay to existing Customers served by the earlier Line Extension. A Customer served by the newer Line Extension shall be considered as being located at the point at which the newer Line Extension connects to the earlier Line Extension, and the Customer's share of the costs of the earlier Line Extension shall be calculated pursuant to subsection (d) above. The payment required by this subsection (e) is in addition to the payment that the Customer must make for the costs of the newer Line Extension. The requirements of this subsection (e) shall terminate after 20 years following the provision of first service to a Customer from the earlier Line Extension.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



Section 11 -- Low Income Assistance Program ("LIAP")

(a) General Description of LIAP

- (1) The Utility offers a Low Income Assistance Program (LIAP) that establishes a bill payment assistance program for low-income Customers. The purpose of this program is to provide financial assistance to low income, residential Customers in paying their electric bill. The amount that Utility is required to contribute towards the LIAP, as well as the amount of benefits that must be provided through Utility's LIAP, is set annually by Maine Public Utilities Commission pursuant to Chapter 314 of the Commission's rules. The Utility will use the Lump Sum Benefit Allocation Model established annually by the Commission pursuant to Chapter 314 to establish annual benefit amounts. offers a LIAP that establishes a bill payment assistance program for eligible, low-income Customers.
- (2) Maine State Housing Authority ("MSHA") shall administer the LIAP through a negotiated agreement with the local Community Action Agencies ("CAA"). MSHA shall determine Customer eligibility to participate in the LIAP and inform the Utility which will enroll the low-income Customer.

(b) Participation Requirements of LIAP

- (1) Customer must be taking service under Utility's General Residential Service Rate Schedule.
- (2) The Customer must be certified eligible for LIHEAP by MSHA.
- (3) The Customer must not be receiving subsidized housing that limits the household's total housing cost, including utilities, to a fixed percentage of household income, with the exception of Customer who qualify for

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



participation in the oxygen pump or ventilator program referenced in Section 10 of these terms and conditions. These Customers are eligible to participate in both the LIAP, as well as the oxygen pump and ventilator program.

- (4) The Customer must identify a household member in whose name electricity is provided.

(c) LIAP Benefits

- (1) The First Lump Sum Benefit required by the Commission's model will be applied annually as a credit on the Customer's January bill. The Second Lump Sum Benefit required by the Commission's model will be applied annually as a credit on the Customer's August bill.
- (2) BENEFIT LEVELS - The benefit amount will be based upon the Customer's percent of income compared to the Federal Poverty Guidelines as contained in the Commission's model.

(d) LIAP Administration

- (1) Once receiving the proper information from MSHA, the Utility will enroll the Customer in the LIAP.
- (2) The Utility will notify its Customers of the LIAP through a notice of rights bill stuffer.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019

Docket No. 2019-00109



General Manager

Section 12 – Oxygen Pump & Ventilator Program

(a) General Description of Oxygen Pump & Ventilator Program

The Utility offers an Oxygen Pump and Ventilator Program to its Customers that provides financial assistance to low-income Customers who, for health-related reasons, must use an oxygen pump or ventilator at least 8 hours each day. The benefit provided is intended to cover the full cost of operating an oxygen pump or ventilator and will not reduce benefits provided under existing LIAPs.

(b) Certification of Need

1. The Utility will provide Customers who use an oxygen pump or ventilator with a form approved by the Commission that documents the information listed below. The completed form must be signed and dated by the Customer’s physician (or the patient’s physician, if the patient is not the Customer), or the physician’s agent or designee. The form will include the following information:
 - a. The name of the patient using an oxygen pump or ventilator;
 - b. The number of hours each day the patient must use an oxygen pump or ventilator;
 - c. The period of time in days or months that it is anticipated the patient will need an oxygen pump or ventilator;
 - d. The physical address (service location) at which the patient using an oxygen pump or ventilator resides;
 - e. Whether the Customer is receiving a housing subsidy that limits the household’s total housing costs, including utilities, to a fixed percentage of the household’s income; and,

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



- f. The name and utility account number of the eligible Customer.

(c) Eligibility

The Utility will provide a credit to each participant who annually submits certification as specified in Section 10.2 that a member of the household must use an oxygen pump or ventilator at least 8 hours each day

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019

Docket No. 2019-00109



General Manager

Section 13 – Survivability, Severability, and Interpretation

(a) Survivability

All references in these Terms & Conditions to any State or Federal statutes, or agency rule provisions shall refer to the rules or statutes in effect at the time that these Terms & Conditions are approved as well as any successor statutes or rules and shall be given effect of a continuing nature.

(b) Severability

Terms and provisions set forth in these Terms & Conditions are independent from one another. Any determination that a term or provision is declared to be unlawful, void, or unenforceable, the remainder of the Terms & Conditions will remain in full force and effect.

(c) Utility’s Right to Interpret Tariff

The Utility shall have the authority, subject to MPUC Rules and Regulations, to interpret and define all issues relating to these Terms & Conditions and the Utility’s Rate Schedules. Through submitting an application for service, the Customer accepts the Utility’s Terms & Conditions and Rate Schedules to be the authority on any matters related to any topic contained herein.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



Section 14 – [RESERVED]

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019

Docket No. 2019-00109



General Manager

Section 15 – [RESERVED]

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019

Docket No. 2019-00109



General Manager

Section 16 – Standard Offer Service and Competitive Energy Providers

16.01 Selection of Standard Offer Provider

- (a) The Utility will, from time to time, select one or more providers of Standard Offer service in accordance with the Commission Rules.
- (b) The Utility will notify its Customers at least 90 days but no greater than 120 days before the initiation of service. The notification shall be in writing and contain the following information.
 - (1) the cost of energy to be charged to the Customer as determined in Section 16.02;
 - (2) a description of the terms and conditions of the standard offer load aggregation including the initiation and termination dates, load aggregation prices are not required to be included in the notification;
 - (3) a prominent statement that Customers that do not opt-out of the load aggregation will be required to continue to take service from the load aggregation throughout the term;
 - (4) the procedures for Customers to opt-out of the load aggregation; and
 - (5) the existence of alternative pricing for Customers that opt-out pursuant to section 16.03 and subsequently default to standard offer service, Customers with pre-existing contracts that do not provide notice of the expiration of the contract pursuant to section 16.04, and new Customers and load expansions pursuant to section 16.05.

16.02 Pricing to Customers

The Utility will set the final price of energy that it will charge for the Standard Offer service pursuant to Section 9 of these Terms and Conditions.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



16.03 Customer Opt-Out

- (a) All Customers shall have the opportunity to opt-out of the Standard Offer service and take service from a Competitive Electricity Provider by providing notice to the Utility at least 30 days prior to the initiation of the Standard Offer service. The Standard Offer service must provide for service to Customers that have chosen to opt-out of the load aggregation and have subsequently defaulted to Standard Offer service.

- (b) The Utility reserves the right to require Customers who do not opt-out of the Standard Offer service pursuant to (a) above to take Standard Offer Service for a pre-specified term.

16.04 Pre-Existing Contracts

Customers taking service from a Competitive Electricity Provider under a pre-existing contract that terminates after the initiation of the Standard Offer service and do not opt-out by providing notice pursuant to subsection 16.03 will become part of the Standard Offer service when the contract expires. The Utility reserves the right to charge alternative pricing for Standard Offer service to Customers who do not provide notice of the expiration of the pre-existing contract pursuant to this subsection. The alternative pricing may be based on current electricity market prices at the time the Customer takes Standard Offer service.

16.05 New Customers and Load Expansions

New Customers in the Utility’s service territory will become part of the Standard Offer service unless the Customer receives service from a Competitive Electricity Provider. The Standard Offer service shall provide new Residential and small non-Residential Customers service at the predetermined Standard Offer price. For new loads of medium and large non-Residential Customers and for load expansions of existing Customer above an amount set by the Utility, the Standard Offer price may be based on alternative pricing which may include provisions for current electricity market prices at the time the Customer takes Standard Offer service.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



SCHEDULE A – NON-RECURRING CHARGES

Description

Charge

Rule(s)

Voluntary Disconnection: \$20.00 (Section 6.01)

Service Charge for Collection of Unpaid Account Balance from Landlord: \$50.00 (Section 6.03(c))

Service Charge for Accepting Payment in Lieu of Involuntary Disconnection: \$50.00 (Section 6.05 (d))

Reconnection Fee: \$50.00 (during business hours); \$100 (non-business hours, weekends, and holidays) (Section 6.08(d))

Meter Testing charge: (Section 8.01(d)) – For Customers who request a meter test within 12 months after the date of installation or of the last previous test of the meter, the Customer must pay a deposit of \$50.00 to cover the cost of such test. If the meter does not meet the performance and accuracy standards as required by Commission rule, the Utility will return the deposit, pay for the testing and will adjust the Customer's billing in accordance with Chapter 815 of the Commission’s Rules and Regulations.

Flat Charge for Temporary Service: (Section 3.01(b)): \$500.00.

Late Payment Charge: A late payment charge will be assessed upon Customers based on the Indexed Late Payment Interest Rate permitted under Chapter 870, § 1(A) of the Commission’s Rules (or any successor provision) and established by the Commission annually. This rate, which is to be provided by the Administrative Director no later than November 15 of each year, shall take effect on January 1st of the following year, and will apply to all customers except for the following:

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



a) Budget payment plan

b) Levelized payments under a special payment arrangement developed according to the Winter Disconnect Rule (Chapter 815) of the Commission's rules.

Charge for Returned Checks or electronic payment: Greater of \$5.00 or the actual amount assessed by the bank, not to exceed \$15.00 (Section 5.04)

Charges for Furnishing Billing, Payment, and Usage Records (Section 5.10):

- The charge for providing this information to other third parties, including Competitive Electricity Providers ("CEP") shall be set forth in Schedule A., will be \$0.60 per account.
- The charge for providing Interval data for the previous twelve (12) months to third parties, including CEPs, will be \$13.50 per account.
- The charge for providing Interval data for periods more than 12 months before the date of the request will be \$27.00 for 12 each twelve-month period or \$7.00 for each individual month period.
- The charge for providing aggregated information for groups of customers, for providing information in a nonstandard format specified by the requester, or for providing data not listed in Section B above will be \$27.00 per hour, based on the amount of time necessary to fulfill the request.

For all of the above charges relating to furnishing billing, payment, and usage records, Utility may, at its sole discretion, require advance payment prior to furnishing information.

Charges Relating to CEPs and Standard Offer Providers (Section 5.13):

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019



- The charge for providing consolidated utility billing services will be \$0.35 per bill. Consolidated utility billing services will include bill calculation, printing, mailing, collection, remittance processing and funds transfers in accordance the MPUC's rules.
- The charge for terminating electricity supply to a customer on a date other than the regular meter reading date will be \$ 5.00 if usage is prorated between the terminating provider and the new provider.
- In cases in which a meter reading is required by the provider terminating service, the charge will be \$15.00.

For all of the above charges relating to CEPs and standard offer providers, Utility may, at its sole discretion, require advance payment prior to furnishing information.

NOTE: While some specific nonrecurring charges are shown on this sheet, certain Terms & Conditions and Rate Schedules call for customers to pay the actual costs incurred for the services they request.

Effective Date: _____

Docket No. 2019-00109
Effective Date: October 7, 2019

Docket No. 2019-00109



General Manager