

**RETAIL SERVICE RULES AND REGULATIONS
(General Terms and Conditions)**

TABLE OF CONTENTS

	PAGE NO.
1. DEFINITIONS	2
2. REQUESTS FOR SERVICE.....	4
3. RATE SCHEDULES	9
4. ELECTRICAL INSTALLATION AND SERVICE	10
5. CUSTOMER'S FACILITY REQUIREMENTS	12
6. CUSTOMER ELECTRIC OPERATIONS RESPONSIBILITIES.....	14
7. DISTRICT'S RIGHTS REGARDING CUSTOMER'S ELECTRIC FACILITIES	16
8. INTERRUPTIONS OF SERVICE AND LIABILITY	17
9. MEASUREMENT OF ELECTRICITY USAGE	18
10. BILLING AND METER READING	20
11. PAYMENTS	23
12. DISCONNECTION AND RECONNECTION OF SERVICE	23
13. REDISTRIBUTION OR RE-SALE OF SERVICE.....	25
14. TRANSMISSION OF DATA ON DISTRIBUTION SYSTEM.....	25
15. SALE OR LEASE OF FACILITIES BY THE DISTRICT	25
16. AGENTS CANNOT MODIFY RETAIL SERVICE RULES AND REGULATIONS ..	25
17. POLITICAL SUBDIVISION TORT CLAIMS ACT DISCLAIMER.....	25
18. SERVICE RULES REVISIONS, CONFLICTS, ASSIGNMENT	25

Effective: January 1, 2024

Superseded Rev.: February 1, 2020

Approved: 12/14/2023 Resolution No.: 23-79

Issued by: *Patricia Hunter*

Effective: January 1, 2024

Superseded Rev.: February 1, 2020

Approved: 12/14/2023

Resolution No.: 23-79

Issued by: *Barbara Humber*

RETAIL SERVICE RULES AND REGULATIONS
(General Terms and Conditions)

Retail electric service supplied by the District under its retail Rate Schedules is subject to, and conditioned upon, the Customer's compliance with the following Retail Service Rules and Regulations (General Terms and Conditions) and to such amendments or additions hereto as may be made by the District's Board of Directors from time to time in its sole discretion. These Retail Service Rules and Regulations are promulgated pursuant to authority granted to the Board of Directors under the provisions of *Neb. Rev. Stat.* §§ 70-621 and 70-655. All references to "Retail General Terms and Conditions" in the District's Rate Schedules and policy and procedural documents related to retail service shall be interpreted to be references to these "Retail Service Rules and Regulations." It is intended that these "Retail Service Rules and Regulations" shall supersede and replace the Retail General Terms and Conditions in existence prior to their adoption. All District retail Rate Schedules and these Retail Service Rules and Regulations are established by resolution of the District's Board of Directors and are on file in the offices of the District.

1. DEFINITIONS

- A. "Billing Demand"** - The kW demand upon which billing to a Customer is based, as specified in a Rate Schedule or contract.
- B. "Contribution in Aid of Construction"** - A contribution amount required from the Customer to pay for costs of Enhanced Service or for an extension or addition as determined in accordance with the Extension Policy.
- C. "CS Rate Schedule"** - The current General Customer Service Charges (CS) Rate Schedule as periodically revised and approved by the Board of Directors.
- D. "Customer"** - Any person, firm, partnership, association, or corporation (public or private), limited liability company, trust, estate, government or governmental agency requesting and/or taking retail electric service from the District at a specific location.
- E. "Customer's Premises"** - The physical or geographical location where services are delivered and includes the entire contiguous property of the Customer.
- F. "District"** - Nebraska Public Power District acting through elected board members, agents, representatives, and employees within the scope of their duties and responsibilities.

Effective: January 1, 2024

Superseded Rev.: February 1, 2020

Approved: 12/14/2023

Resolution No.: 23-79

Issued by: Bertie Hamden

- G. “District’s Electric Service Requirements”** - The District’s manual specifying facility, equipment, and installation requirements and other information that property owners, electrical contractors, and Customers of the District must follow before service will be provided to the Customer at the Customer’s Premises.
- H. “District Property”** - Any property, including distribution and subtransmission lines, transformers, metering equipment, services, and all other electric facilities used by the District in providing electric service to its Customers, whether owned or leased by the District. All similar references indicating “possession” by the District of any property, facilities, lines, metering, or other similar terms for electric facilities indicate it is either directly owned or leased by the District as is applicable in each specific situation.
- I. “Extension Policy”** - The District’s General Extension Policy for Retail Electric Services and Facilities that specifies the terms and conditions under which the District will make extensions or additions to electric facilities and determine the Customer’s Contribution in Aid of Construction.
- J. “Loss-of-Phase”** - The condition where three-phase equipment operates on only one or two phases due to the loss of voltage on one or two phases, also sometimes referred to as single phasing.
- K. “Point of Delivery”** - The point designated by the District where the District’s lines connect with the Customer’s lines (also sometimes referred to herein as the “Point of Attachment”), without regard, necessarily, to the District’s meter, transformer, or other apparatus. All wiring and equipment, exclusive of the District’s metering equipment beyond this point, shall be furnished, installed and maintained by the Customer at the Customer’s expense.
- L. “Power Factor”** - The percentage obtained by dividing the Customer’s maximum kilowatt (kW) Billing Demand by the Customer’s corresponding kilovolt-ampere (kVA) demand.
- M. “Production Cost Adjustment”** - Adjustment applied to energy sales for the variation between actual energy costs and the base energy costs included in the retail service Rate Schedules or an adjustment applied to refund Retail rate stabilization funds.
- N. “Rate Schedule”** - Document(s) established by the District’s Board of Directors under *Neb. Rev. Stat. § 70-655*, that specify eligibility requirements, terms and conditions of service, and the rates and charges for electrical energy available to Customers in the District’s service area.

Effective: January 1, 2024Superseded Rev.: February 1, 2020Approved: 12/14/2023Resolution No.: 23-79Issued by: Bertie Hansen

- O. **“Good Utility Practice”** - Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather includes application of practices, methods, or acts generally accepted in the region.

2. **REQUESTS FOR SERVICE**

- A. **Customer Requests for Service** - Requests for electric service shall be made by the Customer. The District requires each connected electrical service to be in the name of the Customer who is responsible for the charges relating to the rendering of electrical service to a point of delivery. In certain instances a written service contract or agreement may be required. Requests for service must be made in advance to allow the District reasonable time to schedule resources and order materials required to provide the requested electric service. The District may advise the Customer of the available phase and voltage for that service location.

B. **Charges Associated with Requests for Service**

- (1) **Connect Charges** - Upon request for service, the Customer will be billed a nonrefundable connect charge in accordance with the District’s CS Rate Schedule. In certain instances, a Customer Contribution in Aid of Construction as set forth in these Service Rules and Regulations and the District’s Extension Policy may be required before service is made available to the Customer.
- (2) **Customer Deposits** - Deposits, letters of credit, credit references, or other assurances of security for the payment of bills, will be required to be provided to the District by Customers in accordance with established District policies. The District also reserves the right, at any time, to require deposits or additional deposits, letters of credit, credit references, or other assurances of security for the payment of bills, from any new or existing Customer based on the District’s established policies for determining, in the opinion of the District, the creditworthiness of a Customer and/or a change in the actual or estimated monthly billing.

Residential Deposits: Applicable to new residential Customers who are tenants.

Effective: January 1, 2024

Superseded Rev.: February 1, 2020

Approved: 12/14/2023

Resolution No.: 23-79

Issued by: Bertie Hammon

Option 1 = \$225 or a favorable current credit reference from any U.S. utility. Deposit will be due at the time service is requested and payable upon request due no later than with the first bill.

Option 2 = \$125 if a Customer elects to enroll in and pay electronically via Automated Clearing House (ACH) for a period of 12 consecutive months. Deposit will be due at time service is requested. If an insufficient funds check fee is imposed on the District during the 12-month period, an additional \$100 deposit will be required and due immediately.

Residential Deposits for Customers with poor credit history: Applicable to existing residential Customers with a poor credit history (that is, non-sufficient fund check, disconnection of service for non-payment, collection of payment at Customer's premise, bankruptcy, or meter tampering or theft of service). A deposit in the amount of \$225 will be due upon an event resulting a poor credit history determination.

Nonresidential Deposits less than 5MW: Applicable to new nonresidential Customers loads less than 5 MWs.

Option 1 = Two (2) times the highest estimated monthly bill (but not less than \$225). If the deposit amount exceeds \$500, 50% will be due at the time service is requested with the remainder billed to Customer. A deposit is not required if the customer has an existing account with the District which has the same Federal Tax ID as the new account, and the existing account has established an excellent credit history for the past twelve (12) months.

Option 2 = Alternatives to cash deposits for new non-residential Customers listed in Option 1 include surety bonds and irrevocable letters of credit. Dunn & Bradstreet ratings and audited financial statements may also be used in-lieu of a cash deposit if, in the District's sole judgment, such information demonstrates sufficient credit worthiness of the Customer.

Nonresidential Deposits for Customers with poor credit history: Applicable to existing nonresidential Customers with poor credit history (that is, non-sufficient fund check, disconnection of service for non-payment, collection of payment at Customer's premise, bankruptcy, or meter tampering or theft of service), excluding loads 5 MWs and larger. A deposit in the amount of two (2) times the highest actual or estimated monthly bill (but not

Effective: January 1, 2024

Superseded Rev.: February 1, 2020

Approved: 12/14/2023

Resolution No.: 23-79

Issued by: Bertie Humber

less than \$225). If the deposit amount exceeds \$500, 50% will be due immediately with the remainder billed to the Customer.

Nonresidential Deposits 5MW and larger: Applicable to any customer with loads greater than or equal to 5 MWs taking service with the District on or after January 1, 2024 (for those prior the Nonresidential terms above apply).

Option 1 = Two (2) times the highest estimated monthly bill.

Option 2 = Alternatives to cash deposits for new non-residential Customers listed in Option 1 include surety bonds and irrevocable letters of credit. Dunn & Bradstreet ratings and audited financial statements may also be used in-lieu of a cash deposit if, in the District's sole judgment, such information demonstrates sufficient credit worthiness of the Customer.

Customers operating under either Option 1 or 2 will agree to the following terms:

- i. Deposits held until Customer no longer takes service from the District.
- ii. Monthly bills are due and payable twice monthly with the following terms:
- iii. Customer will remit monthly invoice pre-payments to NPPD representing 90% of the estimated monthly payment via the outlined payment method by the 5th working day of the month.
- iv. Customer will remit payment for all remaining balance(s) owed for the current month to NPPD within fifteen (15) days of the invoice receipt.
- v. Payments are delinquent, subject to late payment fees, and disconnection of services if not paid within the above outlined due dates.
- vi. Payments for all monthly bills will be rendered to the District via ACH, Wire Transfer, or other District approved method.

Effective: January 1, 2024

Superseded Rev.: February 1, 2020

Approved: 12/14/2023

Resolution No.: 23-79

Issued by: Bertie Humber

If payment is not received within the period of time specified a notice of disconnection of service within seven (7) days will be given. Nonresidential Deposits 5MW and larger for Customers with poor credit history: Applicable to existing nonresidential customers with 5 MW loads and larger with poor credit history (that is, non-sufficient fund check, disconnection of service for non-payment, collection of payment at Customer's premise, bankruptcy, or meter tampering or theft of service) taking service with the District on or after January 1, 2024

Option 1 = A deposit in the amount of two (2) times the highest actual or estimated monthly bill).

Customers will agree to the following terms:

- vii. Deposits held until Customer no longer takes service from the District.
- viii. Monthly bills are due and payable twice monthly with the following terms:
- ix. Customer will remit monthly invoice pre-payments to NPPD representing 90% of the estimated monthly payment via the outlined payment method by the 5th working day of the month.
- x. Customer will remit payment for all remaining balance(s) owed for the current month to NPPD within fifteen (15) days of the invoice receipt.
- xi. Payments are delinquent, subject to late payment fees, and disconnection of services if not paid within the above outlined due dates.
- xii. Payments for all monthly bills will be rendered to the District via ACH, Wire Transfer, or other District approved method.
- xiii. If payment is not received within the period of time specified a notice of disconnection of service within seven (7) days will be given.

Interest will be paid on all Customer deposits in accordance with the District's established policies and applied as a credit to Customer account balances.

Effective: January 1, 2024

Superseded Rev.: February 1, 2020

Approved: 12/14/2023

Resolution No.: 23-79

Issued by: Bertie Hansen

1. Residential Customer deposits will be held for a period of one (1) year, based on the District's established policies for determining, in the opinion of the District, the creditworthiness of a Customer, and earn interest at a rate equal to the One-Year U.S. Treasury Bill effective on the first working day of the year, less one (1%) percent, but not less than zero (0%) percent.
2. Nonresidential Customer deposits less than 5MW will be held for a minimum period of four (4) years, based on the District's established policies for determining, in the opinion of the District, the creditworthiness of a Customer, and shall earn interest at a rate equal to the One-Year U.S. Treasury Bill effective on the first working day of the year, less one (1%) percent, but not less than zero (0%) percent.
3. Nonresidential Customer deposits 5MW and larger will be held until the Customer no longer takes service from the District, as indicated above, shall earn interest at a rate equal to the District's government money market account.

Residential and Nonresidential Customers less than 5 MWs who have had deposits held by the District for the period indicated above and who have established an excellent credit history for the past twelve (12) months will have their deposit, including interest, applied to their account, unless otherwise outlined above. Nonresidential Customer deposits 5MW and larger will have their applicable interest applied to their account on the first business day of the succeeding year. All Customers who no longer take service from the District shall have their deposit and any interest earned, less any outstanding balance on any of their accounts, returned to them.

C. Connection Requires Compliance - Service will not be provided by the District unless the Customer complies with all of the conditions and provisions of these Retail Service Rules and Regulations, and the applicable Rate Schedules and District policies.

D. Tenant/Property Owner Provisions – Upon termination of electrical service to a tenant, the District will place the electric service in the name of the property owner if the property owner has previously requested, in writing via a Landlord Agreement or other Service Request, the electric service to be placed into his/her name. If no such request has been provided, this electric service will be disconnected until such time that the property owner or new tenant has made an application for electric service. The property owner will not be responsible for any

Effective: January 1, 2024

Superseded Rev.: February 1, 2020

Approved: 12/14/2023

Resolution No.: 23-79

Issued by: Bertie Hunter

amount owed to the District for electrical service furnished to the tenant during the tenant's occupancy.

3. **RATE SCHEDULES**

- A. Rate Schedule Availability** - The District's Rate Schedules for all classes of retail service are available upon request.
- B. Selection of Rate Schedules** - When a Customer qualifies to receive electric service under more than one Rate Schedule, upon Customer request, the District shall assist and advise new or existing Customers as to which Rate Schedule may be most beneficial to the Customer. However, it is the Customer's responsibility to make the final selection of a Rate Schedule. New Customers shall be given a reasonable amount of time, as determined by the District, to determine their service requirements and load conditions before finally selecting a Rate Schedule. Billing adjustments for the period prior to the Customer's final selection will not be allowed if the Customer determines another Rate Schedule would have been more beneficial to them. Once a Customer has selected a final Rate Schedule, the Customer may not switch to another applicable Rate Schedule during the next twelve (12) consecutive months unless, in the District's opinion, there is a substantial and permanent change in the Customer's equipment or load conditions. The only exception is that irrigation Customers may change rate schedules as provided in the irrigation Rate Schedules.
- C. Applicable Rates During Construction** - All service provided for the purpose of construction until permanent service has been installed shall be served under the General Service Rate Schedule or the General Service Demand Rate Schedule as is appropriate for the required load levels.
- D. Residential and Nonresidential Rate Schedule Qualifications**
- (1) **Residential Service** - The appropriate residential service rate is applicable to each single-family residence or individually metered apartment used for domestic purposes. The residential service rates are not applicable to places of business, detached garages or other structures that are individually metered.
- (2) **Boarding Houses** - Whenever a home is converted into a general boarding or lodging house and rent is charged for more than four bedrooms, the home ceases to be a residence and becomes a commercial establishment. The home is then no longer entitled to a residential service rate and shall be billed on the appropriate nonresidential Rate Schedule.

Effective: January 1, 2024

Superseded Rev.: February 1, 2020

Approved: 12/14/2023

Resolution No.: 23-79

Issued by: Bertie Humber

- (3) **Apartments** - Whenever a home is converted into an apartment house, a separate meter for each apartment shall be installed and the appropriate residential service rate shall be applied to each individual apartment, or the entire building will be metered by a single meter and billed on the appropriate nonresidential Rate Schedule.
- (4) **Residence Used for Commercial Purpose** - When more than fifty percent (50%) of the floor area of the home is utilized for conducting commercial business, that portion of the home ceases to be a residence and becomes a commercial establishment and is not entitled to a residential service rate. A separate meter shall be installed and the appropriate nonresidential Rate Schedule shall be applied to that portion of the building used for commercial purposes or the entire residence will be metered by a single meter and billed on the appropriate nonresidential Rate Schedule. If the floor area of the part used for business purposes does not exceed fifty percent (50%) of the combined floor area, the appropriate residential service rate shall be applied.
- (5) **Farmsteads** - A farmstead service for single-family residence shall be served on a Residential Service Rate Schedule. Such farmstead service may also be used to service adjacent farm buildings and equipment provided that capacity or phasing requirements do not exceed 15 kVA single phase. Additional capacity and phasing will be allowed if it is related solely to the residential needs of the single-family residence. If additional capacity or phasing is required to serve both the single-family residence and adjacent farm buildings and equipment, the entire service must be either on the applicable nonresidential Rate Schedule or a separate service must be installed and the adjacent farm buildings and equipment must be placed on the appropriate nonresidential Rate Schedule.

4. **ELECTRICAL INSTALLATION AND SERVICE**

The Customer shall request the District to furnish electric service, and the District will provide the facilities necessary to provide electric service to the Customer within its service area. Such facilities shall be provided in accordance with these Retail Service Rules and Regulations, the District's Electric Service Requirements, and the District's Extension Policy.

A. **Standard Service**

Standard Service is the least costly method (typically overhead) of providing electric service utilizing the District's standard construction materials, practices, design, and standard voltage levels in accordance with the District's Electric

Effective: January 1, 2024

Superseded Rev.: February 1, 2020

Approved: 12/14/2023

Resolution No.: 23-79

Issued by: Bertie Hansen

Service Requirements and the District's Extension Policy as may be modified from time to time. As part of Standard Service, the District shall:

- (1) Furnish, install, and maintain a single set of secondary service conductors from a single location on the District's available electric supply facilities to a single point on, or adjacent to, the Customer's Premises designated by the District as the Point of Delivery. The District will not provide service to the Customer's Premises through more than one set of service conductors except as provided for herein in Section 4.C, One Point of Delivery.
- (2) Furnish, install, maintain, calibrate, read or check-read a single meter as necessary to measure the Customer's use of electric service. Where service is supplied through a master meter, as in the case of an apartment house, the District will not furnish, install, rent, or read any auxiliary or submeters to be used for the Customer's convenience as provided herein in Section 13, Redistribution and Resale of Service. Meter sockets, meter equipment enclosures for instrument rated metering, and combination meter socket/irrigation disconnects shall be furnished and maintained by the District; meter equipment enclosures for other types of meters must be provided by the Customer as provided in Section 5.D., Metering Equipment.

B. Enhanced Service

Service that exceeds the District's Standard Service is available upon the Customer's request at the District's sole discretion. Such Enhanced Service will be provided in accordance with the District's Extension Policy and the District's Electric Service Requirements. In most circumstances, Enhanced Service will require an additional Customer Contribution in Aid of Construction and/or additional on-going charges. Examples of Enhanced Service include, but are not limited to, underground construction, alternate or backup feeds, changing an existing adequate service (as determined by the District in its sole discretion), voltage regulation, power quality enhancements, and providing service at non-standard voltages.

C. One Point of Delivery

The District will provide Standard Service to a Customer's Premises through only one set of service conductors except where a separate service may be required for service (1) to fire pumps, (2) for emergency lighting purposes, or (3) for services requiring different voltages or characteristics than are available under existing service. In these cases, the service measured by the meter at the Point of Delivery of each set of service conductors will be considered a separate service for billing purposes and meter readings will not be combined for billing purposes.

Effective: January 1, 2024

Superseded Rev.: February 1, 2020

Approved: 12/14/2023

Resolution No.: 23-79

Issued by: Bertie Hansen

- D. Customer Contribution in Aid of Construction** - When a Customer requests Standard Service that requires a permanent extension of the District's distribution and/or subtransmission lines and facilities, or requests Enhanced Service, the District reserves the right to collect from the Customer, part or all of the costs of such extension as set forth in the District's Extension Policy or the cost of the Enhanced Service.
- E. Metering Equipment and Location** - Metering equipment, including meter sockets and/or metering equipment enclosures, shall be located at a suitable point designated by the District in accordance with the District's Electric Service Requirements.
- F. District Property** - All equipment and facilities installed on the Customer's Premises furnished by the District shall remain District Property. Whenever service is terminated or disconnected for any reason, the District may remove its property from the Customer's Premises.

5. CUSTOMER'S FACILITY REQUIREMENTS

- A. District Shall Confirm Availability** - The Customer, or the person or entity responsible for installing the Customer's electrical wiring and equipment, shall finalize electrical plans for service connections only after the District has confirmed the availability of the service configuration and equipment, including the phase and voltage, requested by the Customer. The District shall advise the Customer of the available phase and voltage for that service.
- B. Overhead Service**
- (1) Installation of Customer facilities and use of the District's service must be in accordance with the District's Electric Service Requirements. The Customer shall provide and maintain, at the Customer's expense, a safe and substantial support for attachment of the District's overhead service conductors. All wiring and equipment (exclusive of the District's metering equipment) beyond the Point of Delivery shall be furnished, installed, and maintained by the Customer except as provided in Section 5.D., Metering Equipment, herein. The support for attachment of the District's overhead service conductors to the Customer's building or other support shall be made so as to comply with the local, state, and national electrical codes and the District's Electric Service Requirements.
- (2) The District shall not be responsible for any interruption of service or damage to the support to which the District's service conductors attach due to failure of, or a defect in the support, or to any other cause, including, but not limited to weather or storm-related damage.

Effective: January 1, 2024

Superseded Rev.: February 1, 2020

Approved: 12/14/2023

Resolution No.: 23-79

Issued by: Bartie Hunter

- C. Underground Service** - Where underground service (including primary, secondary, and services) is requested, the underground service will be installed in accordance with the District's Electric Service Requirements and the Customer will either install or reimburse the District for trench and conduit in accordance with the District's Extension Policy.
- D. Metering Equipment** - Shall be provided in accordance with the District's Electric Service Requirements.
- (1) **Self-contained Metering** (typical for residential and small commercial Customers) - Equipment enclosures, meter sockets, conduits or raceways, and service entrance conductors included in the necessary service entrance shall be furnished, installed, and maintained by the Customer at the Customer's expense and shall meet all applicable local, state, and national electrical codes and be of a type approved by the District.
- (2) **Instrument Rated Metering** (typical for large commercial and industrial Customers) - Conduits or raceways and service conductors included in the necessary service entrance shall be furnished, installed, and maintained by the Customer at the Customer's expense and shall meet all applicable local, state, and national electrical codes and be of a type approved by the District. Meter sockets and metering equipment enclosures shall be furnished and maintained by the District and when mounted on the Customer's building, poles, or other District approved supports, the installation of this material shall be by the Customer at the Customer's expense.
- (3) **Self-contained Metering/Irrigation Disconnect** (typical for irrigation customers) - Conduits or raceways and service conductors included in the necessary service entrance shall be furnished, installed, and maintained by the Customer at the Customer's expense and shall meet all applicable local, state, and national electrical codes and be of a type approved by the District. Self-contained meter sockets/irrigation disconnects shall be furnished and maintained by the District and when mounted on the Customer pole, or other District approved supports, the installation of this material shall be by the Customer at the Customer's expense.
- E. Customer's Wiring** - All wiring and equipment beyond the Point of Delivery, (exclusive of the District metering equipment) shall be furnished, installed, and maintained by the Customer at the Customer's expense. Before electric service will be supplied by the District, the Customer shall be required to secure all necessary wiring permits or certificates, certifying that all wiring and conduit has been or will be inspected and conforms with applicable local, state, and national

Effective: January 1, 2024Superseded Rev.: February 1, 2020Approved: 12/14/2023Resolution No.: 23-79Issued by: *Bertie Hansen*

electrical codes. Any fees required for such permits or inspections shall be paid by the Customer.

- F. Space for District Equipment** - The Customer shall provide, if requested by the District, suitable land and/or space on the Customer's premises for location of the District's distribution lines, transformers, metering, capacitors, switches, or other equipment that may be associated with the provision of service. Upon request of the District, Customer will execute and convey to the District a formal easement in a form suitable to the District that shall be recorded in the county property records.

6. CUSTOMER ELECTRIC OPERATIONS RESPONSIBILITIES

- A. Voltage Fluctuations, Disturbances, and Distortions** - Where the Customer's use of electric service is intermittent or causes unusual voltage fluctuations, disturbances, or distortions on the District's electric system, including but not limited to harmonics and flicker, or other detrimental effects on the service supplied to other Customers, the District reserves the right in its sole discretion to require the Customer to furnish, install, and maintain, at the Customer's expense, suitable corrective equipment that will limit such fluctuations, disturbances, or distortions. Fluctuations, disturbances, and distortions shall be corrected in accordance with limits stated in the District's Electric Service Requirements. Failure, inability, or refusal to remedy or rectify the District's concerns in order to conform with such limits, may result in disconnection of service.
- B. Customer's Motors** - Customers must comply with the District's Electric Service Requirements concerning motor size and starting limitations and requirements.
- C. Balanced Three-Phase Loads** - The load of any three-phase service shall be reasonably balanced between phases by the Customer. If the District determines the load imbalance to be unacceptable, service may be disconnected until the Customer corrects the load imbalance to the satisfaction of the District.
- D. Customer-Owned Generation** - Parallel operation of the Customer's electric generating equipment or other sources of supply with the District's service shall comply with the District's policies.
- E. Customer's Liability on Use of Service** - The Customer shall assume all liability and risk that may be incidental to the supply of electric service on the Customer's side of the Point of Delivery.
- F. Safeguarding District Property** - The Customer shall be responsible for the care and protection of District Property, machinery, or equipment located on the

Effective: January 1, 2024

Superseded Rev.: February 1, 2020

Approved: 12/14/2023

Resolution No.: 23-79

Issued by: Bertie Hansen

Customer's Premises and used in supplying service. Cost for any loss or damage to such property, exclusive of normal wear and tear, shall be payable by the Customer to the District. The Customer shall maintain clear and safe access for the District to District Property, machinery, or equipment and shall not permit anyone, who is not an agent or employee of the District, access to it. District Property, machinery, or equipment shall not be handled or operated in any manner by the Customer, or the Customer's agents or employees, without expressed authority from the District, and the Customer shall indemnify the District if a violation of these provisions results in injury to persons or damage to property.

- G. Damage to Customer Equipment and Customer Obligation to Install Protective Equipment** - The Customer has the obligation to install necessary and appropriate protective devices on the Customer's equipment. The Customer shall be responsible for protecting the Customer's facilities from fault current damage, the effects of Loss-of-Phase when three-phase service is being supplied, phase reversals, or other similar conditions. The District shall not be liable for damage to the Customer's motors or other electrical equipment, or other direct, indirect, incidental, or consequential damages due to such conditions.

Effective: January 1, 2024

Superseded Rev.: February 1, 2020

Approved: 12/14/2023

Resolution No.: 23-79

Issued by: *Barbara Humber*

H. Notification of Change of Load - The Customer shall provide notice to the District before making operational changes or additions of equipment that may result in a substantial increase in the Customer's load or that may overload the District's facilities beyond the capability of the existing installation. The District will determine whether or not any changes or additions in the service installation are necessary to accommodate such operational changes or additions of Customer equipment. Any necessary changes or additions to the District's facilities shall be provided in accordance with these Retail Service Rules and Regulations, the District's Electric Service Requirements, and the District's Extension Policy. Failure to give notice of such additions or changes in load or equipment and to obtain prior approval from the District for making such changes or additions shall render the Customer liable for any damage that might occur to District Property or to the Customer's property as a result of the overload or other causes.

I. Customer Attachments to District Property – The Customer shall not make any attachments to District Property without prior written approval from the District. Attachments include, but are not limited to, equipment, lights, wires, cables, signs, etc.

7. DISTRICT'S RIGHTS REGARDING CUSTOMER'S ELECTRIC FACILITIES

A. Access to Customer's Premises - The District or its authorized agents shall have the right of unobstructed and safe access to the Customer's Premises, at all times the District determines access is necessary, for the purpose of reading meters, tree trimming, removing or exchanging District Property, and installing, inspecting, testing, or repairing District equipment.

B. Inspection of Customer's Wiring - The District reserves the right, but in no event shall it be bound, to inspect any wiring or equipment on the Customer's Premises that is not District Property, either before service is supplied initially or at a later time. When made by the District, inspections are primarily to cooperate with the Customer, architect, contractor, and other interested persons and to insure compliance with the District's Electric Service Requirements. The District is not responsible for detecting improperly wired customer-owned electrical facilities, nor shall the District be liable for any injury or damage due to any condition of Customer's wiring.

C. District's Right to Refuse Service - The District reserves the right to refuse or discontinue supplying electric service to a Customer when in the District's sole discretion it determines that there is reason to believe that wiring or equipment on the Customer's Premises is unsafe or does not conform with applicable local,

Effective: January 1, 2024

Superseded Rev.: February 1, 2020

Approved: 12/14/2023

Resolution No.: 23-79

Issued by: Bertie Hansen

state, or national electrical codes or the District's Electric Service Requirements. The District shall not assume any obligations or responsibility for any condition on the Customer's Premises or for defects in the Customer's wiring or equipment.

- D. System Corrective Equipment Advice to Customer** - The District, upon request, may advise the Customer with regard to the use of corrective equipment necessary to limit fluctuations, disturbances, distortions on the District's system or to improve the Power Factor of the Customer's load, but the District makes no warranties and shall not be liable for advice given (or not given) nor for installation or maintenance of corrective equipment the Customer installs.
- E. Tree Trimming** - As part of Customer's obligation to maintain clear and safe access to District Property and equipment on the Customer's Premises, the Customer shall permit the District to enter the Customer's Premises to trim trees and/or shrubbery, including the removal of limbs, to the extent that such trimming is reasonably necessary to prevent interference with the District's subtransmission or distribution lines or the obstruction of access to District equipment, whether the trees or shrubbery are located on the Customer's Premises or on adjacent public property.

8. INTERRUPTIONS OF SERVICE AND LIABILITY

- A.** The District does not warrant or guarantee uninterrupted service, but shall use Good Utility Practice and reasonable diligence to provide continuous and uninterrupted service.
- B.** The District shall not be liable for injuries or losses incurred by the Customer (including any and all direct, indirect, incidental, or consequential damages) because of interruptions of electric service due to causes beyond the District's reasonable control or that are not proximately caused by the District's negligent acts or omissions.
- C.** If service is interrupted from injunction, strike, riot, invasion, flood, fire, accident, act of God, equipment or facility breakdown, or from maintenance of, alterations in, or repairs to its system, or any part thereof, or for the purpose of extending service to new Customers, or from any other cause beyond the District's reasonable control or not proximately caused by the District's negligent acts or omissions, the District shall not incur any liability, but shall use reasonable diligence to restore service as soon as practicable.

Effective: January 1, 2024

Superseded Rev.: February 1, 2020

Approved: 12/14/2023

Resolution No.: 23-79

Issued by: Bertie Hansen

- D.** When completing repairs or changes to its electric system, the District will make reasonable efforts to perform such work without interruptions to Customer's service (or to limit such interruptions) and shall use reasonable diligence to restore service as soon as practicable when such interruptions are necessary.
- E.** The District may disconnect service and reconnect service in accordance with Section 12, Disconnection and Reconnection of Service herein and other established District policies and procedures. The District shall not be liable for injuries or losses incurred (including any and all direct, indirect, incidental, or consequential damages) because of interruptions of service resulting from the District's reasonable application of such policies and procedures that govern its disconnection and reconnection of electric service.
- F.** The Customer shall indemnify and save the District harmless from any and all loss or damage [including but not limited to injury to persons (including bodily injury or death), or loss of (or damage to) property (including any and all direct, indirect, incidental, or consequential damages)] occurring on the Customer's Premises or under the Customer's control due to interruptions of electric service due to causes beyond the District's reasonable control or that are not proximately caused by the District's negligent acts or omissions.
- G.** No interruption of electric service due to a cause beyond the District's reasonable control or not proximately caused by the District's negligent acts or omissions shall constitute a breach of any contract or agreement for electric service between the District and a Customer.
- H.** **Public Safety Power Shutoff (PSPS)** – A Public Safety Power Shutoff (PSPS) is a safety measure directed by local authorities or initiated by utilities, designed to help protect communities by proactively shutting off electricity during extreme and dangerous conditions. Extreme and dangerous conditions that threaten public safety and electric system operations may include, but are not limited to, fire/wildfire and high wind conditions, and flooding or rising water conditions. When extreme or dangerous conditions warrant, the District may implement a PSPS to reduce risk to the public and electric system.

9. MEASUREMENT OF ELECTRICITY USAGE

- A. Test and Inspection of Metering** - The District reserves the right to test existing metering equipment for any reason at anytime. Tests and inspections shall be made and initiated periodically by the District, at its sole discretion and expense, to insure that the metering equipment is maintained in good order and within reasonable limits of accuracy. The District shall make tests or inspections of the

Effective: January 1, 2024

Superseded Rev.: February 1, 2020

Approved: 12/14/2023

Resolution No.: 23-79

Issued by: Bertie Hansen

metering equipment upon the Customer's request only after every other possibility for a Customer's concern(s) has been eliminated.

- B. Cost of Testing Meter Equipment** - Where tests reveal that the District's metering equipment is inaccurate and over- or under-registers more than two percent (2%) as tested in accordance with the District's meter testing standards, the District shall bear the cost of making such tests and shall adjust Customer billings in accordance with Section 10.D. Billing Adjustments herein. Where Customer requested tests reveal that the District's metering equipment does not over- or under-register more than two percent (2%), the District shall bear the cost of the first such test made within twelve (12) consecutive months. The Customer shall bear the cost of the second and succeeding tests made within this twelve (12) consecutive month period that are requested by the Customer if the test results indicate the meter did not exceed the two percent (2%) accuracy limit.
- C. Metering Relocation** - The District reserves the right to relocate the metering equipment to a new or different location whenever existing meter locations are conducive to making current diversions, not readily accessible, or in situations where other similar reasons exist. If the District determines that any change in the location of the District's metering equipment is necessary, the Customer shall pay all costs associated with relocating the metering equipment. The service is subject to disconnection should the Customer refuse to comply with the equipment relocation requirement.
- D. Power Factor Adjustment** - The District reserves the right to make a test measurement to determine the Power Factor of a Customer's load at the time of the Customer's peak demand at least once each six (6) months. Where the Power Factor is found to be less than ninety percent (90%) lagging or leading, the District reserves the right to make a Power Factor adjustment according to the applicable Rate Schedule. If the applicable Rate Schedule does not contain a provision for making a Power Factor adjustment, the District reserves the right to add one percent (1%) to the Customer's bill for each one percent (1%) by which the Power Factor is less than ninety percent (90%) lagging or leading.
- E. Non-metered Service** - Non-metered service is available only under certain Rate Schedules where it has been specifically provided for, such as the lighting Rate Schedules. However, the District may, at its sole discretion, choose to provide non-metered service under the applicable Rate Schedule for any fixed, permanently installed loads (i.e., fire sirens, traffic signals, cable TV amplifiers, etc.) where it becomes impractical and uneconomical on the part of the District to install metering equipment and where monthly consumption is expected to be relatively constant. In such cases, the monthly bills will be based on a calculated

Effective: January 1, 2024

Superseded Rev.: February 1, 2020

Approved: 12/14/2023

Resolution No.: 23-79

Issued by: Bertie Hansen

estimate of kWh consumption, as determined by the District, and will include any Production Cost Adjustment (as set forth in the District's Rate Schedules) based on that calculated estimate. The District reserves the option to install metering, at any time, if the District believes that the consumption from such service is not reasonably being reflected in the monthly bills based on these calculated estimates of kWh consumption.

F. Meter Tampering - In cases where metering equipment or wiring has been tampered or interfered with in any manner, or metering connections have been modified in anyway, so as to cause improper registration of the District's metering equipment, the District shall estimate the power and energy not recorded and bill for such power and energy and all other expenses related to such unlawful current diversion. See also, Sections 10.D., Billing Adjustments and 12.B.(6), Tampering or Current Diversion, herein.

G. Non-residential Load Profile Metering - The District may connect a Customer owned load management system to the District's facilities and install the necessary connection equipment in accordance with the District's Electric Service Requirements as follows:

- (1) The District will provide, install, and maintain the metering device for supplying pulse outputs to the Customer's equipment. The District will designate the "Point of Delivery" and the Customer will furnish, install, and maintain all load management wiring and conduit to said point in accordance with the District's Electric Service Requirements. The Customer shall be required to pay the District for all labor, metering equipment, and associated costs necessary to provide this service.
- (2) The Customer shall be responsible for all design and engineering and for the successful operation of the load management system. If at any time the Customer's load management system is determined to affect the accuracy of the District's metering, the District reserves the right to immediately disconnect the devices and notify the Customer. In the event the District exercises the discretion to disconnect such systems for any other reason the District will notify the Customer thirty (30) days prior to the disconnection.

10. BILLING AND METER READING

A. Meter Reading - A Customer's bill shall be based on rates set forth in the District's applicable Rate Schedules and applied to the readings of the District's metering equipment or, at the option of the District, based on an estimated usage as provided herein, and shall be rendered on a monthly basis. Bills will be

Effective: January 1, 2024

Superseded Rev.: February 1, 2020

Approved: 12/14/2023

Resolution No.: 23-79

Issued by: *Bertie Hansen*

rendered on the basis of estimated meter readings whenever the District's metering equipment fails to register, or whenever the District or its agent is unable to obtain a meter reading because of inaccessibility to the Customer's Premises, or for other reasons. In any case, meter readings shall be estimated based upon the best information available.

- B. Regular Meter Reading** - Regular meter reading dates shall be maintained by the District so that the reading date for each Billing Period (the period between any two consecutive meter reading dates, normally on a monthly basis, with either actual or estimated meter readings) is the same insofar as reasonably practicable.
- C. Conjunctive Billing of Separate Meters** - Whenever service is supplied through separate meters to more than one location on a Customer's Premises, each such location shall be considered as a separate service and bills shall be independently calculated for each meter. Consolidation of meter readings for billing purposes will be allowed only as follows:
- (1) For accounts taking service under the District's Municipal Pumping Service Rate Schedule.
 - (2) The District reserves the right to conjunctively bill separate meters on a Customer's Premise for multiple services that are on rates other than the District's Municipal Pumping Service Rate Schedule if a District approved engineering study indicates such billing provides the District engineering or other economic benefits, said benefits being derived in a comparison to the least cost alternative utilizing a single meter for the same service.
 - (3) The District reserves the right to conjunctively bill non-metered services (as outlined in Section 9. E., herein) if a District approved study indicates such billing provides the District and Customer economic benefits, said benefits being derived in a comparison to the least cost alternative utilizing individual non-metered service. Conjunctive billing of non-metered services shall be restricted to a geographic boundary within each Retail community defined service area. Conjunctive billing of non-metered services will be limited to a maximum of 25 non-metered services per Customer and less than or equal to 50kWh per non-metered service per month. The District reserves the right to determine the number of conjunctive billing accounts and assign non-metered accounts for conjunctive billing based on type of service.
- D. Billing Adjustments** - Billing adjustments will be made when it is found that the customer was billed inaccurately. Such inaccuracies may occur as a result of, but are not limited to, meter inaccuracy, (as outlined in Section 9. B., herein) meter

Effective: January 1, 2024

Superseded Rev.: February 1, 2020

Approved: 12/14/2023

Resolution No.: 23-79

Issued by: Bertie Humber

connection errors, equipment failure, incorrect bill calculation, meter reading errors, incorrect coding errors, or tampering, diversion, or subterfuge. When usage estimates are required to determine the billing adjustment, the District will consider all relevant information available, including information provided by the customer.

(1) Billing adjustments due to reasons other than tampering, diversion, or subterfuge.

a. **Overcharges** – Except as otherwise provided for in this paragraph, when the customer has been overcharged for service the amount of the overcharge will be adjusted, refunded or credited to the Customer without interest and the period of the adjustment will be for (a) the entire period of the inaccuracy, (b) the period of occupancy, or (c) four (4) years, whichever is less. Any overcharge due to an error on the part of the District and/or Customer in providing applicable tax-exemption status of the Customer will be credited to the Customer's account for the most recent billing period only. To receive credit of taxes beyond the most recent billing period the Customer will need to contact the Nebraska Department of Revenue.

b. **Undercharges** - In cases where the District has exercised reasonable care in assuring metering and billing accuracy, the amount of the undercharge may be billed to the Customer and the period of the adjustment will be for (a) the entire period of inaccuracy, (b) the period of occupancy, or (c) twelve (12) months, whichever is less.

(b) Payment Arrangements for Undercharges

A Customer shall have the opportunity to make payment arrangements and a reasonable amount of time to pay for any undercharged amounts.

(2) Billing Adjustments due to tampering, diversion, or subterfuge.

When a Customer has been under-charged as a result of tampering, diversion, or subterfuge the Customer's account shall be charged for the entire period of the inaccuracy.

E. Billing Demand Adjustment During Customer Test Periods - A Customer must arrange in advance with the District for special billing consideration concerning abnormal Billing Demands that result from the Customer's testing of

Effective: January 1, 2024

Superseded Rev.: February 1, 2020

Approved: 12/14/2023

Resolution No.: 23-79

Issued by: Bertie Hansen

equipment. The Customer should contact the District's local office at least seven (7) calendar days in advance of each expected abnormal billing occurrence. The District will inform the Customer in writing under what conditions and provisions, as determined by the District, special billing consideration will be allowed (i.e., time, duration and frequency of occurrence, and who must be present during the testing process).

- F. Transfer of Final Bills to Active Accounts** – The District has the right to transfer any delinquent and/or final bill balance to any other premises or District account for which the Customer is or becomes liable for in any manner or any other premises or District account at or from which the Customer receives the benefit of electric service.

11. PAYMENTS

- A. Payments for Service** - A valid written statement of work performed must be issued by the District to the Customer prior to payment for any service rendered by inspectors, agents, or employees of the District.
- B. Payment Due** - Unless otherwise provided, bills are due and payable upon receipt and shall become delinquent if not paid within twenty (20) days from the billing date.

12. DISCONNECTION AND RECONNECTION OF SERVICE

- A. Customer Initiated Disconnection** - A Customer can request disconnection of the Customer's service for any reason unless otherwise provided for by the Customer's contract or agreement for electric service. Customers receiving service without contract who wish to discontinue such service may be required to give at least three (3) days' prior notice.
- B. District's Initiated Disconnection** - The District can disconnect service to a Customer after notice of disconnection has been given to the Customer pursuant to the District's "Electric Service Termination Guidelines", when one or more of the following conditions occur:
- (1) **Delinquent Bill** – Unless otherwise provided, a Customer's bill is delinquent when the District does not receive payment within the period of time specified in Section 11.B. "Payment Due".
 - (2) **Customer's Service Impairs System** - A Customer's connection, use of service, or equipment and devices interferes, seriously impairs, or has a detrimental effect upon the service rendered to any other Customer, or otherwise causes unusual fluctuations, disturbances, or distortions on the

Effective: January 1, 2024

Superseded Rev.: February 1, 2020

Approved: 12/14/2023

Resolution No.: 23-79

Issued by: Bertie Hansen

District's system, and such conditions have not been reasonably limited, nor has the Customer installed adequate corrective equipment.

- (3) **Unsafe Conditions** - Notice has been given to the District, or the District has reason to believe, that any line, wiring, or equipment on a Customer's Premises or a line that is owned or leased by the District is unsafe, unsuitable, inadequate, or does not comply with any requirements established by law and applicable local, state, and national electrical codes.
- (4) **Obstructed or Unsafe Access** - The District's access to District Property on the Customer's Premises for any purpose is obstructed, becomes unsafe, or has been refused or severely impaired.
- (5) **Customer Violation of District Regulations** - A Customer violates or fails to comply with any provision of the District's Rate Schedules, the District's Electric Service Requirements, a contract or agreement with the District for electric service, or these Retail Service Rules and Regulations.
- (6) **Tampering or Current Diversion** - When any metering equipment or wiring has been tampered or interfered with in any manner, or metering connections have been modified in any way, so as to cause improper registration of the District's metering equipment. In such cases, the District shall be entitled to collect for the theft of all power and energy not recorded, and all expenses incurred because of such unlawful current diversion.

C. District's Liability for Disconnection of Electric Service - The District shall not be liable for injury to any person (including death) or for loss of or damage to any property resulting from the disconnection by the District of electric service in accordance with its policies and procedure when such disconnection occurs either at the Customer's request or as is otherwise required by District policy or procedure.

D. Reconnection - At the Customer's request the District shall reconnect a Customer's service within a reasonable amount of time when such service has been disconnected for any reason outlined above provided that (1) the cause for disconnection has been removed, and (2) payment arrangements have been made on all unpaid account balances for electric service at the location and all conditions of these arrangements have been met by the Customer to the District's satisfaction.

Effective: January 1, 2024

Superseded Rev.: February 1, 2020

Approved: 12/14/2023

Resolution No.: 23-79

Issued by: Bertie Hamden

13. REDISTRIBUTION OR RESALE OF SERVICE

Service (other than the Customer's own on-site generation) shall be supplied by the District for the sole use of a Customer on the Customer's Premises. Service shall not be remetered, resold, redistributed, disposed of, or otherwise shared with other persons or entities. Electric service supplied to an owner may be furnished in turn to a tenant or occupant, only when included as a part of the rent with no variation based on the quantity of electric service furnished; otherwise, electric service must be supplied by the District directly to each tenant through the District's individual meters.

14. TRANSMISSION OF DATA ON DISTRIBUTION SYSTEM

Use of the District's electric power lines by a Customer for transmission of data for control or for communication purposes is prohibited. The Customer's service will be subject to disconnection by the District if the Customer uses the District's distribution system for such purposes.

15. SALE OR LEASE OF FACILITIES BY THE DISTRICT

The District will not sell its leased electric facilities or equipment or arrange for the sale of leased facilities to the Customer unless both the District and the lessor are in agreement that the sale is in the best interests of both parties. The District will not be obligated to continue service to a Customer in the event of a sale, lease, or transfer of the electric facilities serving the Customers to another distribution utility.

16. AGENTS CANNOT MODIFY RETAIL SERVICE RULES AND REGULATIONS

No agent or representative of the District has the power to amend, modify, alter, or waive any of these Retail Service Rules and Regulations or to bind the District by making any promises or representations that are not contained herein. Any promises, agreements, or representations made by any agent or representative of the District not herein set forth shall be void and of no effect.

17. POLITICAL SUBDIVISION TORT CLAIMS ACT DISCLAIMER

Nothing contained in these Retail Service Rules and Regulations shall expand the District's tort liability as a political subdivision of the state providing retail electric service beyond such obligations as it may have under the Political Subdivision Tort Claims Act, *Neb. Rev. Stat. § 13-901 et. seq.*

18. SERVICE RULES REVISIONS, CONFLICTS, ASSIGNMENT

A. Revisions - The District's Retail Service Rules and Regulations for supplying retail electric service and the District's Rate Schedules may be revised, amended,

Effective: January 1, 2024

Superseded Rev.: February 1, 2020

Approved: 12/14/2023

Resolution No.: 23-79

Issued by: Bertie Hansen

superseded, supplemented, or otherwise changed from time to time by the District's Board of Directors in its sole discretion.

- B. Conflicts** - In any case where a provision of these Retail Service Rules and Regulations conflicts with a provision of an agreement or contract for electric service, or a Rate Schedule specifically approved or authorized by the District's Board of Directors (either before or after the adoption of these Retail Service Rules and Regulations), the provision of the agreement, contract, or Rate Schedule shall control.
- C. Assignments** - Neither these Service Rules and Regulations, nor the service supplied there under, shall be assignable or transferable by the Customer.

Effective: January 1, 2024

Superseded Rev.: February 1, 2020

Approved: 12/14/2023

Resolution No.: 23-79

Issued by: *Barbara Hamden*