SECTION 6

XCEL ELECTRIC TARIFF

GENERAL RULES AND REGULATIONS
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SECTION 1 GENERAL SERVICE RULES

1.1 APPLICATION FOR SERVICE

A party desiring electric service must make application to the Company before commencing the use of the Company's service. The Company reserves the right to require a signed application or written contract for service to be furnished. All applications and contracts for service must be made in the legal name of the party desiring the service. The Company may refuse an applicant or terminate service to a customer who fails or refuses to furnish information requested by the Company for the establishment of a service account. Any person who uses electric service in the absence of application or contract shall be subject to the Company's rates, rules, and regulations, and shall be responsible for payment of all service used.

The Company shall provide an explanation of all charges and options available to customers through its rate folders, customer information booklets, and service forms.

When required by governmental authority, a customer desiring new service or expanded service must first make application for and receive written approval from the Company.

Subject to its rates, rules, and regulations, the Company will continue to supply electric service until notified by customer to discontinue the service. The customer will be responsible for payment of all service furnished through the date of the discontinuance.

1.2 SERVICE CHARGES

A. Service Processing Charge
The Company will assess a $12.00 processing charge for the initial establishment of service for each customer.

B. Service Reconnection Charge
The Company may charge $35.00 for reconnecting service that has been disconnected for non-payment. I

C. Service Relock Charge
The Company may charge $100.00 for reconnecting service where the Company has disconnected service for non-payment and subsequently returned to relock the service after it was reconnected by the disconnected customer without Company authorization.

If a customer requests reestablishment of service at a location where the same customer discontinued the same service within the preceding 12 month period, an additional reconnection fee will be assessed equal to the sum of the monthly minimum charges applicable during the period service was discontinued. This fee is in addition to the Service Processing Charge indicated above. If the customer requests that the service be physically disconnected and subsequently reconnected within the 12 month period, the Service Reconnection Charge applies rather than the Service Processing Charge. T T

(Continued on Sheet No. 6-3.1)

1.3 ACCESS TO CUSTOMER'S PREMISES

Company representatives, when properly identified, may have access to customer's premises at all reasonable times for the purpose of reading meters, making repairs, making inspections, removing the Company's property, or for any other purpose incident to the service.

1.4 CONTINUITY OF SERVICE

The Company will endeavor to provide continuous service but does not guarantee an uninterrupted or undisturbed supply of electric service. The Company will not be responsible for any loss or damage resulting from the interruption or disturbance of service for any cause other than gross negligence of the Company. The Company will not be liable for any loss of profits or other consequential damages resulting from the use of service or any interruption or disturbance of service.

(Continued on Sheet No. 6-4)

1.5 OPTIONAL METERING SERVICE

A. General Rule

If customers meet the service availability requirements listed in Section B below, they can select Optional Metering Service, such that they receive service without metering, or service with less sophisticated metering. Customers benefit by receiving a lower customer charge. The Company will provide optional metering service to eligible customers subject to the provisions in this section and all Terms and Conditions shown on the applicable rate schedule. Optional metering service will not be provided at any location where the customer is provided with fully metered service. A customer cannot divide a fully metered service so that a portion of the service could qualify for optional metering service. The Company reserves the right at any time to fully meter service previously supplied on an optional metering basis. N N N

B. Service Availability

A customer is eligible for optional metering service so long as all of the following conditions are met:

1. The customer's utilization equipment has a total rated capacity of 250 kW or less and an estimated usage of 186,000 kWh or less per month. N N

2. The customer's utilization equipment has a definitely determinable demand which has verifiable limits.

3. The customer's utilization equipment is operated on a fixed schedule. A fixed schedule is:
   a. a continuous non-discretionary 24 hour usage, or
   b. a photocell-controlled, sunset to sunrise, usage referred to as an hours of darkness (HOD) schedule.

4. The customer's utilization equipment can be readily and efficiently inspected by the Company to verify its usage. The usage may be verified by one or more of the following:
   a. the nameplate rating,
   b. totalizing the load for the number of ballast-controlled high intensity discharge lamps, or
   c. the use of a kilowatt-hour or other type of meter.

C. Optional Unmetered Service

The Company will provide optional unmetered service to customers meeting the eligibility requirements. Usage for billing will be determined by the Company and agreed to by the customer upon a contract for service.

(Continued on Sheet No. 6-5)

1.5 OPTIONAL METERING SERVICE (Continued)

D. Optional Time of Day Metering Service

The Company will provide optional time of day metering service to customers meeting the eligibility requirements. The time of day metering charge will be waived for customers eligible for this optional service. Time of day billing will be accomplished through a usage schedule which accounts for the number of hours of usage occurring in the on peak and off peak periods. Optional time of day metering service will be provided under one of the following methods:

1. *Unmetered Service*. Usage for billing will be determined by the Company and agreed to by the customer upon a contract for service. T

2. *Kilowatt-Hour Metered Service*. Usage for billing will be determined from meter readings.

1.6 DEPOSITS AND GUARANTEES D N

A. General: Any applicant or customer who has not established good credit as defined by the Commission rules may be required to make a deposit to ensure payment before making a service connection.

B. New Service: The Company may require an applicant for service to make a deposit sufficient to cover the estimated charge for furnishing service pursuant to Section 6, subsection 5.1. If a deposit is required, the Company shall issue a receipt to the depositor showing the amount of the deposit, the date the deposit was made, and the depositor's name.

C. Existing Service: The Company may require a deposit from an existing customer before reconnection is made due to disconnection for nonpayment of a bill. The Company may require a deposit if all or part of the previous deposit was used in settlement of the delinquent bill.

D. Deposit Amount: If a deposit is required, the amount of the deposit shall cover the estimated charge for furnishing service to the customer for a sixty-day period.

E. Payment Guarantee Permissible: In lieu of a cash deposit, a guarantee satisfactory to the Company for a like amount will be acceptable. The Payment Guarantee will terminate when the customer gives notice to discontinue service or there is a change in the location covered by the Payment Guarantee. The contract shall automatically terminate after the customer establishes credit that would under ARSD 20:10:19:11 result in the return of a deposit or at the guarantor's request upon 60 days written notice to the utility. Upon termination of a guarantee contract or whenever the utility deems the contract insufficient as to amount or guarantor, a deposit or a new or additional guarantee may be required for good cause upon reasonable written notice to the customer. The service of any customer who fails to comply with these requirements may be disconnected upon notice as prescribed in ARSD 20:10:20:03. The utility shall notify the guarantor when disconnect notices have been sent to the customer.

The Company may require a new Payment Guarantee or cash deposit after termination of a Payment Guarantee.

F. Interest on Deposits and Refunds: On such customer deposits, the Company will pay interest at the rate of seven percent simple interest per annum. The Company will pay interest annually by direct payment or as a credit on the customer's bill, at the option of the Company. The payment or deduction for interest must be made during each calendar year, or whenever a deposit is refunded or service discontinued. N

(Continued on Sheet No. 6-6)

1.6 DEPOSITS AND GUARANTEES (Continued) N

G. Refund of Deposits: The Company will refund the deposit plus accrued interest to the customer if the customer has paid their bills for twelve consecutive months without having service disconnected for nonpayment and without receiving three or more disconnections notices.

H. Additional Requirements: If a customer's credit standing becomes unsatisfactory after a deposit has been refunded or if the deposit is inadequate to cover 60 days of the estimated annual bill, a new or additional deposit may be required upon reasonable written notice by the Company. Deposits will not be considered advance payments on account. Service to a customer who fails to comply with these requirements may be discontinued upon reasonable written notice.

In case of discontinuance of service or non-payment of amounts payable when due, the Company will not restore service until all arrears are paid in full and a cash deposit as required above is made, or until other satisfactory credit arrangement is made. N

1.7 SERVICE CALLS T

When a customer calls and reports an electrical problem, the Company will, as soon as reasonably possible, send out service personnel to determine the necessary action to correct the problem. T

If the electrical problem is in the customer's facilities, the service personnel will attempt to restore service by fuse replacement or minor temporary repair. The customer will be charged for all related costs including labor and all materials furnished. T T T D

If the electrical problem is in the Company's facilities or if the electrical problem is of the following nature, repairs thereof will be made as soon as reasonably possible, and the Company will waive any of such charges:

A. Voltage measurement is the only service rendered.

B. The Company is called to the customer's premises by the Fire or Police Department.

C. Storm conditions require the presence of service personnel in the customer's vicinity and the Company dispatcher notified the service personnel when dispatched to waive charges. T T

1.8 DEDICATED SWITCHING SERVICE

The Company will provide dedicated switching service for Company distribution facilities when customers request a specific time or during a specific time window for de-energizing electric service to a designated facility to allow them to connect, change, or maintain their equipment.

The customer will be charged by separate invoice for labor costs at the following rate:

Requested Appointment Date	Charge Per Hour
Monday through Saturday	$300.00
Sunday and Federally Observed Holidays	$400.00

The following terms and conditions shall apply to this optional service:

A. Customers shall be requested to contact Company four to five business days in advance of a preferred appointment date and must contact Company a minimum of two days before a requested appointment date.

B. Appointments may be rescheduled by Company in extreme circumstances, such as a severe storm or public safety concerns.

C. Hours charged include travel time to and from customer site.

SECTION 2 RATE APPLICATION

2.1 CLASSIFICATION OF CUSTOMERS

For rate application:

A. Residential Customer

A residential customer is one using electric service for general household purposes in space occupied as living quarters such as single private residences, single apartments, fraternity houses, sorority houses, and for garages or other auxiliary buildings on the same premises used by the residential customer. General household purposes or uses are domestic lighting, heating, cooking, and power service. T T T T

B. Farm Customer

A farm customer is one using electric service for the production of income for agricultural pursuits such as gardening, dairying, egg production, or raising of crops, livestock, or poultry. A farm customer taking electric service for non-general household purposes only may be considered a general service customer for rate application purposes. A farm customer using electric service for general household and non-general household purposes jointly may combine such uses through one meter on such rates as are available to general service customers or farm customers. However, where such use is combined and the non-general household electric equipment totals less than one kilowatt of connected load, such farm customer shall be classified residential. Where electric equipment is used jointly for general household and non-general household purposes (such as a water pump), the major use of such equipment will determine whether it is classified for general household or non-general household uses. T T T T T T T T

C. General Service (Commercial) Customer T

A general service customer is one using electric service for any non-general household purpose in space occupied and operated for commercial purposes, such as stores, offices, shops, hotels, garages, wholesale houses, filling stations, barber shops, beauty shops, and any other space occupied for commercial purposes. T T T T T

D. Small Commercial and Industrial Customer N

A Small Commercial and Industrial Customer has an actual demand less than or equal to 100 kW. N

E. Large Commercial and Industrial Customer N

A Large Commercial and Industrial Customer has an actual demand greater than 100 kW. N

(Continued on Sheet No. 6-9)

2.2 AVAILABILITY OF SERVICE UNDER RATE SCHEDULES

Availability of a rate schedule with respect to the purpose for which service thereunder may be used and the class or classes of customers to which the schedule applies shall be as specified in the rate schedule. Rate schedules are applicable to alternating current service only.

Availability of service under a rate schedule at any particular location in a community or territory where the schedule is shown to be effective, and the kind of current, capacity, voltage, phase, and frequency which the Company holds itself out to supply, depends upon the proximity of the particular location to adequate Company facilities. The extent to which the Company will extend, enlarge, or change its facilities to supply service is determined by Section 5, STANDARD INSTALLATION AND EXTENSION RULES. In areas served by the Company's alternating current, low voltage network systems, all new customers and any customers desiring to change the voltage or type of service will be supplied only alternating current at available secondary voltage.

2.3 CHOICE OF OPTIONAL RATES

When more than one rate schedule is available for the same class of service as indicated by the complete copy of the Company's rates open to public inspection in the Company's office, the Company will assist the customer in the selection of the rate schedule or schedules that, in its judgment, will result in the lowest cost of projected consumption, based on twelve (12) months' service and on the information at hand. New customers may change to another rate schedule after a reasonable trial of the rate schedule originally designated. The Company may not be required to move a customer's service to a different rate schedule more often than once in twelve months unless the rates are changed, there is a material change in the customer's load, or another change is necessary as a result of an order issued by the Public Utilities Commission or a court having jurisdiction. The Company will not be required to make any change in a fixed term contract except as provided therein. T T T

2.4 STANDBY, SUPPLEMENTARY, EMERGENCY, AND INCIDENTAL SERVICES

Unless otherwise specifically provided, the Company's rate schedules require that the customer's entire electrical requirements be received from the Company. The Company's service is not available for standby, supplementary, emergency, or incidental service with respect to any other source of power except when contracted for under a rate schedule providing for these services. T T

(Continued on Sheet No. 6-10)

2.4 STANDBY, SUPPLEMENTARY, EMERGENCY, AND INCIDENTAL SERVICES (Continued)

A. Definitions

1. *Standby Service* is defined as service available on a firm (scheduled or unscheduled) basis or non-firm basis through a permanent connection to supply replacement electric energy and power when the customer's normal source of electric energy supply is not available. T

2. *Supplementary Service* is defined as service continuously available through a permanent connection to supplement or augment directly or indirectly another independent source of power. T

3. *Emergency Service* is defined as service supplied through a temporary connection when the customer's usual source of supply has failed. T T

4. *Incidental Service* is defined as service continuously available through a permanent connection to provide power and energy for use by customer where such use is merely incidental to customer's operations and essentially for his convenience; e.g., (without limiting the generality of the foregoing) for voltage or frequency control, for partial lighting of selected or limited areas, or for operation of controls, battery chargers, starting devices, electric clocks, or other equipment requiring relatively small quantities of energy as compared with customer's total energy usage.

B. Standby and Supplementary Service

The Company will provide Standby and Supplementary Service subject to the following provisions:

1. The customer will contract for capacity adequate to supply the entire electrical requirements for which the Company's service may be used. Contracted for capacity will be no less than the Company will be required to supply in case of customer equipment malfunction.

2. The Company will not be obligated to supply a customer's load in excess of the capacity for which that customer has contracted.

3. The customer will be liable for all damages caused by customer's use of power in excess of its contracted for capacity.

4. The Company will require a customer to contract for additional standby and supplementary capacity if the customer exceeds his contract amount in any three of the preceding 12 months.

(Continued on Sheet No. 6-11)

2.4 STANDBY, SUPPLEMENTARY, EMERGENCY, AND INCIDENTAL SERVICES (Continued)

C. Parallel Operations

If a customer has an independent source of power that will be operated in parallel with the Company's system, such source of power must be operated as provided below. Any customer who operates their facility in non-compliance with these provisions will be subject to discontinuance of service.

1. No customer may connect an independent source of power in parallel with the Company's system without prior written consent of the Company. Any customer desiring to generate in parallel shall execute a contract with the Company that contains terms and provisions regarding metering, billing, technical, and operating parameters for the customer's independent source of power.

2. The interconnection of customer's facilities with the Company's system shall not interfere with the quality of the Company's service to any of its other customers.

3. The customer will provide the necessary equipment as approved by the Company to enable the customer to operate customer's independent source of power in parallel with Company's system. The customer shall not energize a de-energized portion of the Company's system without permission from the Company. The customer's independent source of power will be designed so that the interconnection circuit breaker or load-break switch between the Company and the customer will open under the following conditions: T N N
   a. deenergized Company system,
   b. sustained line faults on Company's system, and
   c. faults on customer's system.

   A customer shall consult with the Company regarding these minimum requirements, additional protection recommended, proper operation of interconnect circuit breaker or load-break switch, and customer's independent source of power disconnecting device.

4. Since the power factor and the voltage at which the Company's system and a customer's system are operated will vary, each party agrees to operate its system at a power factor as near unity as possible, or other mutually agreed upon power factor level, in such manner as control its share of the reactive power, and voltage as conducive to the best operating standards. T N

5. The Company reserves the right to discontinue service if continued parallel operation by the customer results in trouble on the Company's system, such as interruptions, ground faults, radio or telephone interference, surges, or objectionable voltage fluctuations, where such trouble is caused by a customer and the customer fails to remedy the causes thereof within a reasonable time.

SECTION 3 METERING AND BILLING

3.1 METERING AND TESTING

The Company will furnish, install, and maintain one set of metering equipment for each account and rate schedule under which service is supplied. The location, number of meters and appurtenances, and specifics of installation will depend on the service arrangements and requirements of the rate schedules.

The Company will maintain and test its metering equipment in accordance with the Public Utilities Commission's rules. In the event the Company's test shows a meter to have an average error of equal or more than 2% fast or slow, the Company shall make an adjustment of the bills for service during the period of registration error if known, up to a maximum period of five years. If not known, adjustment shall be made for a period equal to one-half the time lapsed since the last previous test but not to exceed six months. If the average meter error cannot be determined because of failure of part or all of the metering equipment, the customer shall pay an amount based upon registration of check metering equipment or an estimated amount based upon the customer's consumption for comparable operations over a similar period.

The customer may request the Company to test its meter. If the request to test a meter is made within one year of a previous meter test, a customer is required to pay a deposit for the meter test as follows:

Single phase or residential customer meter	$10.00
Single phase demand or self-contained polyphase meter	$20.00
All other polyphase meter	$30.00

The payments will be refunded if the test shows the metering equipment to have an average error exceeding that as defined in the preceding paragraph.

3.2 METHOD OF DETERMINING DEMAND FOR BILLING PURPOSES

The actual demand in kW is defined as the greatest 15 minute average load during the billing period. For determining the adjusted demand, the actual demand may require application of the average power factor, which is defined as the quotient obtained by dividing the kilowatt-hours used during the month by the square root of the sum of the squares of the kilowatt-hours used and the lagging reactive kilovolt-ampere-hours supplied during the same period. Any leading kilovolt-ampere-hours supplied during the period will not be considered in determining the average power factor. The demand for billing shall be determined as shown in the respective rate schedule.

(Continued on Sheet No. 6-14)

3.3 MONTHLY BILLING

Bills will normally be rendered monthly and may be paid by mail, or at the office of the Company, or to its duly authorized agents during regular business hours. A "month", as used for billing purposes, does not mean a calendar month, but means the interval between two consecutive periodic meter reading dates which are, as nearly as practicable, at 30 day intervals. The Company may read certain meters less frequently than once each billing month for customers under the Company's self-meter reading procedure, or when the Company and customers otherwise mutually agree, except that a Company representative will read the meter at least once each 12 months. If the billing period is longer or shorter than the normal billing period by more than five days, the bill shall be prorated on a daily basis except for the November, December, and January billing periods when N
the bill shall be prorated on a daily basis whenever the billing period is less than 25 days or more than 40 days. N

3.4 BUDGET HELPER PLAN

Qualified customers may, at their request, be billed under the Company's budget helper plan. Such plan shall provide for 11 equal monthly payments based on the customer's previous use. The billing for the twelfth month will reflect the actual billing for that month adjusted for the credit or debit balance carried forward from the previous month. The Company will review the account during the budget year to ascertain the reasonableness of the budget amount under current rates or conditions of use of service, and the monthly payment will be adjusted accordingly.

3.5 LATE PAYMENT CHARGE

A late payment charge of 1.0% of the unpaid balance will be added to the unpaid balance two working days after TN
the date due. Customers under the budget helper plan or a payment arrangement will be assessed a late N
payment charge on the lesser of the outstanding scheduled payments or the outstanding account balance. All N
payments received will be credited against the oldest outstanding total account balance before application of the
late payment charge. The late payment charge will be waived in instances where a company error is involved or N
where complications arise with financial institutions in processing automatic electronic payments. N

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(Continued on Sheet No. 6-15)

3.6 BILL DATE DUE

Bills are due and payable upon presentation. For purposes of applying the late payment charge, the date due shown on the customer's bill shall be:

Class	Date Due	
Large commercial and industrial Customers	The date no less than 20 days after the billing transmittal date by which a bill should be paid and the date before which no disconnection notice may be sent.	N
All Other Customers		N
		N
		N
		N

Residential and Small General Service customers have the option of selecting a modified due date for paying their bill. The due date can be extended up to a maximum of 14 calendar days from the normal due date. Customers selecting a modified due data will remain on that due date for a period not less than 12 months or may change back to the normal due date anytime. N N

3.7 ESTIMATED BILLS

An estimated bill will be rendered if impractical for the Company to read the meter or customer fails to supply a meter reading form in time for the billing operation or in cases of emergency. An adjustment, if any, will be made in the bill based on the next meter reading.

3.8 BILLING ADJUSTMENTS

In General:

In the event of a meter or billing error resulting from: D N

(1) an inaccurate meter;
(2) an incorrect reading of the meter;
(3) incorrect application of a rate schedule;
(4) incorrect connection of the meter;
(5) application of an incorrect multiplier or constant;
(6) bill delay;
(7) or other similar errors affecting billing as defined by the Public Utilities Commission's rule, the Company shall recalculate the customer's bill consistent with the Public Utilities Commission's rules and tariffs. N L

(Continued on Sheet No. 6-15.1)

3.8 BILLING ADJUSTMENTS (Continued)

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Underbilled

In the event the customer was underbilled, the Company, except as provided below for billing errors resulting from Meter Errors, may recalculate the bills for service during the period of the error, up to a maximum of six years from the date of payment.

Overbilled

In the event the customer was overbilled, the Company, except as provided below for billing errors resulting from Meter Errors, shall recalculate bills for errors resulting in overcharges up to a maximum of six years from the date of payment.

Meter Error

In the event the Company meter was found to be defective upon testing, the Company shall calculate the adjustment amount on the basis the metering equipment should be 100% accurate, in accordance with the rules prescribed by the Public Utilities Commission. The Company shall refund the customer any excess charges for incorrectly metered electric service for a period equal to one-half the time elapsed since the last previous meter test, but not to exceed six months unless it can be established that the error was due to some cause, the date of which can be fixed with reasonable certainty, in which case the refund or charge will be computed from that date. The Company may charge the customer for any deficiency in billing for incorrect metered electric service for a period equal to one-half the time elapsed since the last previous meter test, but not to exceed six months unless it can be established that the error was due to some cause, the date of which can be fixed with reasonable certainty, in which case the refund or charge will be computed from that date. Adjustments shall be based on actual monthly consumptions.

Meter Error due to Meter Registration Creep

In the event the Company meter was found to be defective upon testing, the Company shall calculate the rate of creeping for one-half the time elapsed since the last previous meter test, but not to exceed six months unless it can be established that the error was due to some cause, the date of which can be fixed with reasonable certainty, in which case the refund or charge will be computed from that date.

Meter Error Due to Partial or Complete Meter Failure

In the event the average meter error cannot be determined by a test because the Company meter failed either partially or completely, the Company shall use the check metering registration, if any, to estimate the quantity of energy used, or estimate the quantity of energy used on all available data. The Company shall advise the customer of the metering equipment failure and the basis for the estimated bill. Any adjustment shall be made from the discovery date of metering equipment failure, or if not known, for a period equal to one-half the time elapsed since the last previous meter test, but not to exceed six months unless it can be established that the error was due to some cause, the date of which can be fixed with reasonable certainty, in which case the refund or charge will be computed from that date.

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(Continued on Sheet No. 6-16)

3.9 RETURNED CHECK CHARGE

There shall be a charge of $15.00 for any check or draft submitted to the Company for payment which is dishonored or returned by the financial institution on which it is drawn.

3.10 ACCOUNT HISTORY CHARGE

There shall be a charge of $5.00 per account to the authorized requesting party for providing account history when such request involves 10 or more accounts, regardless of the type of account or number of meters.

3.11 SYNCHRONIZED BILL SERVICE

Customers billed under the Company's Synchronized Bill Service will receive one bill each month for either residential or commercial service. Such service will provide one or more monthly synchronized bills which combine all premises for a customer into selected multi-site account bill statements. Customers need make only one payment covering the total amount due for all the accounts included in each synchronized bill. The Company may, at its sole discretion, select the bill date of a synchronized bill, limit the number of accounts included in any one synchronized bill and exclude accounts based on rate class or type, amount of bill, account arrearages, bill date or participation in other programs. Accounts can be combined from more than one bill date resulting in a delay of the bill statement mailing for all accounts until the synchronized bill date is reached. Customers may revert to standard billing upon request. Customers may request modifications to how their accounts are set up under synchronized bill service.

Synchronized bill service is subject to the following conditions:

A. The most restrictive bill due date provision for the accounts combined in the synchronized bill will be applied in the Company-approved bill date when the synchronized bill is issued.

B. The Company shall not be liable for any customer costs which may result from any refusal, delays or failure to provide synchronized bill service when requested, for synchronized bill account changes.

C. Customers using synchronized bill service agree Company may modify at its option the meter reading date of all accounts on the synchronized bill to a single read date where Company has installed automatic meter reading facilities at such customer's service locations. The meter read date shall not revert to the prior read date except at the Company's discretion.

SECTION 4 USE OF SERVICE RULES

4.1 USE OF SERVICE

A. Definitions

1. *Individual Company Metering.* Direct measurement by the Company, using a Company meter, of all electrical consumption of a customer supplied by Company.

2. *Master Metering or Redistribution.* The provision of unmetered electrical supply by a customer to customer's tenants or other occupant, or to any person who qualifies for unmetered service. T

3. *Submetering.* The provision of metered electrical supply through a customer owned meter to a customer's tenants, cooperative or condominium owners, other occupants, or to a portion of the customer's own electrical consumption.

4. *Resale.* The sale or provision of electrical supply by a customer to any other person outside the customer's building or property. T

5. *Series Subtractive Metering.* An arrangement to measure consumption in a multiple occupancy unit building using individual Company meters on each occupancy unit in series with one Company master meter to measure total building consumption on the set of service entrance conductors or feeder supplying the individual occupancy units with billing for common area usage determined by Company formula.

6. *Building.* A self-contained complete structure, including movable and temporary structures separated by space or an area separation wall (as defined in the Uniform Building Code) from all other structures. Two or more structures shall not be considered a single building merely by the existence of skyways, tunnels, common heating or cooling facilities, common garages, entry halls or elevators, or other attachments.

7. *Occupancy Unit.* A room, office, apartment, or other space separated by walls or partitions that enclose the area, or a contiguous grouping thereof when occupied by a single customer.

(Continued on Sheet No. 6-18)

4.1 USE OF SERVICE (Continued)

B. General Rules

Electric service may be used only for the purposes set forth in the respective rate schedules. Within its assigned service area, the Company is in the business of providing retail electricity to the ultimate consumer. Electricity is supplied for use by customer's household or business and resale or submetering of such service is not permitted. The Company permits master metering where allowed by law, but a landlord may not charge the tenants more than the landlord is charged by the Company. T N N

The electric service equipment and associated building wiring of buildings must be arranged by the owner to facilitate individual Company metering of the electrical consumption of each building and occupancy unit, except where specifically permitted by Section 4.1, USE OF SERVICE, Paragraphs (C) and (D). If desired by the owner, the Company will install and maintain necessary individual Company meters to measure consumption and render bills on the applicable rate schedules to each customer and separately occupied buildings and occupancy unit. T T

The Company will not install, operate, maintain, or acquire any series metering system. The Company may, however, require series subtractive metering for its own purposes to measure consumption and render bills for electric energy not otherwise measured.

Electricity is normally supplied to each separate customer through a single service and meter. The Company does not engage in the practice of doing interior wiring on customer's premises except for the installation and maintenance of its own property. The customer may combine the supply of electricity through one meter and one service to two or more buildings or occupancy units if they are located on the same or contiguous parcels of property and occupied by the same customer solely for customer's own use. If separate buildings are occupied in whole or part by tenants of the customer, then each tenant occupied building, or area, or occupancy unit must be segregated from other loads of the customer and metered by the Company.

(Continued on Sheet No. 6-19)

4.1 USE OF SERVICE (Continued)

B. General Rules (Continued)

If more than one building with tenants, or portions of more than one building with tenants, are served through one meter, this practice may continue until such time as the building is substantially remodeled or there are changes to the customer's service entrance that allow for individual metering. If such remodeling does occur, provisions must be made to allow for individual Company metering of each tenant occupied building, or area, or occupancy unit. While the single meter service continues, the bill for the buildings will be computed as though each building or area or occupancy unit used an equal portion of the total metered service and was separately billed. If more than one building with tenants, or portions of more than one building with tenants, were served through one meter prior to February 1, 1984, and the bills were computed by a different procedure, that practice may continue until such time as the building is substantially remodeled or there are changes to the customer's service entrance that allow for individual metering. At that time, the above provision for individual metering will apply. T T T T T T T

C. Permitted Master Metering

Notwithstanding the general rules above, master metering is permitted by hotels, motels, dormitories, nursing homes, homes for elderly, or similar facilities, or by low income rental housing in which the cost of electricity is included in the rent and where the amount of the rental payment is based upon the tenant's ability to pay. In addition, the customer of a new or substantially remodeled building may petition the Commission for approval of master metering of electric service. T T

D. Existing Installations

Master Metering is not permitted under the general rules above but service in existence prior to June 13, 1980, may continue provided that buildings or portions of buildings that are substantially renovated or remodeled after June 13, 1980, will be converted at the customer's expense to individual Company's metering. T

(Continued on Sheet No. 6-20)

4.2 CUSTOMER'S WIRING, EQUIPMENT, AND PROPERTY

All wiring and equipment on customer's side of the point of connection, except metering equipment, will be furnished, installed, and maintained at the customer's expense in a manner approved by the public authorities having jurisdiction over the same.

Customer will protect all electrical equipment and systems with devices that conform to the industry accepted standard for the various classes of electrical equipment and systems to prevent fire or damage to equipment from electrical disturbances or fault occurring in the customer's system or in the supplying system. The "industry accepted standard" will be as required in the National Electrical Code and such additional devices as are prescribed by any public authority with jurisdiction over the installation of electrical facilities.

Any inspection of a customer's wiring and equipment by the Company is for the purpose of avoiding unnecessary interruptions of service to its customers or damage to its property and for no other purpose, and will not be construed to impose any liability upon the Company to a customer or any other person by reason thereof. In addition, the Company will not be liable or responsible for any loss, injury, or damage that may result from the use of or defects in a customer's wiring or equipment.

The Company may, however, at any time require a customer to make such changes in customer's electrical or non-electrical property or use thereof as may be necessary to eliminate any hazardous condition or any adverse affect which the operation of the customer's property or equipment may have on said customer, other customers of the Company, the public, or the Company's employees, equipment, or service. In lieu of changes by the customer, the Company may require reimbursement from the customer for the cost incurred by the Company in alleviating an adverse effect on the Company's facilities caused by the customer's property. T T T

The transformers, service conductors, meters, and appurtenances used in furnishing electric service to a customer have a definite capacity. Therefore, no material increase in load or equipment will be made without first making arrangements with the Company for the additional electric supply.

SECTION 5 STANDARD INSTALLATION AND EXTENSION RULES

5.1 STANDARD INSTALLATION

A. Service at Secondary and Primary Voltage

Secondary voltage service is defined as single or three phase alternating current from 208 volts up to but not including 2,400 volts. Primary distribution voltage service is defined as three phase alternating current from 2,400 volts up to but not including 69,000 volts.

The Company will provide permanent service at the standard voltage and phase available in the area to the service location designated by the Company. The Company will not be required to provide overhead service in an area serviced by an underground distribution system. If requested by the Company, the customer shall execute an agreement or service form pertaining to the installation, operation, and maintenance of the facilities. Payments required under Section 5, STANDARD INSTALLATION AND EXTENSION RULES, will be made on a non-refundable basis and may be required in advance of construction unless other arrangements are agreed to in writing by the Company. The facilities installed by the Company shall be the property of the Company, and any payment by customer will not entitle the customer to any ownership interest or rights therein. T T

Unless otherwise stipulated in the applicable agreement or service form, and prior to any installation by the Company, the customer is required to provide the necessary right-of-way for the installation of the Company's facilities and to have the property developed so that the Company's facilities will be installed in a permanent location and can be installed without any delays caused by the customer. T T

For purposes under Section 5, STANDARD INSTALLATION AND EXTENSION RULES, the Company's costs are all direct and indirect expenses, including material, labor, overheads, and applicable taxes, incurred by the Company due to such an installation as determined by allocations under the Company's usual accounting methods.

The Company will install, own, and maintain on an individual project basis the distribution facilities necessary to provide permanent service. The customer will be required to pay, in addition to the applicable rate, the following amounts, if applicable, to the Company:

(Continued on Sheet No. 6-23)

5.1 STANDARD INSTALLATION (Continued)

A. Service at Secondary and Primary Voltage (Continued)

1. *Excess Footage*

a. Residential. Company will extend, on private property, to a Company designated service location, a service lateral a maximum distance of 100 feet. When the necessary extensions to a Company designated service location exceed these limits, the customer will be charged for the additional extension according to the Excess Footage Charge set below. Customers requesting a preferred service location will also be charged the Excess Footage Charge for each circuit foot Company extends the installation beyond Company's designated service location

Excess Footage Charge

Service Lateral	$7.90 per circuit foot

b. Non-Residential. Company will extend, on private property, to a Company designated service location, a distribution lateral, the total cost of which must not exceed a sum equal to three and one half (3.5) times the customer's anticipated annual revenues, excluding the portion of revenue representing the fuel-cost recovery. When the cost of the necessary extension exceeds this limit, the customer will be charged the difference.

Excess Footage Charge

Excess single phase primary or secondary distribution extension	$8.00 per circuit foot
Excess three phase primary or secondary distribution extension	$13.90 per circuit foot

(Continued on Sheet No. 6-24)

5.1 STANDARD INSTALLATION (Continued)

A. Service at Secondary and Primary Voltage (Continued)

2. *Winter Construction*. When underground facilities are installed between October 1 and April 15, inclusive, because of failure of customer to meet all requirements of the Company by September 30, or because the customer's property, or the streets leading thereto, are not ready to receive the underground facilities by such date, such work will be subject to a Winter Construction Charge when winter conditions of six inches or more of frost exist, snow removal or plowing is required to install service, or burners must be set at the underground facilities in order to install service for the entire length of the underground service. Winter construction will not be undertaken by the Company where prohibited by law or where it is not practical to install underground facilities during the winter season. The charges immediately below apply to frost depths of 18" or less. At greater frost depths, the Company may individually determine the job cost. The Company reserves the right to charge for any unusual winter construction expenses. All winter construction charges are non-refundable and are in addition to any normal construction charges.

Winter Construction Charge

Thawing	$600.00 per frost burner	I
Service, primary or secondary distribution extensions	$3.80 per trench foot	I

3. *Unusual Installation Costs*. The customer is required to pay the excess installation cost incurred by the Company not justified by anticipated annual revenue, because of:
   a. surface or subsurface conditions that impede the installation of distribution facilities,
   b. delays caused by customer, or
   c. paving of streets, alleys or other areas prior to the installation of underground facilities.

   Such payments, if any, will be determined by subtracting from the total installed cost:
   a. any charges paid under (1) through (3) above, and
   b. the revenue factor equal to three and one half (3.5) times the anticipated annual revenue.

(Continued on Sheet No. 6-25)

5.1 STANDARD INSTALLATION (Continued)

B. Service at Transmission Voltage

Transmission voltage service is defined as three phase alternating current at 69,000 volts or higher. The availability of transmission voltage will be determined by the Company when requested by the customer. The service voltage available will vary depending on the voltage in the vicinity of the customer's service location. A customer electing to take transmission service for any portion of the customer's service will be considered a transmission service customer and any additional Company investments at the customer's location whether secondary, primary, or transmission voltage will be considered as special facilities. T

Transmission voltage service will be provided under the following conditions:

1. Such service does not adversely affect the reliability of the rest of the system or cast an undue expense on other ratepayers.

2. The customer will be metered at the lowest utilization voltage. Meter readings will be adjusted to compensate for transformer losses so as to be the equivalent of metering at the service delivery voltage.

3. The customer will be responsible for converting his equipment to a higher voltage in the future if the Company must do so to carry higher loads over existing lines.

4. If in order to serve the customer, part of a transmission line extension must be built on property other than that owned by the customer, the whole line serving the customer will be built, owned, maintained, and operated by the Company. The customer will be responsible for reimbursing the Company for all expenses due to the acquisition of rights-of-way and permits on lines that the Company constructs. If the line extension is entirely on the customer's property, the customer may build, own, maintain, and operate it or request the Company to do so at the expense of the customer.

5. The customer must allow the Company access to all Company owned equipment for maintenance or emergencies. The customer's maintenance records for protective equipment must also be available to the Company for inspection.

6. The Company will not use condemnation procedures to acquire rights-of-way to provide transmission service if the customer can be served adequately and economically at primary voltage.

(Continued on Sheet No. 6-26)

5.1 STANDARD INSTALLATION (Continued)

B. Service at Transmission Voltage (Continued)
The requesting customer will be responsible for reimbursing the Company for all costs associated with required new or relocated transmission lines or extensions, changes to the distribution system, and substation modifications. If the customer requests the Company to remove existing facilities, the customer will be charged the replacement cost less depreciation, less salvage, plus removal expense. If facilities are specifically installed for more than one customer requesting transmission service, the cost will be shared by the customers requesting this service. The customer shall execute an Electric Service Agreement specifying the appropriate charges. Payment shall be made in the form of a monthly facility charge. An optional one-time charge is available upon customer request.

5.2 GENERAL EXTENSION

Subject to its Section 5, STANDARD INSTALLATION AND EXTENSION RULES, the Company will extend, enlarge, or change its distribution or other facilities for supplying electric service when the product of three and one half (3.5) times the anticipated annual revenue, excluding the portion of the revenue representing fuel-cost recovery from the sale of additional service to result therefrom is such as to justify the expenditure. When the expenditure is not so justified, the extension, enlargement, or change of facilities will be made only if the customer, at the Company's option: N N

A. Pays to the Company the portion of the capital expenditure not justified by the product of three and one half (3.5) times the anticipated annual revenue, excluding the portion of the revenue representing fuel-cost recovery (with or without provision for refund of all or part of such payment), N N N

B. Agrees to pay a special monthly charge,

C. Agrees to pay annually a specified minimum charge, or

D. Agrees to a combination of the above methods.

In determining whether the expenditure is so justified, the Company will take into consideration the total cost of serving the applicant and will apply the general principle that the rendering of service to the applicant will not cast an undue burden on other customers. The Company's Section 5, STANDARD INSTALLATION AND EXTENSION RULES, imposes charges on customers for certain installation costs.

(Continued on Sheet No. 6-27)

5.2 GENERAL EXTENSION (Continued)

Non-refundable payments will be in the amount determined by subtracting from the total estimated installation cost the product of three and one half (3.5) times the anticipated annual revenue, excluding the portion of the revenue representing fuel-cost recovery as set forth in Section 5.1, STANDARD INSTALLATION. Additional refundable payments may be required where service is extended and where customer occupancy is expected to be delayed. In such cases, for each additional customer served directly from the original contracted extension within five years from the date of its completion, the person who made the advance payment will receive proportionate refunds as additional customers take occupancy. The total of such refunds will in no event exceed the total refundable advance payment. Refunds will be made only for line extensions on private property to a single customer served directly from the original contracted facilities. T N N N N T T

5.3 SPECIAL FACILITIES

When requested by the customer, the Company will provide, if practicable, service through special facilities not normally provided under Section 5.1, STANDARD INSTALLATION. Common examples of special facilities are duplicate service facilities, special switching equipment, special service voltage, three phase service where single phase is adequate, excess capacity, capacity for intermittent equipment, trailer park distribution systems, underground installations to wood poles and other special undergrounding, and relocation or replacement of existing Company facilities. Charges will be made for such service in accordance with this rule.

The customer will execute an agreement or service form pertaining to the installation, operation, and maintenance of the facilities. Payments required will be made on a non-refundable basis and may be required in advance of construction unless other arrangements are agreed to in writing by the Company. The facilities installed by the Company shall be the property of the Company. Any payment by a customer will not entitle the customer to any ownership interest or rights therein. T T

Payment for special facilities may be required by either of the following methods, or a combination of these methods, as prescribed by the Company:

A. A single charge for the costs incurred or to be incurred by the Company due to such a special installation, or

B. A monthly charge of one-twelfth of the Company's annual fixed cost, plus cost of maintenance to provide such a special installation. The monthly charge will be discontinued if the special requested facilities are removed or if the customer eventually qualifies for the originally requested special facilities.

(Continued on Sheet No. 6-28)

5.4 AUTOMATIC PROTECTIVE LIGHTING SERVICE

When requested by a customer, the Company will provide area and directional units service to that customer, except a municipality or other governmental body if the service would be used for street lighting purposes. The Company will own, operate, and maintain the lighting unit including the fixture, lamp, ballast, photoelectric control, mounting brackets, and all necessary wiring. The Company will furnish all electric energy required for operation of the unit at the monthly rate per unit provided in the Company's rate schedule for Automatic Protective Lighting Service.

The Company will install a lighting unit on an existing utility owned wood pole upon which the Company's 120 volt or 277 volt lines are attached without an additional charge. Additional wood poles, overhead lines, guy, and anchor are available upon payment of the applicable one-time charge set forth below under Early Removal Temporary Service Charge. Optional Monthly Payments are available for requests for wood poles and overhead lines. A removal charge in the amount stated will be made if the customer discontinues service in less than three years.

Item	Optional Monthly Payment	Early Removal or Temporary Service Charge
Area Units		
100 Watt High Pressure Sodium		$65.00 per unit
400 Watt High Pressure Sodium		$85.00 per unit
Directional Units		
250 Watt High Pressure Sodium		$100.00 per unit
400 Watt High Pressure Sodium		$100.00 per unit
Wood Pole		
35 foot	$6.10 per pole	$150.00 per pole
Overhead Span	$3.60 per span	$125.00 per span
Guy		$65.00 each
Anchor		$60.00 each

(Continued on Sheet No. 6-29)

5.5 REPLACEMENT OF OVERHEAD WITH UNDERGROUND

A. General

The Company will replace its overhead facilities with underground facilities upon the request of a customer, a group of customers, or upon lawful order of a municipality. The requesting customer(s) or in the case of a lawful order, the benefited customers will be charged the value of the undepreciated life of the overhead facilities being removed and removal costs, less salvage, plus the additional cost, if any, incurred by the Company in installing its underground distribution system, including distribution laterals and service laterals, instead of an equivalent overhead system. In addition, payment for each service lateral will be charged in accordance with Section 5.1, STANDARD INSTALLATION. At the customer's expense, the customer must engage an electrician to convert or adapt the customer's electrical facilities to accept service from the underground facilities to be installed. The Company will not remove its existing overhead service to a customer until after a period of time reasonably adequate for the customer to make the necessary alterations in the customer's electrical facilities to accept underground service. T T T T T

B. Urban Renewal

In an urban renewal area wherein 75% or more of the buildings in each block are being demolished, and undergrounding of electric lines is required either by the urban renewal plan or by ordinance, the Company will place underground, at its own expense, only that portion of its overhead facilities (excluding distribution and service laterals) that distribute power from main feeder lines to serve new and existing buildings within the renewal area. Main feeder lines or transmission lines that pass through an urban renewal area and serve other areas will be relocated or undergrounded only if the requesting party arranges to pay such costs. Each customer will be charged by the Company for the installation of necessary underground distribution lateral or service lateral to the extent required in the Company's Section 5.1, STANDARD INSTALLATION. At the customer's expense, the customer must engage an electrician to convert or adapt the customer's electrical facilities to accept service from the underground facilities to be installed. The Company will not remove its existing overhead service to an undemolished building until after a period of time reasonably adequate for the customers to make the necessary alterations in their electrical facilities to accept underground service. T T

(Continued on Sheet No. 6-30)

5.5 REPLACEMENT OF OVERHEAD WITH UNDERGROUND (Continued)

C. Easements

All installations of underground facilities by the Company will be subject to the following conditions:

1. Perpetual easements will be granted to the Company at no cost to the Company whenever any portion of the underground distribution system is located on private land. Said private easements also will allow the Company access for inspection, maintenance, and repair of Company facilities.

2. The municipality will designate and reserve a definite area within the public ways for the installation and location of Company underground facilities. Once the Company facilities have been installed in such designated and reserved areas, if the municipality requires removal or relocation of such facilities for any reason, the municipality will reimburse the Company for the cost of such removal or relocation.

3. The Company will have full access to its facilities installed underground for the purpose of inspection, maintenance, and repair of such facilities, such right of access to include the right to open streets and alleys.

4. The municipality will give sufficient notice and allow the Company sufficient time to place its facilities beneath streets and alleys while the same are torn up for resurfacing. The municipality shall provide the Company with access to the torn-up streets or alleys during such period so that Company will have unobstructed use of sufficiently large sections of the public ways to allow installation of the underground facilities in an economic manner. Further, the municipality must reimburse the Company for its additional costs in tearing up any artificial surface in any alleys or streets for the purpose of initially undergrounding Company facilities.

(Continued on Sheet No. 6-31)

5.5 REPLACEMENT OF OVERHEAD WITH UNDERGROUND (Continued)

D. Customer Requirements
The following installation and conditions will be required of the customer:

1. Secondary Voltage Service supplied from an underground distribution lateral installation will require that the customer install, own, and maintain necessary conduits and secondary service conductors or bus duct to a point designated by Company within or adjacent to the secondary compartment of the transformer or vault. Company will make final connection of customer's secondary service conductors or bus duct to Company's facilities.

2. Secondary Voltage Service supplied from underground secondary service conductors may require that the customer install, own, and maintain necessary conduits on private property to a point designated by the Company at or near the property line. The secondary service conductors usually will be installed by the customer in his conduit; however, in some installations it may be preferred to have the Company provide a continuous installation from Company facilities through the customer conduit to his service equipment. In these installations, the customer must pay the total installed cost of the Company's cable installed on private property. The Company will make the final connection of the customer's secondary service connectors to the Company's facilities.

3. The customer will be subject to any charges imposed as a result of the conditions set forth in parts (B) and (C) under Section 5.1, STANDARD INSTALLATION.

5.6 SERVICE CONNECTIONS

The customer, without expense to the Company, will grant the Company right-of-way on the customer's premises for the installation and maintenance of the necessary distribution lines, service conductors and appurtenances, and will provide and maintain on the premises, at a location satisfactory to the Company, proper space for the Company's transformers, metering equipment, and appurtenances. T

The service conductors as installed by the Company from the distribution line to the point of connection with the customer's service entrance conductors will be the Company's property and will be maintained by the Company at its own expense.

The customer will provide for the safekeeping of the Company's meters and other facilities and reimburse the Company for the cost of any alterations to the Company's lines, meters, or other facilities necessitated by customer and for any loss or damage to the Company's property located on the premises. The exception is when such loss or damage is occasioned by the Company's negligence or causes beyond the control of the customer.

(Continued on Sheet No. 6-32)

5.7 TEMPORARY SERVICE

The following special requirement is prescribed to govern temporary service:

A customer taking temporary service (less than five years) will pay the rate applicable to the class of service rendered and will pay in advance the Company's calculated cost, figured on a time and material basis, of the installation and removal of the facilities, including the meter required to furnish the desired service, less the salvage value of such facilities.

The Company may require the customer to make an advance payment sufficient to cover the estimated cost of service as described above. N N

SECTION 6 CURTAILMENT OR INTERRUPTION OF SERVICE

6.1 REFUSAL OR DISCONTINUANCE OF SERVICE

With notice, the Company may refuse or discontinue for any of the following reasons: (1) failure to pay amounts payable when due pursuant to Commission rules, when the amount outstanding equals or exceeds the amount of the customer's deposit; (2) failure to meet the Company's deposit or credit requirements; (3) breach of contract for service; (4) failure to provide Company with reasonable access to its property or equipment; (5) failure to make proper application for service; (6) failure to comply with any of the Company's rules on file with the Public Utilities Commission; (7) if the customer has failed to furnish service equipment, and/or rights-of-way necessary to serve the customer as specified by the Company as a condition of service; (8) when necessary to comply with any order or request of any governmental authority having jurisdiction; and (9) when determined by the Public Utilities Commission as prescribed by relevant state or other applicable standards. T

Upon such notice as is reasonable under the circumstances, the Company may temporarily discontinue electric service when necessary to make repairs, replacements, or changes in the Company's equipment or facilities.

Without notice, the Company may disconnect electric service to any customer: (1) for unauthorized use or if the customer has tampered with the Company's equipment; or (2) in the event a condition appears to be hazardous to the customer, to other customers, to the Company's equipment, or to the public. Any discontinuance of electric service will not relieve the customer from customer's obligations to the Company

These are not the entire list of reasons for refusal or discontinuance of service, but are also subject to South Dakota Public Utilities Commission's rules, each reason by itself is sufficient to provoke refusal or discontinuance of service.

6.2 CURTAILMENT OR INTERRUPTION OF SUPPLY

Without notice, Company may curtail or interrupt service to any or all of its customers when, in its judgment, such curtailment or interruption will tend to prevent or alleviate a threat to the integrity of its power supply. In such event, the judgment of the Company will be deemed conclusive on all parties involved. The selection by the Company of the customers to be curtailed or interrupted will also be conclusive on all parties concerned, and the Company will be under no liability for any such curtailment or interruption. Any curtailment or interruption of supply will not relieve the customer from its obligations to the Company. T

(Continued on Sheet No. 6-35)

6.3 BUSINESS INTERRUPTION

If, for any cause not reasonably within the customer's control, including fire, explosion, flood, unavoidable accident, labor dispute, or government interference, the customer's electric load is substantially reduced because customer is partially or totally prevented from using all the electric service supplied by the Company, the Annual Minimum Demand Charge provision of customer contracts for the interruptible service rates shall be prorated to reflect the duration and level of customer's business interruption.

SECTION 7 COMPANY'S RIGHTS

7.1 WAIVER OF RIGHTS OR DEFAULTS

No delay by the Company in enforcing any of its rights may be deemed a waiver of such rights, nor may a waiver by the Company of any of a customer's defaults be deemed a waiver of any other or subsequent defaults.

7.2 MODIFICATION OF RATES, RULES, AND REGULATIONS

The Company reserves the right, in any manner permitted by law, to modify any of its rates, rules, and regulations or other provisions now or hereafter in effect.