



Electric Tariff

Applicable to

Island Energy



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RATE SCHEDULES

Rate Schedule CES-1:	Metered Small Commercial Electrical Service
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Rate Schedule CES-3:	Metered Large Industrial/Commercial Electrical Service
Rate Schedule CES-4:	Metered Very Large Industrial/Commercial Electrical Service
Rate Schedule RES-1:	Metered Residential Electrical Service
Rate Schedule RES-2:	Metered Residential Electrical Service (Over 4,500KWh)
Rate Schedule LS:	Lighting Service
Rate Schedule MLS:	Motor Load Service
Rate Schedule SE:	Service Establishment Fee
Rate Schedule MISC:	Project Charges and Fees
Rate Schedule NCE:	New Commercial Electrical Systems Reimbursement
Rate Schedule M:	Medical Residential Electrical Service Discount
Rate Schedule N:	Low Income Residential Electrical Service
Rate Schedule NEM:	Net Energy Metering Program
Rate Schedule ERE:	Exported Renewable Energy Program

1. GENERAL INFORMATION

A. TERRITORY SERVED

Island Energy, a municipal electric Utility (“the Utility”), and supplies all electric service for the entire area within the City of Vallejo city limits identified and referred to as “Mare Island”.

B. CONFIDENTIALITY OF CUSTOMER INFORMATION

The Utility will maintain the confidentiality of all customer information, including identification information and all data associated electric service and / or other related Utility service consumption. Customers may request such information for their own use in writing from the Utility, and such data will be provided in a timely manner.

C. ELECTRIC MEASUREMENT

Measurements will be made by use of a standard electric meter furnished by the Utility unless otherwise specified on the rate schedules.

D. CONTRACTS

Whether or not these Tariffs require a written contract, the Utility may require, in its sole discretion, a Customer to enter into a written contract as a condition to providing service. Contracts will be required when service is delivered under different rates, terms and conditions than set forth within the Tariff, in which event the Customer and the Utility shall acknowledge that the contract is in lieu of normal service.

E. INFORMATION AVAILABLE TO CUSTOMERS:

1) Tariffs

A copy of the Island Energy Gas and Electric Tariffs are available at the Utility’s office at 440 Walnut Avenue on Mare Island during normal business hours and can also be viewed online at www.islandenergy.com

2) Electric Service Rate Schedules

The rates to be charged by the Utility for electric service will be the rates in effect and at that time, as included in this Tariff document, on file in the Utility’s office and online at: www.islandenergy.com

3) Utility Standards

The Utility follows PG&E approved standards for all materials, design, construction, and services as documented in the PG&E’s Greenbook.

2. DEFINITIONS

Applicant: A person or entity requesting the Utility to supply electric service, relocate electric facilities, or upgrade electric facilities.

Billing Period: A period of time during which Utility services are measured and for which such services are invoiced to Customers. The billing period will generally be between 27 and 33 calendar days.

Cabling: Conductors, connectors, switches, and auxiliary equipment, as required by the Utility for construction of distribution facilities, connection to the Utility, relocation of facilities, or upgrade of electric facilities.

Conduit: Ducts, pipes or tubes of certain metals, plastics and other materials acceptable to the Utility, for the installation and protection of electric wires or cables. This shall include concrete encasements unless otherwise specified by the Utility's standards.

Customer: The person or entity in whose name service is rendered as evidenced by the signature on the application, contract, or agreement for that service, or, in the absence of a signed instrument, by the Utility's receipt of payment of bills regularly issued in that person's name.

Customer Generator: A Customer who uses a renewable electrical generation facility with a total capacity of not more than one megawatt, that is located on the customer's owned, leased, or rented premises, and is interconnected and operates in parallel with the electrical grid, and is intended primarily to offset part or all of Customer's own electrical requirements, consistent with Public Utilities Code section 2827(b)(4).

Customer Service Point: The point of connection where the facilities of the Utility and the wiring of the Customer's premises meet and are connected.

Developer: A company (or individual) which develops land or changes and enhances the use of a parcel of land or an existing building for some new purpose within the service area of Utility.

Electronic Transfer: Paper-less exchange of data and/or funds, usually involving computer and telecommunications technology.

Eligible Expenses: Eligible Expenses are defined as electrical equipment purchase expenses incurred in the installation of new commercial electrical distribution systems, including transformers, switches and electric cabling, but not the relocation or rearrangement of the existing electrical system, pursuant to a Working Contract. Eligible Expenses do not include expenses incurred under the Working Contract for excavation, conduits, substructures and protective structures. Applicant shall remain

responsible for the cost of all relocation, rearrangement and removal work, unless the work qualifies for reimbursement under Section 6.L.

Inevitable Accident: An occurrence causing an interruption in service which is outside of the control of the Utility and which the Utility could not have prevented by the Utility's reasonable diligence in its operation of the subject facilities. Occurrences caused by the age of the Utility systems shall not be deemed preventable.

Mailed: Any notice or other communication will be considered "mailed" when it is sent electronically (email, text or other electronic format) or enclosed in a sealed envelope, properly addressed, and deposited in any United States Post Office box, postage prepaid. The postmark date for notices or other communication sent electronically will be considered the date the communication was sent.

Maximum Demand: The maximum demand shall be the average kilowatt input during the fifteen-minute interval in which the consumption of electric energy is greater than during any other fifteen-minute interval in the billing period as indicated or recorded by instruments installed, owned and maintained by the Utility. In the case of hoists, elevators, furnaces, or other loads where the energy demand is, in the Utility's opinion, intermittent or subject to violent fluctuations, the Utility may base the maximum demand on a 60 second, or 5 minute, interval instead of a fifteen minute interval. If the maximum demand has not been measured by Utility, it may be determined by test, or estimated, at the option of the Utility.

Mixed Use Residential/Commercial Development: Any development which incorporates both residential and commercial uses i.e. first floor retail or educational and second or third floor residential.

Net Energy Metering: Measuring the difference between the energy supplied through the electric grid to the Customer and the energy generated by an Eligible Customer-Generator and fed back to the electric grid over a 12-month period, as described in subdivisions (c) and (h) of California Public Utilities Code Section 2827.

Net Surplus Customer-Generator: An Eligible Customer-Generator that generates more energy in a 12-month period than is supplied by the Utility to the Eligible Customer-Generator during the same 12-month period.

Net Surplus Energy: All energy generated by an Eligible Customer-Generator measured in kilowatt-hours over a 12-month period that exceeds the amount of energy consumed by that Eligible Customer-Generator.

Net Surplus Energy Compensation: Compensation, either monetary or as a billing credit, at a per kilowatt-hour rate, offered by the Utility to the Net Surplus Customer Generator for Net Surplus Energy.

New Permanent Load: A New Permanent Load is a new load resulting from and/or benefited by the improvement or expansion of the existing electrical system pursuant to a Working Contract.

Paid or Payment: Funds received by the Utility through postal service, the Utility payment office, credit card payments to the Utility , or deposited in the Utility bank account by electronic transfer.

Premises: All of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises and public or quasi-public institutions, by a dedicated or undedicated street, highway or other public thoroughfare or a railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the premises served. In the case of premises on which a master meter is installed, premises shall refer to all of those residences, dwelling units, mobile home spaces, stores, offices or other places of business for which the consumption of electricity is measured and assessed by the master meter.

Primary: Electric service that is taken at or above 2 kilovolts, but below 25 kilovolts provided that the service is taken from regularly available service voltages. The Utility retains the right to change the voltage level that is to be considered to be regularly available upon reasonable notice to the Customer.

Protective Structures: Are curbs, fences, retaining walls, grading, sound barriers, posts, barricades and other structures as required by the Utility to protect its facilities or equipment.

Ready Access to Premises: Access to the Utility's facilities made available by the Customer or Applicant in a manner that is safe and unobstructed to the Utility personnel and vehicles. The Utility personnel will not come in contact with unrestrained animals while accessing Utility equipment. The Utility will have unobstructed ability to reach all Utility equipment

Renewable Electrical Generation Facility: A facility that generates electricity from a renewable source listed in paragraph (1) of subdivision (a) of Section 25741 of the California Public Resources Code including biomass, solar thermal, photovoltaic, wind, geothermal, fuel cells using renewable fuels, small hydroelectric generation, digester gas, municipal solid waste conversion, landfill gas, ocean wave, ocean thermal, or tidal current, and any additions or enhancements to the facility using that technology.

Secondary: Electric service that is taken below 2,000 volts and service that does not qualify as primary.

Substructures: The surface and subsurface structures necessary to contain or support the Utility's electric facilities. These include, but are not limited to such items as splice boxes, pull boxes, equipment vaults and enclosures, foundations or pads for surface mounted equipment.

Temporary Service: Service for enterprises or activities which are temporary in character or where it is known in advance that service will be of a limited duration. Service which, in the opinion of the Utility, is for operations of a speculative character

or the permanency of which has not been established, also is considered temporary service.

Vessel: A means of transportation on water used for recreational, navigational or commercial purposes.

Working Contract: The Working Contract shall be that contractual agreement entered into by and between the Utility and an Applicant for performing electrical transmission or distribution system work under these Tariffs.

3. ELECTRIC SERVICE

A. DESCRIPTION OF SERVICE

1) General

The character of service available at any particular location should be ascertained by inquiry at the Utility's office. The Utility's rate schedules are applicable for service where the Customer purchases its entire electrical requirements from the Utility, except when such rate schedules specifically provide otherwise. Alternating current service of approximately 60-cycle frequency will be supplied. Voltages referred to in the Tariff schedules are nominal voltages.

2) Utility Phase and Voltage Specifications

a) Standard Voltages

Standard voltages of the Utility are as follows:

(i) Transmission Voltages

Voltages of 115,000 volts and above are transmission voltages. For its operating convenience, the Utility may elect to supply a Customer from lines of transmission voltage.

(ii) Primary Voltages

Primary voltages are 12,000 volts, where available and applicable.

(iii) Secondary Voltages

Secondary voltages are 120, 120/208, 120/240, 240, 480, 277/480, 2400, 4160 and 6930 volts, where available and applicable.

(iv) Customer Utilization Voltages.

All Customer-owned utilization equipment must be designed and rated in accordance with the following utilization voltages specified by the American National Standard C84.1 if Customer equipment is to give satisfactory performance:

Normal Utilization Voltage	Minimum Utilization Voltage	Maximum Utilization Voltage
120	110	125
208	191	216
240	220	250
277	254	289
480	440	500

The difference between the service and utilization voltages describe voltage drop in Customer wiring and Utility operations.

b) Single-phase Service

- (i) For 120-volt services the maximum connected load allowed is one 15 amp plus one 20 amp branch circuit. The maximum motor allowed is a 1-1/2 hp motor.
- (ii) For 120/208 volt services the maximum connected load is a 400 amp main switch. Where the Utility maintains 4-wire connected service, the single-phase service shall be limited to a 100 amp main switch.
- (iii) For 120/240 volt services the maximum connected load is a 400 amp main switch. The maximum motor load allowed is a 10-hp motor.
- (iv) For 480 volt services the minimum connected load is 15 kVA and the maximum connected load shall be a 400 amp main switch unless prior Utility approval is obtained.
- (v) For 2400 volt services, and above, the minimum connected load and the maximum connected load will vary by location and will be subject to Utility approval.

c) Three-phase Service

(i) Minimum Connected Load

The minimum connected load requirement for 3-phase service is dependent on the nature and availability of the Utility's facilities at any specific location.

Volts	Maximum Demand Allowed	Maximum Main Switch Capacity Allowed
208	1,000 kVA	4,000 amperes
240	1,000 kVA	4,000 amperes
480	3,000 kVA	4,000 amperes
> 480	varies by location	varies by location

(ii) Balanced Loads

Loads on 3-phase service must be balanced between phases in accordance with good engineering practice, as determined by the Utility. In no cases will the load on any one phase exceed twice that on any other phase.

(iii) Excess Load

Loads in excess of the above stated loads may be served at the Utility's discretion. Check with the Utility for specifications required.

(iv) Utility Authority to Modify Specifications

The Utility may modify the voltage and phase specification due to service conditions at the location involved.

(v) Utility Authority to Limit Motor Size

The Utility may limit the size, and other characteristics, of the largest motor that may be operated in any part of its system.

3) Electric Service Protection Requirements

a) Motor Protection and Equipment

- (i) Motors and related equipment shall be equipped by the Customer to avoid any damage due to power outages and restorations of service, power surges, or high or low voltage fluctuations.
- (ii) Motors shall be equipped with protective equipment needed to protect against damage due to overheating.
- (iii) Three-phase motors shall be equipped to protect against damage due to reverse-phase and open-phase conditions.

b) Allowable Motor Starting Currents

The starting current drawn from the Utility's lines shall be considered the nameplate locked rotor current, or that guaranteed by the manufacturer. At its option, the Utility may determine the starting current by test, using a stop ammeter with not more than 15% over swing; or an oscillography disregarding the value shown for the first 10 cycles subsequent to energizing the motor.

The maximum connected load by service shall include, in the case of motor load, the starting current drawn from the Utility in addition to all other load.

At the Utility's sole discretion, the Customer may be required, at the Customer's expense, to install reduced voltage starting or other suitable means that limit the starting current to any motor.

c) Welder Service

Where electric welders are served the Utility may bill the Customer for any applicable demand charges based on the a 60 second, 5 minute, or 15 minute integrated demand basis in lieu of the normal demand billing period.

d) Power Factor

The Utility may require the Customer to provide, at the Customer's expense, equipment to increase the operating power factor at the Utility's service connection point to the Customer to not less than 90%, lagging or leading.

The Utility, at its sole discretion, shall be authorized to install kVAR metering along with kW metering where the Customer is, in the Utility's opinion, of

sufficient size and may have a power factor such that billing in this manner is appropriate.

e) Wave Form

The Utility may require that the waveform of current drawn by Customer equipment of any kind be in conformity with good engineering practices (such as the requirements of the Institute of Electrical and Electronics Engineers' (IEEE) Recommended Practice 519).

4) Interference with Electric Service

a) Voltage Fluctuations

Customers who operate equipment that causes detrimental voltage fluctuations (including, but not limited to hoists, welders, radio transmitters, X-ray apparatus, elevator motors, compressors, and furnaces) must reasonably limit such fluctuations upon request by the Utility or discontinue service at the request of the Utility. The Customer will be required to provide corrective measures necessary to limit voltage fluctuations at its expense. Any damage resulting from voltage fluctuations shall be the responsibility of the Customer causing such fluctuations.

b) Arc Furnace

Any arc-furnace service installations are subject to the Utility's approval.

c) Current Imposition

Any Customer who superimposes a current of any frequency upon any part of that Customer's electrical system, other than the current supplied by the Utility, shall at that Customer's expense, prevent the transmission of such current beyond the Customer's electrical system.

d) Good Engineering Practice

Customers shall at all times comply with good engineering practices (such as the requirements of the Institute of Electrical and Electronics Engineers (IEEE) Recommended Practice 519) in order to minimize any detrimental voltage disruption.

B. TEMPORARY SERVICE

The Utility shall, upon determining that such Temporary Service will not result in undue or adverse hardship to its existing Customers, such as a condition of limited system capacity or excessive voltage drop, furnish Temporary Service under the following conditions:

1) Estimated Cost

The Temporary Service Applicant shall pay, in advance or otherwise as required by the Utility, the estimated cost of installation, plus the estimated cost of removal,

less the estimated salvage of the facilities necessary for furnishing electrical service.

2) Applicant Credit

The Applicant shall establish credit as required by Section 4.B, except that the amount of deposit prescribed by Section 4.C shall not exceed the estimated bill for the duration of service.

C. SHORTAGE OF ELECTRICAL SUPPLY / INTERRUPTION OF SERVICE

1) Shortage and Interruption

The Utility will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of electric energy to the Customer, and to avoid any shortage or interruption of delivery of same. The Utility will not be liable for interruption or shortage or insufficiency of supply, or any loss or damage occasioned thereby, if same is caused by Inevitable Accident, Act of God, fire, strikes, riots, war or any other cause not within its control. It shall be deemed to be beyond the control of the Utility where the interruption is due to an unanticipated failure of any part of the Utility's systems.

2) Temporary Suspension for Repairs

The Utility, whenever it shall find it necessary for the purpose of making repairs or improvements to its system, will have the right to suspend temporarily the delivery of electric energy. In all such cases, reasonable notice as circumstances will permit will be given to the Customer by telephone, communications mailed to the Customer, or publication in a local paper, and the making of such repairs or improvements will be prosecuted as rapidly as may be practicable, and, if practicable, at such times as will cause the least inconvenience to the Customers. In the event of a planned suspension of service for repairs or improvements where the Utility has complied with the notice provisions of this Section or the Customer otherwise receives actual notice, Utility shall not be liable for interruption or shortage or insufficiency of supply, or any loss or damage occasioned thereby.

3) Apportionment of Supply during Time of Shortage

Should a shortage of supply ever occur, the Utility will apportion its available supply of electricity among its Customers in the manner that appears to the Utility to be most equitable under conditions then prevailing.

4) Liability of the Utility for Shortage / Interruption

The Utility shall not, by acting pursuant to any portion of this Section, or any other provision of these Tariffs, be liable for any loss, damage, or injury, established or alleged, which may result or be claimed to result there from. In no event shall the Utility be responsible for consequential, indirect, special, incidental, punitive or exemplary damages, or damage or loss caused by reason of loss of use, loss of profits or revenues, or cost of capital.

D. ELECTRIC SERVICE TARIFF COMPLIANCE

1) Unauthorized Use

The Utility may discontinue service if the acts of the Customer or the conditions upon his/her premises indicate intent to deny the Utility full compensation for services rendered, including, but not limited to, tampering or unauthorized use.

2) Use of Service Detrimental to Other Customers

The Utility will not provide service to electrical equipment, the operation of which will be detrimental to other electric service, using commonly accepted Industry Standards including, but not limited to, those published by the National Fire Protection Association (NFPA), Institute of Electrical and Electronic Engineers (IEEE), and the National Electrical Manufacturers' Association (NEMA), and will discontinue electric service to any Customer who continues to operate such equipment after being notified by the Utility to discontinue operation.

3) Fraud

The Utility may refuse or discontinue service if the acts of the Customer or condition on his/her premises indicate intent to defraud the Utility.

4) Non-Compliance with the Utility's Tariffs

The Utility may discontinue service to a Customer in the event that Customer fails to comply with any provision of its Tariffs if, after written notice delivered to the Customer's billing address of premises, the Customer fails to comply with the notice within seven (7) days. This notice may be waived when, in the opinion of the Utility, either a dangerous condition has been discovered or a bona fide emergency is found to exist on a Customer's premises, or in the case of a Customer utilizing the service in such a manner as to make it dangerous for occupants of the premises, thus rendering the immediate discontinuance of service to the premises imperative.

5) Liability

The Customer shall be and remain liable for any and all damages caused to the Utility facilities or to third parties as a result of Customer's failure to comply with the requirements of these Tariffs or the proper use of Customer's equipment.

Nothing in any of these Tariffs is intended to create any new or additional liability to the Utility beyond that required by statute. It is the intent of the Tariffs to limit the liability of the Utility to the greatest extent allowed by law, and to maintain for the Utility all applicable immunities and defenses allowed by law.

The Utility shall have no liability for any damage, loss or injury caused in whole or part by Applicant's or Customer's active or passive negligent act or omission or reckless, wanton or intentional act.

All of Applicant's or Customer's duties under each of these Tariffs involving safety, maintenance, repair or installation of facilities, including any duty to give notice to the Utility of conditions of the Facilities, shall also constitute a duty from the Applicant or Customer to all third parties with respect to those facilities, regardless of who owns or controls the facilities. Applicant's or Customer's failure to comply with these Tariffs shall constitute a breach of duty to any injured or damaged third party, and Applicant or Customer shall be liable to any injured or damaged third party for any such injury or damages.

If any portion of any of these Tariffs is determined by a court of competent jurisdiction to be illegal, it shall be severed from these Tariffs and all other portions of these Tariffs shall remain in full force and effect. Each and every section of these Tariffs would have been adopted separately, even if any other section of the Tariffs had not been adopted.

6) Indemnification

The Customer or Applicant shall defend, indemnify and hold harmless Utility against any claim, demand, loss or liability arising out of or related in any way to Utility's electrical equipment or facilities located on Customer's or Applicant's premises, to the fullest extent allowed by law. This duty to defend, indemnify and hold harmless shall arise even in the case of the active or passive or sole negligence of Utility, or Utility's reckless, wanton, malicious, fraudulent or intentional acts or omissions.

4. APPLICATION FOR SERVICE

A. APPLICATION

1) General

- a) A Utility application for electric service is required. Each Applicant for service may be required to sign an application form provided by the Utility. The application forms may vary depending upon the type of service requested by the Applicant. Applicants desiring special rates and/or services may be required to complete additional forms and/or contracts in accordance with the Utility's applicable Tariffs.
- b) The application is a request for service and it does not bind the Utility to serve except under its Tariffs and under reasonable conditions. The application does not bind the Applicant to take service for a longer period than the minimum requirement of the Utility's Tariffs. The service Tariffs constitute the terms and conditions of the agreement between the Utility and the Customer for service rendered, unless otherwise agreed to in writing.
- c) Pursuant to the Tariffs, the Utility may at its sole discretion assess the Applicant's ability to pay its electricity charges. Such assessment may include a credit check initiated by the Utility at the Applicant's expense, contact of commercial references, or other measures, as discussed and agreed between the Utility and Applicant.

2) Information Required on Application

In addition to the information the Utility may require from Applicants to establish credit, all Applicants shall provide such other information as the Utility may reasonably require for service.

This information includes, but is not limited to, the legal name of the Applicant(s), the name of the Applicant's spouse or other adults residing at the premises, the service address, billing address, date service is wanted, whether electric service has previously been supplied to the premises, whether Applicant is the owner, agent or tenant of the premises, and the rate schedule desired (if optional schedules are available).

In addition, the Applicant may be required to provide information necessary to the design, installation, maintenance and operation of the Utility's facilities, including the proposed end use(s), the connected load, the number of residential dwelling units/spaces, the size or character of the appliance or apparatus to be installed, and other information required under the Utility's applicable Tariffs.

The Utility may also request credit information and authorization to run a credit check. Commercial and industrial accounts will be required to provide their North America Industrial Classification System (NAICS) Code(s).

3) Changes in Load or Operation

It is the Customer's responsibility to notify the Utility in writing within 15 days if the Customer makes any change in the connected load, in the number of residential dwelling units/spaces, or in the size or character of its appliances or apparatus. Such change(s) may require a new application for service and/or a change in the Utility's service facilities and may result in the Customer being transferred to a different Tariff schedule and payment obligations for service upgrades.

4) Joint and Several Liability for Service / Beneficial Use

Where two or more Applicants join in one application or contract for Utility service, they shall be jointly and severally liable under the terms of the application/contract and shall be billed by means of a single periodic bill mailed to the Customer designated to receive the bill.

Whether or not the Utility obtained a joint application or contract for residential service, where there is evidence that an adult(s) other than the Applicant resided at the premises and benefited from Utility service, the other adult(s) and the Applicant shall be jointly and severally liable for service rendered while such other adults resided at the premises.

5) False or Inaccurate Information

The Utility may refuse to provide service or may discontinue or disconnect service and/or may re-bill the account when:

- a) Information provided to the Utility on the application is false, incomplete, or inaccurate; or
- b) The Applicant has applied for service under a fictitious name or under the name of another to avoid payment of any Utility bill; or,
- c) that the Applicant has requested service in his/her legal name to assist another in avoiding payment of any Utility bill; or;
- d) The Applicant and/or other adults residing with the Applicant have received the benefit of service without paying for it and are attempting to change the name on the account to avoid payment of any Utility bill.

In the event of a re-bill, the Utility shall provide the Customer with the reason for such a re-bill.

B. ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT

Each Applicant for metered service is required to establish their credit to the satisfaction of the Utility before service will be rendered.

1) Establishment of Credit

The Applicant's credit will be deemed established, if:

- a) Applicant is the owner of record of and occupier in-fact of the premises upon which the Utility is requested to furnish service.

- b) Applicant makes a cash deposit with the Utility to secure the payment of any bills for service to be furnished by the Utility under the application as provided in Section 4.C.
- c) Applicant has previously been a Customer of the Utility and has paid all bills for service for a period of 12 consecutive months immediately prior to the date when the Applicant for service previously ceased to take service from the Utility, provided such service occurred within two years from date of the new application for service.

2) Re-establishment of Credit

- a) An Applicant who has been an electric Customer of the Utility and whose service has been discontinued for failure to pay their electric bills within the last 12 months of service may be required to re-establish their credit by making the regular cash deposit.
- b) A Customer who fails to pay bills as provided in Section 4.D may be required to pay said bills and re-establish credit by depositing, in cash, the amount provided for in Section 4.C.1.b. The requirement for the re-establishment of credit will apply regardless of whether or not service has been discontinued for such non-payment.
- c) Where the financial condition of a Customer has changed so that the Customer represents a potential credit risk; or where the Utility has received information that a Customer has left another Utility's service territory with a bill that was unpaid 90 days or more after the billing date, the Customer may be required, as a condition of continued service, to re-establish credit pursuant to Section 4.C.1.b.

C. DEPOSITS

1) Amount of Deposit

a) Establishment of Credit

The amount of deposit required to establish credit may be established by the Utility pursuant to an assessment of the Applicant's credit worthiness.

(i) Commercial

For commercial accounts covering gas and/or electric service, a deposit is required, the amount of which shall normally be twice the Customer's maximum monthly bill, but no more than three times the Customer's monthly average bill, as estimated by the Utility for a business of similar size and character.

(ii) Residential

For residential accounts covering gas and/or electric service, a \$200 deposit will apply. This amount is deemed to be no more than twice the average monthly bill of an Island Energy residential customer.

The Utility will have sole discretion in determining the deposit amount, provided that the Utility will not exercise undue economic hardship on Applicants.

b) Re-establishment of Credit

The amount of deposit required to re-establish credit shall normally be twice the maximum monthly bill, but may be as high as three times the Customer's maximum monthly bill, as determined by the Utility and in conformance to the rules stated in Section 4.C.1.

In addition, the Customer will be required to pay all amounts in arrears, all late payment fees, and a re-connection fee of \$15.00 if service has been disconnected.

If service has been disconnected by any action other than the removal of a meter the reconnection fee shall be \$250.00 instead of \$15.00. These fees shall be doubled if reconnection is requested by the Customer during times outside of normal work hours.

c) Return of Deposit

The Customer's deposit will be applied to the Customer's bill during the first billing period after one (1) full year has elapsed, provided that the Customer has paid all Utility bills on time and in full for the prior twelve months.

d) Retention of Deposit

The Utility may retain the deposit longer than one (1) year if a Customer demonstrates late payment practices. If the service is discontinued by request of the Customer while a deposit is held, then the balance of any deposit remaining after the closing bill for service has been settled will be returned to the Customer by draft.

Any overdue bill may be deducted from the deposit and the service may be discontinued until the deposit is restored to the original amount. No interest will be earned on deposit.

D. RENDERING AND PAYMENT OF SERVICE BILLING

1) Rendering of Bills

Bills for service will be rendered either once a month, or as otherwise required for opening and closing bills, or as provided under applicable Tariff.

For billing purposes, each meter upon the Customer's premises will be considered separately and readings of two or more meters will not be combined.

2) Basis of Usage Used in Billings

a) All Customers who receive metered service will be billed monthly. Meters are automatically read at regular intervals; each bill will be based on meter registrations, except as otherwise provided for herein.

b) Estimated consumption may be used as the basis for billings, except for the month ending with the actual meter read. The actual meter registrations shall be used, less the estimated consumption used to calculate the previously estimated bills.

c) If the Utility is unable to read the Customer's meter for technical or other reasons, the Utility may bill the Customer for estimated consumption during the billing period, and make any necessary corrections when a reading is obtained. Estimated consumption for this purpose will be calculated considering the Customer's prior usage, the Utility's experience with other Customers of the same class in that area, and the general characteristics of the Customer's operations. Adjustments for any underestimate or overestimate of a Customer's consumption will be reflected on the first regularly scheduled bill rendered and based on actual reading following the period of estimation.

d) Customer Requested Meter Re-reads

When a Customer requests that the Utility re-read the same meter, after a meter reading has taken place on the normal reading date, the Utility will charge the Customer \$15.00. The \$15.00 charge will be returned to the Customer if upon re-reading the meter is found that the meter was read inaccurately such that the Customer was over-billed.

3) Payment of Bills

Bills for service are due and payable upon presentation. Payment shall be delivered to the office of the Utility by mail, phone, by electronic funds transfer (EFT) or delivered to an authorized individual of the Utility. Bills rendered where the Customer's service is being removed, where the Customer is vacating the premises, or where the Customer is discontinuing the service shall be paid on presentation.

4) Form of Bill Transfer

At the mutual option of the Customer and Utility, bills may be transferred to Customers electronically (EFT). Customers requesting this service may be required to complete additional forms and agreements. Either party may discontinue electronic transfers with a 30 day written notice.

5) Late Payment Fee

a) Late Payment Fee for Residential and Commercial Accounts

For residential and commercial accounts, unpaid balances on bills not received within twenty (20) days after being mailed to the Customer shall be subject to a late payment fee of \$15 or 3 percent (3%) of the unpaid balance of the original bill, whichever is more.

b) Late Payment Fee for Municipal Accounts

For municipal accounts, unpaid balances on bills not postmarked or received within twenty-five(25) days after being mailed to the customer may be subject to a one and one-half percent (1 ½%) late payment fee or penalty.

c) Late Payment Fee for State Agencies

Where an account serves a state agency and payment is not received within 50 calendar days after the date of mailing of a bill, the late payment charge

applicable to that account will be at a rate of one (1%) percent above the rate accrued on June 30th of the prior year by the Pooled Money Investment Account (PMIA), but not to exceed 15 percent, all as set forth in Government Code Section 926.17(b)(1). Such rate may be applied to and accrue on a state agency account only after 50 days from the date the bill was mailed. The State of California shall be responsible for notification to the Utility as to which accounts serve state agencies. The provision of the above paragraph shall apply only after such notification.

d) Late Payment Fee for Large Government Contractors

Where a customer derives majority of his/hers revenue from contracts with agencies of the United States of America government and its average monthly Utility bills, summed across all of its Utility accounts with Island Energy, in excess of \$25,000 may apply to the Utility for designation as a large government contractor. Island Energy reserves the right to perform a full credit check prior to designating a customer as a large government contractor. For accounts held by large government contractors, unpaid balances on bills not received with fifty (50) days after being mailed to the Customer shall be subject to a late payment fee of three percent (3%) of the unpaid balance of the original bill and shall be subject to the Discontinuation of Service provisions in the Utility's Tariff.

6) Returned Checks

Bills paid by a check that is dishonored, shall be subject to \$25 returned check charge. This charge will be added to the Customer's bill for each occurrence.

7) Additional Service Charge

The Utility may require the payment of an additional collection charge if the Utility sends an authorized representative to the Customer's premises to:

- a) Effect collection of or,
- b) Discontinue service for non-payment on a past due account.
- c) The collection charge shall be twenty-five (\$25) per visit to the premises.

8) Waiving of Minimum Bills

In case the Customer is unable to use the Utility's service by reason of civil protests, strikes, accidents, fires, or any cause beyond the Customer's control, the payment of the minimum charge may be waived by the Utility during the time the Customer is unable to use such service.

E. DISPUTES

1) Disputed Bill

- a) When a Customer disputes or questions their bill, they should first request an explanation from the Utility. If the Customer thereafter believes they have been billed

incorrectly they will be required to, bring or send the bill and a statement supporting their belief that their bill is not correct to:

Island Energy
440 Walnut Avenue
Mare Island, CA 94592-0001

- b) To avoid having service turned off during the dispute the Customer must enclose payment for the full amount of the bill made out to Island Energy. If the Customer is unable to pay the amount in dispute, they must inform the Utility verbally or in writing of their inability to pay. Utility service will remain on until the Utility completes its review of the Customer's bill. The Utility will review the basis of the amount billed and communicate the results of its review to the Customer within 10 working days of receipt of the Customer's statement of dispute.
 - c) If it is found that the Customer's bill was not overstated by more than 2%, the Customer's payment will be disbursed accordingly, and the Customer will be assessed for a Twenty Five Dollar (\$25) disputed bill charge during the next billing period.
 - d) If it was found that the Customer's bill was overstated by more than 2%, the Utility will bear the cost of the investigation, and the Customer's overpayment will be promptly refunded or credited to the next month's bill, per the Customer's choice.
- 2) Termination When Bill is Disputed

A Customer, who does not pay the full amount due, even when subject to dispute, shall be subject to the same termination for non-payment terms and conditions as any other Customer not disputing their bill.

F. DISCONTINUANCE OF SERVICE

- 1) Customer's Request for Service Discontinuance
- a) When a Customer desires to terminate their service, they shall give the Utility notice in writing two days before the desired termination date. . A Customer may be held responsible for all service furnished at the premises until two days after receipt of such notice by the Utility, or until the date of termination specified in the notice, whichever date is later.
 - b) In the event that a Customer terminates service under any rate schedule and re-initiates service under the same, or any other, rate schedule at the same location within 12 months, there will be a reconnection charge equal to the minimum charge which would have been billed had the Customer not terminated service.
- 2) Non-Payment of Bills
- a) A discontinuance of service notice for nonpayment of a delinquent account will be given in accordance with Section 5.A.2.
 - b) A Customer's service may be discontinued for non-payment of a bill for service provided at any location served by the Utility if that bill is not paid in accordance with these Tariffs.

- c) If a Customer is receiving more than one service, any or all services may be discontinued when any service, regardless of location, is discontinued for non-payment.
- d) Prior to terminating service for non-payment of bills to Multiple Occupancy Residential Buildings, Mobile Home Parks, and single-family residences where occupant is a renter, all procedures as required by law will be followed.
- e) The Utility will not terminate service to a Customer on any Saturday, Sunday, legal holiday, or at any time during which the business offices of the Utility are not accessible to the public. Service wrongfully terminated shall be restored without charge for the restoration of service, and a notification thereof shall be mailed to the Customer at the billing address.

3) Unsafe Equipment

The Utility may deny or discontinue service to a Customer when

- a) The Utility determines, using commonly accepted industry standards including, but not limited to, those published by the National Fire Protection Association (NFPA), Institute of Electrical and Electronic Engineers (IEEE), and the National Electrical Manufacturers' Association (NEMA), that the premises' wiring, or other electrical equipment, or the use of either, is unsafe, or;
- b) Any governmental agency, authorized to enforce laws, ordinances, or regulations involving electrical facilities and/or the use of electricity, notifies the Utility in writing that the Customer's electrical facilities and/or use of electricity is unsafe or not in compliance with such laws, ordinance, or regulations.

4) Communications about Unsafe Equipment

- a) At the time of denial or discontinuance of service as stated in Section 4.F.2, the Utility will:
- b) Post a written notice, stating the reason for denial or discontinuance and referring to this rule, at a conspicuous place at the premises, or;
- c) Personally, deliver the written notice to the occupant of the premises, and
- d) Within 24 hours of service termination or denial of service, send a copy of the written notice to the Customer in the mail to the billing address.

5) Restoration of Service

The Utility will not connect or restore service until:

- a) The Utility determines the Customer's electrical wiring or equipment, or the use of either, has been made safe, or
- b) The Utility has received written notice from the appropriate governmental agency that the premises meet applicable laws, ordinances or regulations. It is the Customer's responsibility to resolve any matter with a governmental agency.

6) Responsibility for Inspection

- a) The Utility does not assume any responsibility for inspecting or repairing the

Customer's wiring or other equipment or any part thereof and assumes no liability therefore.

5. NOTICES

A. NOTICES TO CUSTOMERS

1) General

When notices from the Utility to a Customer are required, they will be given in writing, either mailed, as defined in Section 2 (“Mailed”), to the Customer's mailing address, or delivered to Customer's service address, except that in emergencies the Utility may give verbal notices in person or by telephone.

2) Termination of Service Notice

- a) Monthly bills for service are due and payable upon presentation and will be considered late if full payment is not received by the Utility by the first day of the following month.
- b) If full payment is not received prior to the date of the next bill, a Termination of Service Notice for nonpayment of a delinquent account will be included on the next monthly bill setting forth the date for termination as the first day of the following month.
- c) An additional notice will be sent to the service address when the occupants are renters and not responsible for the Utility bill. Additional notice will include information on renter's legal rights should Utility not receive payment.
- d) When no payment has been received by the Utility prior to two days before the termination date set forth in subsection a. above a written final service termination notice shall be posted in a conspicuous place at the premises at least forty-eight (48) hours prior to termination of service.

Example of Timing for Termination of Service Notices:

A Utility bill for Customer usage during the month of March will be mailed on April 9th. A bill will be considered late if full payment is not received by May 1st.

If full payment is not prior to May 9th, the date of the next bill, a Termination of Service notice will be included on that bill setting forth the date of termination as June 1st.

If full payment for the April 9th bill has not been received by May 29th (2 days prior to termination date), a final service termination notice shall be posted at the premises. If full payment for the April 9th bill is not received by noon on June 1st, service will be terminated.

- e) Prior to terminating service to Multiple Occupancy Residential Buildings and Mobile Home Parks, all procedures as required by law will be followed by the Utility.
 - f) The Utility reserves the right to report any delinquency of payment to any appropriate credit reporting agencies and potential new Utility providers.
- #### 3) Third-Party Notification
- a) For residential Customers who are 65 years of age or older, or who are “dependent adults” as defined in section 15610.23 of the Welfare and Institutions Code (generally

one who has physical or mental limitations that restrict his or her ability to carry out normal activities or to protect his or her rights), a third-party notification service, whereby the Utility will attempt to notify a person designated by the Customer to receive notification when the Customer's account is past due and subject to termination.

- b) The consent of the third party shall be required and the third party shall not incur any liability for the account by virtue of the fact he or she consents to receive such third-party notification.

B. NOTICES FROM CUSTOMERS

- 1) Notices from a Customer to the Utility may be given by written communication mailed to the Utility's office, or physically delivered by the Customer, or the Customer's agent, at the Utility's office; except when written notice is specifically required within these Tariffs or in any written agreement.
- 2) Any Customer may initiate a complaint or request an investigation concerning service or charges by delivering a written complaint or request setting forth all the facts necessary for the Utility to understand the nature of the complaint or request, including copies of any statements in issue.

6. ELECTRIC DISTRIBUTION SYSTEM PROJECTS

This Section is applicable to changes to electric distribution lines of the Utility's standard voltages necessary to furnish permanent electric service to Applicants.

A. STANDARDS

The Utility follows PG&E standards for primary and secondary distribution lines. The Applicant should use the PG&E Greenbook to plan, design, and engineer primary and secondary distribution line projects.

B. OWNERSHIP

The facilities installed under the provisions of this Section up to the Customer Service Point, shall be owned, operated, and maintained by the Utility, except for Substructures and enclosures that are on, under, within, or part of a building or structure owned or under the control of Customer.

C. POINT OF CONNECTION

The Utility shall determine the point on the Utility's system from which any extension will be made.

D. PRIVATE LINES

The Utility may, at its sole discretion, serve an Applicant from connection facilities that are not owned, operated, and maintained by the Utility.

E. RIGHT OF WAY

Where new installations of, or changes to, electric distribution lines or facilities result in the need to locate such new facilities outside of Utility's existing easements, Applicant shall, at its own cost, be responsible for conducting any engineering work or survey work necessary in order to provide Utility with a description of the new location suitable for incorporation into a Grant of Easement or dedication of a PUE as part of a subdivision or other map, for the purpose of conveying to the Utility an adequate easement for the maintenance, repair and replacement of the new or relocated facilities. If service facilities must cross property owned by a third party to serve Applicant, it is Applicant's responsibility to obtain and transfer to Utility appropriate rights-of-way or easements, satisfactory to the Utility for the maintenance, repair and replacement of the new or relocated facilities, at no cost to the Utility.

F. ROUTE OF LINE

The length and route of a primary or secondary distribution line project will be determined or approved by the Utility based on the distance along the shortest most practical, available and acceptable route which is clear of obstructions from the Utility's nearest permanent and available distribution facility.

G. APPLICATIONS AND CONTRACTS; EXCEPTIONS

- 1) Each Applicant for a primary or secondary distribution line shall be required to submit to Utility for its consideration and approval an application defining the project along with a deposit in the sum of Five Thousand Dollars (\$5,000), after which The Applicant shall execute a Working Contract prior to the Utility approving and participating in the project.

\$1,400 of the deposit will be used for project administrative support and is non-refundable. The remaining \$3,600 of the deposit will be returned to Applicant after all invoices issued by Utility for the project are paid in full and Applicant's responsibilities under the Working Contract or other agreement with Utility are fulfilled.

The Utility reserves the right to apply the refundable portion of the deposit towards unpaid project invoices.
- 2) In the event a project for a primary or secondary distribution line has an estimated overall cost of \$20,000 or less, a Working Contract may not be required provided:
 - a) The Applicant signs a short form agreement which includes the obligation to maintain certain minimum insurance coverage and indemnify Utility against claims or losses caused by Applicant during the course of the project for which the application is submitted,
 - b) The Utility is to conduct all of the work necessary for completion of the project, including the design and installation of all new facilities, and
 - c) No transfer of title to facilities or easements is required.
- 3) Applicant and Utility may agree that Utility shall conduct all of the work necessary for completion of the project, including the design and installation of all new facilities.
- 4) If the Utility is to conduct all of the work as set forth under Section 6.G.2, Applicant shall remain responsible for all costs and expenses incurred by Utility. Further, Sections 6.H.2 through H.9 shall not apply.

H. APPLICANT RESPONSIBILITIES FOR NEW DISTRIBUTION FACILITIES

Applicant is responsible for providing or installing the following items at Applicant's expense by Qualified Personnel, as defined herein, prior to the Utility finalizing a primary or secondary distribution line, accepting dedication of the facilities, and connecting them to the Utility's facilities:

- 1) All necessary information to the Utility in order for the Utility to design the new, relocated or expanded facilities, including but not limited to improvement plans, grading plans, load information for the overall project to be served, site map, and preferred meter and other facility locations. Any of these items that require approval of the City of Vallejo shall be so approved before any construction begins. Where Utility agrees to allow Applicant to design the facilities, Applicant shall provide sufficient information to allow Utility to review and approve the design submitted by Applicant.
- 2) Coordination in joint trench planning and engineering with Qualified Personnel in conformance with Utility standards.
- 3) All necessary trenching, back-filling, and other digging as required; subject to Utility inspection.

- 4) All substructures and conduits, subject to Utility inspection.
- 5) All poles and superstructures, subject to Utility inspection.
- 6) All wiring, cabling, switches, transformers, and other electrical equipment, all of which is to be completed by qualified personnel, and performed to the Utility's standards, and are to be subject to Utility inspection. The Applicant shall prepare the electrical connection to the Utility's facilities, but, will not make the final connection to the utilities facilities.
- 7) All protective structures set forth in the Utility's standards, subject to Utility inspection.
- 8) All manufacturers' warranties commensurate with the Utility's standards, including a one year warranty on all workmanship and normal operations on newly installed facilities.

Qualified Personnel shall mean personnel who:

- (i) Are technically competent to perform the work;
- (ii) Have access to, and utilize the proper equipment to perform the work;
- (iii) Have demonstrated financial responsibility commensurate with the scope of the work to be performed;
- (iv) Have adequate insurance coverage, such as workers compensation, liability and property damage;
- (v) Furnish a surety bond for performance of the work if required;
- (vi) Are licensed in California for the work being performed;
- (vii) Are properly qualified for specific skill required including, but not limited to, the State of California High Voltage Safety Orders (Title 8, Chapter 4, Subchapter 5, Group 2); and
- (viii) Comply with applicable laws including, but not limited to, Equal Opportunity Regulations, OSHA, and EPA.

I. UTILITY RESPONSIBILITIES FOR NEW DISTRIBUTION FACILITIES

The Utility will, at Applicant's expense:

- 1) Specify the point, or points, on the Utility system from which Applicant will extend distribution lines.
- 2) Design the distribution facilities such that they conform to the standards of the Utility as well as all applicable federal, state and local codes and ordinances for Utility installations (such as, but not limited to, the California Business and Professions Code). Where Utility agrees to allow Applicant to design the facilities, Utility shall review and approve the design submitted by Applicant.
- 3) Inspect facilities installed by Applicant.
- 4) Connect conductors to the Utility's facilities.
- 5) Make any necessary arrangements of the Utility's facilities to accommodate connection of Applicant's facilities.
- 6) Perform final testing prior to acceptance of the facilities.

- 7) Invoice Applicant on a monthly basis for all appropriate Utility costs incurred, as defined herein, as the project is worked on and completed, with a final invoice upon completion. If project is expected to be or a duration of 60 days or less, Utility may choose to bill Applicant for all costs with a single final invoice upon completion.

J. DEDICATION OF FACILITIES

Upon acceptable testing and acceptance by Utility of the facilities for use in distribution of electricity, ownership of all such facilities shall be transferred to the Utility by a bill of sale.

K. DEVELOPMENT REFUNDS FOR NEW RESIDENTIAL SUBDIVISIONS

- 1) In the event a Qualified Developer (as defined under Section 14.D) engages in any residential redevelopment in residential areas identified in the Mare Island Re-use Plan, as amended from time to time, the Utility will provide refunds to cover a portion of the development costs for newly connected residential load, on a per unit basis.
- 2) The amount of the refund shall be strictly limited to \$301 per single-family unit; \$263 per multifamily unit of no more than eight units per building; and \$226 per unit for multifamily units of greater than eight units per building. Refunds will be specified in the contracts defining the connection project and will include all monies the Applicant will receive from the Utility associated with the project.
- 3) This one-time refund shall become applicable after 90 days of occupancy of each unit and payable within 45 days of receipt of notice from such Developer and the transfer of facilities and easements in accordance with the Working Contract. The fund from which the refunds are drawn from shall be identified as the "Residential Reimbursement Fund".
- 4) The Residential Reimbursement Fund was funded through the collection of two percent (2%) of the Gross Annual Receipts for the electric services provided by Utility. The Residential Reimbursement Fund had a maximum balance of One Hundred Thousand Dollars (\$100,000). Once the balance in the Residential Reimbursement Fund reached the maximum level the collection at the rate set forth herein was suspended until the fund level drops below One Hundred Thousand Dollars (\$100,000). Any obligation to contribute to the Fund under this provision was terminated on June 30, 2013.
- 5) On June 30, 2013 the fund balance was at its maximum level of \$100,000. The Utility will continue to pay refunds for development costs for newly connected residential loads from the Fund until the fund is depleted at which time any obligations of the Utility under this section shall cease. If a refund is sought and payable under this Section 6.K for any given project, no other refund or reimbursement can be applied for under these Tariffs.

L. REIMBURSEMENT POLICY IN NEW COMMERCIAL DEVELOPMENT

Utility will provide a monetary reimbursement to an Applicant who is a Qualified Developer for a percentage of those Eligible Expenses associated with and incurred in the construction and placement of new electrical transmission or distribution system or systems which result New Permanent Load in excess of 150,000 kWh per month averaged over a 12 month period, in amounts stated in Rate Schedule NCE.

Such electrical transmission and/or distribution systems may serve commercial and industrial Utility customers or may be constructed to serve Mixed Use Residential / Commercial Development. Section K above applies to purely residential construction whereas this Section L includes mixed Use Residential/Commercial Development.

In addition, any reimbursement under this Section L shall be subject to the following:

- 1) Such reimbursements are subject to submission of approved Applications, execution of a Working Contract, Utility acceptance of the electrical systems, transfers of facilities to Utility, dedication or grant of necessary easements to Utility and such other applicable terms and conditions set forth in these Tariffs.
- 2) Nothing herein is intended to provide for multiple reimbursements, and reimbursable amounts contributed to or advanced to an Applicant under conditions of any other rule will be reimbursed in accordance with the provisions of that rule only. There shall be no duplicating reimbursements under these Tariffs. If reimbursement is being sought under either Section 6.K or 14.D no reimbursement can be provided hereunder. Reimbursements under the various sections are mutually exclusive.
- 3) When two (2) or more parties make joint contributions or advances on the same new electrical transmission or distribution system, reimbursements will be distributed to these parties in the same proportion as their individual contributions or advances bear to the total Eligible Expenses.
- 4) Any determination by the Utility as to what constitutes an Eligible Expense shall be final and binding on all Applicants. Any relocation or rearrangement of Utility's existing facilities, at the request of an Applicant, shall be at the Applicant's expense or reimbursable under Section 14D.

M. UTILITY EXPENSE; CONTRACT LABOR AND OVERHEAD

All costs and expenses incurred by the Utility under this Section 6 shall be fully reimbursed to the Utility by Applicant as such charges are incurred and billed for by the Utility. The rate for contract labor and overhead is set forth in Rate Schedule MISC. All invoices shall include a detailed breakdown for the costs incurred.

7. CUSTOMER SERVICE CONNECTIONS

This Section is applicable to the connection of new Customers to the Utility's distribution system at standard Utility primary and secondary voltages necessary to furnish electric service to Applicant.

A. STANDARDS

The Utility follows PG&E standards for primary and secondary distribution lines. The Applicant should use the PG&E Greenbook to plan, design, and engineer primary and secondary distribution line projects.

B. OWNERSHIP

The facilities installed under the provisions of this Section up to the Customer Service Point, shall be owned, operated, and maintained by the Utility, except for Substructures and enclosures that are on, under, within, or part of a building or structure owned or under the control of Customer.

C. PRIVATE LINES

The Utility may, at its sole discretion and under certain terms and conditions, serve an Applicant from connection facilities that are not owned, operated, and maintained by the Utility.

D. RIGHT OF WAY

Where new installations of, or changes to, electric distribution lines or facilities result in the need to locate such new facilities outside of Utility's existing easements, Applicant shall, at its own cost, be responsible for conducting any engineering work or survey work necessary in order to provide Utility with a description of the new location suitable for incorporation into a Grant of Easement or dedication of a PUE as part of a subdivision or other map, for the purpose of conveying to the Utility an adequate easement for the maintenance, repair and replacement of the new or relocated facilities.

If service facilities must cross property owned by a third party to serve Applicant, it is Applicant's responsibility to obtain and transfer to Utility appropriate rights-of-way or easements, satisfactory to the Utility for the maintenance, repair and replacement of the new or relocated facilities, at no cost to the Utility.

E. TEMPORARY SERVICE

Facilities for temporary service shall be installed in accordance with this Section 7. The Applicant shall be responsible for all costs related to the design, installation and removal of requested facilities.

F. APPLICATIONS AND CONTRACTS; EXCEPTIONS

- 1) Each Applicant for a Customer connection shall be required to submit to Utility for its consideration and approval an application defining the project along with a deposit in the

sum of Five Thousand Dollars (\$5,000.00), after which The Applicant shall execute a Working Contract prior to the Utility approving and participating in the project.

\$1,400 of the deposit will be used for project administrative support and is non-refundable. The remaining \$3,600 of the deposit will be returned to Applicant after all invoices issued by Utility for the project are paid in full and Applicant's responsibilities under the Working Contract or other agreement with Utility are fulfilled. The application fee shall apply to the project, which may include both gas and electric components.

The Utility reserves the right to apply the refundable portion of the deposit towards unpaid project invoices.

- 2) In the event a project for a Customer connection has an estimated overall cost of \$10,000.00 or less, a Working Contract may not be required provided;
 - a) The Applicant signs a short form agreement which includes the obligation to maintain certain minimum insurance coverage and indemnify Utility against claims or losses caused by Applicant during the course of the project for which the application is submitted,
 - b) The Utility is to conduct all of the work necessary for completion of the project, including the design and installation of all new facilities, and
 - c) No transfer of title to facilities or easements is required.
- 3) Applicant and Utility may agree that Utility shall conduct all of the work necessary for completion of the project, including the design and installation of all new facilities.
- 4) If the Utility is to conduct all of the work as set forth under Section 7.F.2 or F.3, Applicant shall remain responsible for all costs and expenses incurred by Utility. Further, Sections 7.I.2 through I.9 shall not apply.

G. OBLIGATION OF CUSTOMER TO PROVIDE ACCESS

- 1) The Applicant shall be responsible for providing the Utility with ready access to the premises.
- 2) The Utility shall at all times have the right to enter and leave Applicant's premises for any purpose connected with the furnishing of electric service. The purposes include, but are not limited to, meter reading, inspection, testing, routine repairs, replacement, maintenance, emergency work, and the exercise of any and all rights secured to it by law, or under the Utility's Tariffs.
- 3) If the Utility determines that its access to premises is impaired then the Applicant or Customer will at their expense either correct the access or clearance infractions or pay the Utility its costs to relocate the facility to a new location which is acceptable to the Utility. Applicant or Customer will be responsible for the expense of such relocation along with any expense that is incurred in relocating non-Utility facilities. Failure to comply with corrective measure within 30 days of notification by the Utility can result in discontinuance of service.

H. CONNECTIONS TO UTILITY EQUIPMENT

Only personnel authorized by the Utility are allowed to connect or disconnect service conductors to or from the Utility's facilities, remove meters, remove the Utility owned facilities, or perform any work upon the Utility owned facilities. Failure to abide by this provision may result in discontinuance of service, and may result in additional legal actions taken by the Utility.

I. APPLICANT RESPONSIBILITIES FOR SERVICE INSTALLATION

Applicant is responsible for providing and installing the following items at Applicant's expense by Qualified Personnel (as defined in Section 7.H hereinabove), conforming to the Utility's standards prior to the Utility connecting the Customer to the Utility's facilities:

- 1) All necessary information to the Utility in order for the Utility to design the new, relocated or expanded facilities. Such information may include but is not limited to: improvement plans, grading plans, load information for the overall project to be served, site map, and preferred meter and other facility locations. Any of these items that require approval of the City of Vallejo shall be so approved before any construction begins.
- 2) Coordination in joint trench planning and engineering with Qualified Personnel in conformance with Utility standards.
- 3) All necessary trenching, back-filling, and other digging as required, subject to Utility inspection.
- 4) All substructures and conduits, subject to Utility inspection.
- 5) All poles and superstructures, subject to Utility inspection.
- 6) All wiring, cabling, switches, transformers, meter bases and other electrical equipment required to complete the connection of the Applicant's facilities to the Utility's distribution system, subject to Utility inspection. The Applicant shall prepare the electrical connection to the Utility's facilities but will not make the final connection to the Utility's facilities.
- 7) All protective structures set forth in the Utility's standards, subject to Utility inspection.
- 8) All manufacturers' warranties commensurate with the Utility's standards, including a one year warranty on all workmanship and normal operations on newly installed facilities.
- 9) Provide the Utility with evidence that all required local government inspections have been satisfactorily cleared before requesting connection.

J. UTILITY RESPONSIBILITIES FOR SERVICE INSTALLATION

The Utility will, at Applicant's expense:

- 1) Determine the point on the Utility's system at which the connection will be made.
- 2) Design the distribution facilities such that they conform to the standards of the Utility as well as all applicable federal, state and local codes and ordinances for Utility installations (such as, but not limited to the California Business and Professions Code).
- 3) Inspect facilities installed by Applicant.
- 4) Connect conductors to the Utility's facilities.

- 5) Make all necessary arrangements for the Utility's facilities to accommodate connection of Applicant's facilities.
- 6) Invoice Applicant on a monthly basis for all Utility costs incurred as the project is worked on and completed. All invoices shall include a detailed breakdown for the costs incurred.

K. DEDICATION OF FACILITIES

Upon acceptable testing and acceptance by the Utility of the facilities for use in distribution of electricity, ownership of all such facilities shall be transferred to the Utility.

L. METERING FACILITIES

1) General

The Applicant is responsible for the installation of a meter base that meets the Utility's standards and that will accommodate a Utility meter(s) unless the service connection was installed by the Utility.

The Utility will meter the delivery of all electric power and energy, unless otherwise provided for in the Utility's Tariffs.

All Utility meters and associated metering equipment shall be located at some protected location on the Applicant's premises as approved by the Utility.

The load served at each meter location will be clearly designated by the Customer. Load served behind one meter may not be transferred to be served by another meter unless the Customer received prior Utility approval.

2) Number of Meters

A single meter is required for each single enterprise operating in one building or group of buildings or other development on a single premises such as, but not limited to, a commercial business, school campus, industrial manufacturer, residence, or recreational vehicle or mobile home park, unless otherwise approved by the Utility.

The Utility will normally install only one meter for each premises except:

- a) When otherwise required or allowed under the Utility's rate schedules,
- b) When determined by the Utility, for its operating convenience to be consistent with its engineering design,
- c) When required by law or local ordinance; or,
- d) When additional services are granted by the Utility.

3) Master Metering

Master metering may be approved if, in the opinion of the Utility, master metering is in the best interest of the parties involved. However, if the master meter Customer sub-meters and furnishes electricity to individual tenants, the rates and charges to the tenant must not exceed those charges that would apply if the tenant were purchasing electricity directly from the Utility.

4) Multiple Occupancies

In a building with two or more tenants, or where the Utility furnishes more than one meter on the same premises, the Utility's meters shall normally be grouped at one central location or as otherwise specified by the Utility. In such cases each meter position or socket shall be clearly and permanently marked by the Applicant, Customer, or owner of the premises to indicate the particular unit, occupancy, or load supplied by it.

M. REQUIRED CONNECTION EQUIPMENT

The Applicant, or Customer, shall, at their sole liability, risk and expense, be responsible to furnish, install, own, maintain, inspect, and keep in good and safe condition, all facilities of any kind or character on Applicant's or Customer's premises that are not the responsibility of the Utility but are required for the Applicant or Customer to receive service. Such equipment shall include but not be limited to termination equipment, conduits, conductors and all equipment within all buildings, connectors, meter bases and sockets, relays, meter and instrument transformer housing, service switches, circuit breakers, fuses, wire ways, metered conductors, machinery and apparatus of any kind or character.

N. COORDINATION

When, as determined by the Utility, Applicant's or Customer's load is of sufficient size as to require coordination of response time characteristics between electrical devices (circuit breakers, fuses, relays, etc.), it will be the Applicant's responsibility to provide such coordination.

O. LIABILITY

The Utility shall incur no liability for damage, loss or injury occasioned by:

- 1) Applicant or Customer owned equipment in support of Applicant's or Owner's transmission and delivery of energy, or;
- 2) The active or passive negligence, omission of proper protective devices, want of proper care, or wrongful act of Applicant or Customer or any of Applicant's or Customer's agents, employees or licensees in installing, maintaining, using, operating or interfering with the Utility's equipment..

P. FACILITY TAMPERING

The Applicant or Customer shall provide a suitable means acceptable to the Utility for placing the Utility's seals on meter rings and covers of service enclosures and

instrument enclosures that protect unmetered and energized conductors. Only Utility authorized employees shall be authorized to break such seals once installed. However, in an emergency the Utility may allow a public authority or other appropriate party to break the seal.

Any unauthorized tampering with Utility seals or connection of Applicant or Customer owned facilities to unmetered conductors is prohibited and is subject to discontinuance of service and other appropriate actions.

Q. BUILDING CODE REQUIREMENTS

Any service equipment and other related equipment owned by the Applicant or Customer as well as any vault, room, enclosure, or lifting facilities for the installation of the Utility equipment, shall conform to applicable laws, codes, and ordinance of all governmental authorities having jurisdiction.

R. REASONABLE CARE

Applicant or Customer shall exercise reasonable care to prevent the Utility's electrical equipment and related facilities that are located on the Applicant's or Customer's premises from causing or suffering damage, destruction or interference, and will inform the Utility of any such potential or actual damage, destruction or interference immediately. Applicant or Customer may be required to install protective devices, including a mechanical protection (barrier posts, etc.), suitable to the Utility if the Utility deems it appropriate.

Applicant or Customer must also install any protective devices necessary to protect itself and third parties from suffering injury or damage from, or causing damage to, the Utility's electrical equipment and related facilities. However, Utility reserves the right to require modification or removal of such protective devices if such protective devices interfere with Utility's provision of services or control of Utility's facilities.

S. GOVERNMENT INSPECTION

The Utility will only establish service to the Applicant or Customer following notice from the governmental authority having jurisdiction that the facilities have been installed and inspected in accordance with any applicable laws, codes, ordinances, rules or regulations, and are safe to energize.

T. DAMAGED FACILITIES

When others damage the Utility's facilities, the repair will be made by the Utility at the expense of the party responsible for the damage. Applicants and Customers are responsible for repairing their own facilities.

U. RELOCATIONS AND REARRANGEMENTS

The Customer shall be responsible for the costs incurred by the Utility for any relocation or rearrangement of Utility equipment that is the result of any work conducted, or caused to be conducted within the Utility's service territory. Any change

to the Utility's system required under this section will be subject to the application and construction process described in Section 6 as applicable.

V. LOAD INCREASES

The Customer shall be responsible for the costs incurred by the Utility to meet any load increase at the Customer's facilities, plus any repair of any damage done due to the Customer overloading the Utility's equipment.

W. UTILITY EXPENSE; CONTRACT LABOR AND OVERHEAD

All costs and expenses incurred by the Utility under this Section 7 shall be fully reimbursed to the Utility by Customer as such charges are incurred and billed for by the Utility. The rate for contract labor and overhead is set forth in Rate Schedule MISC. All invoices shall include a detailed breakdown for the costs incurred.

8. NON-STANDARD / SPECIAL UTILITY FACILITIES

A. GENERAL

Special Facilities are considered to be existing, enlarged or new facilities installed, used and/or maintained by the Utility at the Applicants / Customers request in addition to, as enlargements of, as an alternative to, or in substitution for, the standard facilities which the Utility would normally install, maintain or use and which represent additional costs to the Utility over normally installed facilities.

These facilities can include, but are not limited to; power quality conditioning equipment, peaking equipment, Customer connection costs, installation and/or maintenance of facilities downstream of the meter, facilities where the cost is in excess of the standard connection costs, and alternate service equipment.

Except where provided by rate schedule, installation and/or maintenance of special facilities will be made at the Utility's option, provided the type of special facilities requested is acceptable to the Utility and the Utility agrees to the installation and/or maintenance of the special facilities, under the conditions set forth in this Section.

B. CUSTOMER STATUS

A Temporary Service customer will not be eligible to apply for Special Facilities.

C. UTILITY LIMITATIONS

The Utility shall install/maintain the requested facilities so long as the facilities do not pose, in the opinion of the Utility, a hardship on the Utility.

D. BASIS OF COST

The Applicant will execute a contract covering the installation and/or maintenance of Special Facilities. In addition to providing for the payment of charges as determined under a rate schedule, the contract will provide for the following:

An estimate of the cost of the special facility that the Applicant is requesting the Utility to install and/or maintain; and,

A one-time payment amount equal to the total estimated cost of the facility multiplied by a factor of 1.75. This payment shall not be refundable should Customer's use of the Special Facilities not last as long as initially projected for any reason.

E. PAYMENT SCHEDULE

At the mutual agreement of the Utility and the Customer a contract may be entered into that will provide for extended payments of the amount calculated in Section 8.D.

F. CONTRACT RESPONSIBILITIES

If the Utility is required to alter or rearrange the Special Facilities, including but not limited to the conversion of overhead facilities to underground, Applicant shall be

notified of such necessity and shall be responsible for all costs the Utility incurs in converting this service or shall terminate service under this agreement.

G. OWNERSHIP OF EQUIPMENT

At all times, Special Facilities shall remain the property of the Utility.

H. TERMINATION PROVISIONS

The Applicant may terminate a Special Facility contract upon 30-day notice to Utility unless otherwise specified within a mutually agreed to contract between the Customer and the Utility.

9. METER TESTS AND ADJUSTMENTS OF BILLS

A. GENERAL

When regular, accurate meter readings are not available or the electric usage has not been accurately measured, the Utility may estimate the Customer's energy usage for billing purposes on the basis of information including, but not limited to, the physical condition of the metering equipment, available meter readings, records of historical use and the general characteristics of the Customer's load and operation.

B. METER TESTS

Any Customer may, upon not less than 15 working days' notice, require the Utility to test the accuracy of any meter through which service is provided to the Customer. When a Customer requests a meter test within 24 months of the completion of a meter test finding that the meter is operating accurately and where the results of the prior test were provided to the Customer, the Customer shall pay the Utility a meter test charge of \$55.00 in advance for the meter test.

The amount so charged will be returned to the Customer, upon completion of the test, if the meter is found to register more than 2% fast or slow under conditions of normal operation.

The Customer shall have the right to require the Utility to conduct the test on the meter serving that Customer in the Customer's presence, or in the presence of an expert or other representative appointed by the Customer at the time of the request for a meter test.

All meters will be tested at the time of their installation and no meter will be placed in service or allowed to remain in service that has an error in registration in excess of 2% under conditions of normal operation.

C. ADJUSTMENT OF BILLS FOR METER ERROR

A meter error is incorrect kilowatt-hour, kilovar-hour, or demand registration resulting from a malfunctioning or defective meter. It does not include billing error, unauthorized use, or an error in registration caused by meter tampering by an unauthorized person.

Meter error also does not include conditions such as grounds, shorts, incorrect meter readings, meter dial-overs, improper load wiring (including other Customers' circuits connected to the wiring), accounting errors, switched meters, improper Customer wiring, blown fuse in one energized conductor, or incorrect meter sizing.

Where meter error is discovered as the result of a meter test initiated by either the Customer or the Utility, the Utility may render an adjusted bill to the Customer for the amount of the undercharge, and shall issue a refund or credit to the Customer for the amount of the overcharge, computed back to the date that the Utility determines the meter error commenced, except that the period of adjustment shall not exceed one

year. Such adjusted bill shall be computed in accordance with the following provisions.

1) Fast Meter

If a meter is found to be registering more than 2% fast, the Utility shall refund to the Customer the amount of the overcharge based on the corrected meter readings or the Utility's estimate of the energy usage either for the known period of meter error or, if the period of error is not known, for the period during which the meter was in use, in either situation not exceeding one year.

2) Slow Meter

If a meter is found to be registering more than 2% slow, the Utility may bill the Customer for the amount of the undercharge based on corrected meter readings or the Utility's estimate of the energy usage either for the known period of meter error or, if the period of meter error is not known, for the period the meter was in use, in either situation not exceeding one year.

3) Non-registering Meter

If a meter is found to be non-registering, the Utility may bill the Customer for the amount of the undercharge based on the Utility's estimate of the electric service used but not registered, for a period not exceeding one year.

D. ADJUSTMENT OF BILLS FOR BILLING ERROR

A billing error is an error by the Utility that results in incorrect billing charges to the Customer. Billing errors may include incorrect meter reads or clerical errors by a Utility representative such as applying the wrong rate, wrong billing factor, or an incorrect calculation. Billing error does not include meter error or unauthorized use, nor any error in billing resulting from meter dial-over caused by other than the Utility, switched or mismarked meters by other than the Utility, inaccessible meter, failure of the Customer to notify the Utility of changes in the Customer's equipment or operation, or failure of the Customer to take advantage of a rate or condition of service for which the Customer is eligible.

Where the Utility overcharges or undercharges a Customer as the result of billing error, the Utility may render an adjusted bill for the amount of the undercharge, and shall issue a refund or credit to the Customer for the amount of the overcharge, for the period of the billing error, but, not exceeding one year.

E. ADJUSTMENT OF BILLS FOR UNAUTHORIZED USE

Unauthorized use is the use of energy in noncompliance with the Utility's Tariffs or applicable law. It includes, but, is not limited to, meter tampering, unauthorized connection or reconnection, theft, fraud, intentional or unintentional use of energy whereby the Utility is denied full compensation for electric service provided.

Where the Utility determines that there has been unauthorized use of electric service, the Utility may bill the Customer for the Utility's estimate of such unauthorized use. Such estimated billing shall indicate unauthorized use for the most recent three years and, separately, unauthorized use beyond the three year period for collection as provided by law. However, nothing in this Section shall be interpreted as limiting the Utility's rights and/or remedies in any provisions of any applicable law.

F. LIMITATION ON ADJUSTMENT OF BILLS FOR ENERGY USE

For any error in billing not defined as billing error, meter error, or unauthorized use, the Utility is not required to adjust the bill. However, any billing adjustment not specifically covered in the Tariffs for an undercharge or overcharge shall not exceed one year.

G. INTEREST ON BILLS FOR UNAUTHORIZED USE

The Utility will bill and collect interest at a rate which is the lesser of eighteen (18) percent per annum on unauthorized use billings from the date the unauthorized use commenced or the maximum interest allowed by law, as well as on any amortized repayment agreements.

H. RECOVERY OF ASSOCIATED COSTS FOR UNAUTHORIZED USE

The Utility will bill and collect the associated costs resulting from the unauthorized use including, but not limited to, investigative, repair and equipment damage costs.

10.SUPPLY TO SEPARATE PREMISES AND RESALE

A. SEPARATE METERING

Separate premises, even though owned by the same Customer, will not be supplied through the same meter, except as may be specifically provided for in the rate schedules.

Furnishing and Metering of Electricity

Each single family dwelling unit, multi-family dwelling unit, mobile home park space, or non-residential tenant space shall be individually metered by the Utility.

B. MARINAS AND SMALL CRAFT HARBORS

The Utility will furnish electrical service to a privately or publicly owned marina or small craft harbor through a master-meter. The master-meter Customer may sub-meter tenant usage aboard a vessel moored in an individual boat slip or berth at the marina or harbor but may not sub-meter any other tenant usage (e.g., stores, gas pumps on docks, or any land-based facility).

If the master meter Customer sub-meters and furnishes electricity to individual boat slips or berths for tenant usage aboard a vessel, the rates and charges to the tenant must not exceed those charges that would apply if the tenant were purchasing electricity directly from the Utility.

C. OTHER USES AND PREMISES

A Customer shall not furnish or use electricity received from the Utility upon other premises, except for the Utility's operating convenience, or for other purposes than those specified in the Customer's application for service or in the applicable rate schedule.

Sub-metering of electricity is prohibited except as provided for in this Section.

In the event that electricity is sub-metered other than as provided for in this Section, the Utility may either discontinue service to the Customer, or furnish electricity directly to the sub-metered entity at the Utility's option.

11.SPECIAL SERVICE CHARGES

A. CUSTOMER ELECTRICAL SYSTEM FAULTS

If a Customer contacts the Utility concerning a lack of power, the Utility shall provide the following services at no charge to the Customer:

The Utility will verify whether or not power is being supplied to the Customer side of the meter base servicing the Customer.

The Utility will inform the Customer that the lack of power, when power is being supplied to the Customer side of the meter base, is due to a problem on the Customer's side of the meter.

B. SPECIAL SERVICES

The Customer may, at its discretion, request the Utility, and the Utility, at its discretion, may provide the service of investigation of the Customer's electrical system on the Customer's side of the meter to determine the cause of the lack of power. Any such investigation shall be conducted at a fee in accordance with rate schedule MISC. The Customer shall be informed of an estimate of these fees in advance of the inspection.

12.CUSTOMER-OWNED GENERATION – QUALIFIED FACILITIES

A written contract for service will be required wherein a Customer operates a cogeneration or small power production facility that meets the criteria for a qualifying facility (QF) as defined by Title 18, Code of Federal Regulations (CFR) Section 292.101(b)(1) and meets the design standards of the Utility.

Any generation connected by a Customer must be approved in writing by the Utility.

13. DEPARTING LOAD – INVESTMENT RECOVERY CHARGES

A. GENERAL

The provisions under this Section describe the Utility's' right to recover the cost of its stranded investments (Investment Recovery Charges – "IRC's") incurred for the benefit of Customers who were served by the Utility but has ceased Utility Service by means of third-party electric supply or self-generation ("Departing Load").

B. PURPOSE

The purpose of this Section is to ensure that the repayment of certain major expenses incurred by Island Energy in reliance on the committed Customer load at the Starting Date and the anticipated load growth due to the redevelopment of Mare Island do not shift to the remaining Customers as a result of a withdrawal from service in whole or in part by a Customer or group of Customers.

The provisions under this Section shall be applicable to Customers who were served by the Utility on or after August 2nd, 2008 ("Starting Date"), but have commenced receiving all or a portion of their electrical load from energy supply parties other than Island Energy, or self-generation by cogeneration, renewable technologies or any other type of self-generation that is dedicated wholly or in part to serve all or a portion of a Customer or group of Customers' load while the Customers physically located at the same location or remain within Island Energy's service area on or after August 2nd, 2008.

C. IRC COMPONENT DEFINITIONS

"Investment Recovery Charges" (IRC's) consist of the following components:

1) Outstanding Power Purchase Costs ("OPPC")

OPPC represent the difference between the resource costs under the power purchase contract in existence on the departure date and the market price as determined under section 6 below.¹ These are commitments that were entered into during the period of time the Departing Load Customer was served by the Utility and that extended beyond the last day of service to the Departing Load Customer ("Departure Date").

2) Capital Improvement Debt ("CID")

CID represents the costs of capital projects that the Utility undertook to develop infrastructure to serve Customers during the period of time the Departing Load Customer was served by the Utility. The cost of the CID is calculated by dividing the cumulative debt incurred by the Utility for such projects by the anticipated load for the area.²

1 Negative values shall not be taken into consideration.

2 Area is broken down into the north island and the south island, the dividing line being G Street. Capital improvement projects undertaken for the sole benefit of the north island shall be reimbursed by north island customers only. I.E. Section 6.L. Otherwise the "Area" will be

3) Operational Financial Assistance (“OFA”)

OFA are those financial assistances from Pittsburg Power Company made necessary to support Island Energy’s on-going operation and to provide safe and reliable services to Customers during periods of time when these necessary expenses were not covered by the revenues received by Utility and the Departing Load Customer was served by the Utility.

4) Public Benefits Program (“PBP”)

The PBP charge is a usage-based and non-bypassable charge required by law to support energy related Public Benefits Programs in energy efficiency, renewable technology, low-income and RD&D that might not otherwise be Funded.

D. DEPARTING LOAD AGREEMENT

Departing Load Customers shall sign a Departing Load Agreement with the Utility at least 5 days before the Date of Departure. The Utility shall provide the Departing Load Agreement to the Customer after the receipt of the Notice of Departure. Whether a Departing Load Customer signs the Departing Load Agreement or not, such Customer will be deemed to have agreed to the terms of the Departing Load Agreement and terms stated in this Tariff by taking retail service from the Utility on or after August 2nd, 2008.

E. NEW OCCUPANCY IN DEPARTING LOAD PREMISES

When a Departing Load Customer moves to a new location outside the Utility’s service area as it existed on or after August 2nd, 2008, the obligation of the Investment Recovery Charges to that Customer will cease. New occupants who move into the Utility’s service area and resume such services from sources other than Island Energy will be subject to the IRC.

F. DEPARTING LOAD METER DATA

The Departing Load Customer’s OPPC, CID, OFA and PBP obligations will be calculated based on metered consumption. Customers shall provide meter consumption data to the Utility after the Customers load is served by sources other than the Utility; subject to the Utility’s verification to assure reliability of such consumption data and/or information.

- 1) If metered consumption is not available, then the Departing Load Customer’s monthly consumption estimates will be based on the Customer’s historical load by one of the following methods:
- 2) For Departing Load Customers with a load history less than 12 month prior to receipt by the Utility of the Notice of Departure, the average of previous usage history will be used to project future consumption.
- 3) For Departing Load Customers with a minimal 12 months load history, the average of the

defined as the entire service area for Island Energy.

12-month period prior to the receipt by the Utility of the Notice of Departure will be used to project future consumption.

- 4) For Departing Load Customers with 36 months or more of usage history, the average 12-month energy usage, with such average measured over the prior 36 months of usage, will be used to project future consumption.
- 5) In the event the 12-month average usage differs from the 36-month average usage by more than 25%, the 36-month average will be used unless there is sufficient evidence to demonstrate that the 12-month usage is more indicative of the Customer's future electric usage, and then the 12-month average will be used to project the Customer's future electric requirement.

G. INVESTMENT RECOVERY CHARGES CALCULATION

1) Outstanding Power Purchase Costs

OPPC is the monetary difference per kWh between power purchase price under committed contracts in effect as of the Departure Date and the Market Price Benchmark as determined pursuant to Section 4.B. The OPPC of Departing Load Customers is calculated by multiplying the Customer's monthly consumption by the monetary difference between the Utility's prevailing rates (ES-1 and ES-2 Schedule for commercial and residential classes, respectively) and market price benchmark per kWh. In the event that the OPPC calculation results in a value less than zero it will not be factored into the total calculation for the IRC.

2) Capital Improvement Debt

The annual debt service requirement on CID is determined by amortizing capital improvement expenditures at the prevailing interest rate. The applicable annual debt service requirements will be divided by the annual forecasted consumption on the anticipation of serving all Customers in the Utility service area. The CID charge will be posted in Island Energy's Tariff by July 1st for each fiscal year. The actual collection of debt service will be reconciled against the repayment schedule of CID. Charges or credits will be absorbed in the following year's repayment schedule.

3) Operational Financial Assistance

The OFA repayment obligation of the Departing Load Customer shall be calculated by dividing the annual debt service requirement for the OFA on the Departure Date by the annual forecasted consumption by all Customers in the Utility service area. The OFA charge will be based on a per kWh amount and will be posted in the Utility's Tariff by July 1st for each fiscal year. The actual collection of debt service will be reconciled against the repayment schedule of OFA. Charges or credits will be absorbed in the following year's repayment schedule.

4) Public Benefits Programs

The collection of PBP Fee from Island Energy's Customers is a state requirement. The current rate is 2.85% of Island Energy's total electric revenue. The Public

Benefit Program charge per KWh is calculated based on the Utility's annual forecasted sales and revenue requirement.

5) Total Investment Recovery Charge

The Total IRC, expressed as dollars per MWh, will be the summation of the OPPC, CID, OFA and PBP charges and multiplied by the Customer's average load as determined pursuant to Section F.

6) Market Price Benchmark

The market price benchmark will be based on an average of Megawatt Daily published forward price indications for the coming calendar year at NP15. The average will be calculated over the period of October 1 through October 31 of the year prior to that being considered. This average published price multiplied by 0.87 will be the market price benchmark for resources that the Utility classifies as base load. The 0.87 factor is the average ratio of 7x24 spot prices to 6x16 spot prices and is used to convert the published price, which is for 6x16 products, to a base load price. For resources that the Utility classifies as peaking, the market price benchmark will be the average published price without such adjustment.

H. PAYMENTS AND COLLECTIONS

1) Payments

Upon departing the Utility, Departing Load Customers are obligated to make monthly payments to the Utility over the duration of the IRC. The duration will be determined by the outstanding debts that the Utility incurred to provide safe and reliable services and its amortization schedule. The Utility will issue monthly bills in accordance with the provisions of this Schedule. Customers shall pay to the Utility within 20 days of receipt of the bill. Failure to pay monthly IRC payments constitutes a violation of this Tariff and breach of the Customer's obligation to the Utility. Opportunity to cure this breach is described in Section I.

2) Procedures for Implementation

Departing Load Customers are obligated to notify the Utility of their intent to discontinue or reduce Utility electric service in accordance with the following procedure:

A Departing Load Customer shall notify the Utility at least 30 days in advance in writing of its intent to displace all or a portion of its load with service from another Utility (the "Notice of Departure") or, in the event of a reduction in load as a result of participating in the Solar Incentive Program notice will be deemed complete upon commencement of generation). The Departing Load Customer shall specify in its Notice of Departure the following:

- a) The date on which the Customer will reduce or discontinue its electric service ("Date of Departure");
- b) A description of the load that will be displaced;

- c) The name of the other Utility or source from which the Departing Load Customer will acquire its electricity; and
- d) The Departing Load Customer should choose whether they will provide metered consumption data to the Utility on a monthly basis or their average monthly consumption will be determined by the stated billing determinants as described in Section F. At the Departing Load Customer's election, metered data can be used on a prospective basis.

I. DISPUTES / OPPORTUNITY TO CURE

1) Opportunity to Cure

Failure to provide a Notice of Departure including all the elements specified above, or a failure to make two consecutive IRC payments hereunder will constitute a violation of this Tariff and a breach of the Customer's obligations to the Utility. Utility will provide a notice of the violation to the Customer, specifying the Customer's failure to comply with this Tariff and providing the Customer with 30 days to act to cure the breach as defined below.

- a) If the breach was a failure to provide a written Notice of Departure to the Utility 30 days in advance, the Departing Load Customer is subject to a \$500 fine and will be required to pay a deposit equal to two monthly IRC payments.
- b) If the breach was a failure to pay two consecutive monthly IRC payments, to cure the breach the Customer must pay all delinquent monthly IRC payments plus a deposit equal to two monthly IRC payments.
- c) The Utility will apply the deposit to the Customer's outstanding IRC balance and refund any remaining balance when the Departing Load Customer's obligation to the Utility expires.

2) Demand for Lump Sum IRC Payment

If the Customer does not cure the breach and pay the deposit as described in Section 7.1.3 the Utility may issue a demand for a Lump Sum Payment of the unpaid IRC responsibility.

The amount of the Lump Sum Payment should be equal to the summation of respective net present values of all applicable OPPC, CIID, OFA and PBP payments over the IRC repayment period.

3) Enforceability

If a Departing Load Customer fails to honor the demand for Lump Sum Payment of for the unpaid IRC responsibility within 30 days of issuance, the Utility shall be entitled to enforce this obligation by filing suit to enforce this Tariff in any court of competent jurisdiction and recover its costs and attorneys' fees incurred.

4) Dispute Resolution

Departing Load Customers may request an adjustment to the Investment Recovery Charges or an investigation into their determination.

Any Departing Load Customer whose request for an adjustment or request for an investigation has resulted in an adverse determination may appeal the determination within ten (10) business days from the date of the notice of the adverse determination to the Utility's Board of Directors by letter (Notice of Appeal) setting forth the basis for the appeal and the facts to be considered by the Board at the time of the hearing.

A date for the hearing on the appeal will be calendared within fifteen (15) days following the date of receipt of the Notice of Appeal. The date of the hearing shall be no later than forty-five (45) days from the date of receipt of the Notice of Appeal. Any determination by the Board shall be final and not reviewable.

14.SPECIAL PROGRAMS

A. CALIFORNIA PUBLIC BENEFITS PROGRAM

1) General

AB 1890 is California's comprehensive electric restructuring legislation which became effective on September 23, 1996. The passage of AB 1890 deregulated the electricity industry and established broad Funding and allocation guidelines to support statewide Public Benefits Program in energy efficiency, renewable technology, low-income and RD&D that might not otherwise be Funded in a more competitive environment. Public Utilities Code Section 385 requires each local publicly owned electric Utility shall establish a non-bypassable, usage based charge on local distribution service to support the Public Benefits Program.

2) California Public Benefits Program Funding

Pursuant to Public Utilities Code Section 385, the minimum charge to be collected by the publicly owned utilities for the Public Benefits Program is the lowest expenditure level of the three largest investor owned electrical corporations in California on a percentage of revenue basis, taking other considerations into account, Based on the formula and numbers supplied by the California Energy Commission, it is suggested that the appropriate number for publicly owned utilities is 2.85% of their total revenue collected or, in the case of a partial or full discontinuation of service, what would have been collected.

3) Island Energy Public Benefits Fund

The Pittsburg City Council, acting as the Board of Director of Island Energy by resolution No. 07-177, has approved the establishment of Island Energy Public Benefits Fund on December 1, 2007. The requirement of Public Benefits Program is 2.85% of Island Energy's total electric revenue requirement The PBP charge per kWh is calculated based on the Utility's forecasted sales and revenue requirement annually.

The Public Benefits Fund charge shall appear as a separate line item on the Utility bills. The fee will be collected on the electric revenues of all Customers tied to Island Energy's distribution system. The collected Funds should be maintained in a separate account and disbursed for the Public Benefits Program.

4) Island Energy Public Benefits Programs

The Island Energy Public Benefits Funds will be used to support the following programs on a first come first serve basis subject to available Funds:

a) Residential Energy Advisory Services Program

Island Energy provides free on-site residential energy analysis and advices on how to conserve energy. Also, Island Energy will provide free educational brochures and mailings to its customers demonstrating how they can conserve energy through demand-side management techniques.

b) Efficient Lighting Program

Island Energy promotes high efficiency by providing compact LED light bulbs to residential and commercial customers in order to increase the utilization of high efficiency lighting products. Island Energy will provide up to five (5) LED light bulbs per Customer.

c) Appliance Efficiency Program

Island Energy offers rebates for Energy Star-rated appliance replacements, including dishwashers; clothes washers; refrigerators and air conditioners to eligible Island Energy residential or business customers. This program does not allow for reimbursements to developers of residential or commercial developments. It is the Customers' responsibilities to complete, sign and submit an Appliance Efficiency Program application form, along with an original or legible copy of the purchase receipt, to the Utility's office for a rebate. A Utility representative may call to schedule a physical inspection of the installed appliances prior to issuing a rebate. The Utility may evaluate the energy efficiency of the particular appliance or appliances and determine the applicable rebate.

Qualifying Energy Star-rated products are listed on the Environmental Protection Agency's web site at www.energystar.gov. Application Form, terms and instructions are available at the Utility's offices and on the Utility's website.

The rebate amounts for qualifying Energy Star-rated appliances are:

Dishwasher	\$50
Clothes Washer	\$75
Refrigerator	\$50
Room Air Conditioner	\$50

d) Commercial Energy Efficiency Rebate Program

This program is designed to provide certain rebates for designated energy conservation measures to commercial customers who receive electric service from the Utility. Commercial customers who wish to improve energy efficiency within their facilities and seek to take advantage of this program may file an application with the Utility in the form provided by the Utility and posted on its website. The following additional requirements shall apply:

- (i) The Applicant must be able to demonstrate that recently installed improvements or planned improvements, for which it seeks contribution to the expense of the improvements, will result in a reduction in the use of energy by at least 10%. The application must be accompanied by a) copies of any executed contract with a contractor who is going to install the energy efficiency improvement measures, b)

copies of any reports demonstrating the actual or, in the event the improvements have not yet been installed, anticipated energy savings, c) invoices for qualified energy efficiency products purchased and installed, or to be installed, and, d) any other supporting information.

- (ii) A Utility representative may call to schedule a physical inspection of the planned or installed improvements or request further information in order to evaluate if and to what extent the improvements may qualify for reimbursement under this program.
- (iii) Funds originally earmarked under one application will be made available to other customers if the Applicant fails to submit all required supporting documents and install the proposed energy efficiency improvements within the required time period.
- (iv) After installation and a three-month window allowing the Utility to collect electric consumption data from the service location which successfully demonstrates the requisite energy reduction, the Utility will make the appropriate reimbursement. The Utility has sole discretion to determine the applicable rebate and program eligibility and its determination shall be final in all cases.
- (v) Reimbursement is subject to Funds available under the Public Benefits Fund Program and will be made available in the order in which all applications are received. The total rebate amount shall not exceed \$35,000 for any single application.
- (vi) Currently there are catalogs providing specific information on requirements and rebates for the following three types improvements:
 - Lighting Fixtures
 - Compressed Air Systems
 - Commercial Motors & Process Improvements

For energy efficient improvements which are other than Lighting Fixtures, Compressed Air Systems, Commercial Motors & Process Improvements, the available rebate shall be calculated under the formula applicable to Commercial Motors & Process Improvements.

e) Residential Low-Income Assistance Program

This program is designed to provide discounted electric rates to assist eligible low-income residential customers with their Utility bills. To be eligible to receive assistance from this program, an interested Customer must file an application with the Utility and provide a copy of his/her U.S. Tax Return from the previous year along with other proof which is sufficient to establish all household income.

To obtain the benefit under this program the total household income for any Applicant shall not exceed those amounts shown on the table below for the corresponding number of persons residing in the household. Eligible Applicants will receive a 20% discount on their residential electric rate at each tier.

If a Customer's financial situation is changed and no longer fulfill the low-income eligibility criteria, the Customer must notify the Utility within thirty (30) days after the change occurs. Each Customer receiving the reduced rate under this Program must reapply for eligibility at least once a year on or before the anniversary date of the first bill received showing a discount under this Program. In addition, the Utility may request an updated verification of household income at its discretion.

If Verification establishes that the Customer is no longer eligible for the program, the Customer will be removed from the program and the Utility may render corrected billings under the full rate schedules hereunder for the period of ineligibility. Such customer will also be reported to law reinforcement department for fraud.

Number of Persons in Household:	Maximum Annual Household Income:
1-2	\$31,860
3	\$40,180
4	\$48,500
5	\$56,820
6	\$65,140
Each additional member, add:	\$8,320

5) Solar Incentive Program

Certain rebates will be provided for the purchase and installation of new Solar Energy Systems by residential and commercial customers who comply with the requirements of Section 14.D. This program does not allow for reimbursements to developers of residential or commercial developments. The terms and application process are fully described under Section 14.D. – SOLAR INCENTIVE PROGRAM II.

6) New Investment in Renewable Energy Resources and Technologies

This program is designed to provide Funds for the construction and installation of Utility owned renewable generation within the Utility's service area. Such generation would be connected to Utility's distribution grid and provide the Utility with renewably generated electricity for resale.

7) Administrative Costs for Public Benefits Fund Sponsored Programs.

This program allows the Utility to recuperate administrative costs and staff time for developing and implementing new Public Benefits programs, managing existing programs and verification of energy efficiency measures and renewable technologies installed.

8) Electric Vehicle Incentive

This program applies to verified current, Customer owners of plug-in electric vehicles and vehicle hybrids with an electric range in excess of 30 miles per charge:

- a) Rebate for the home or business installation of a Level 2 (240volt) charging station. Installation must be performed by a qualified electrician and inspected by the Utility technician.

The Utility will provide a rebate to cover the actual out-of-pocket costs, including EV Charger purchase cost (minus rebates from manufacture and other government agencies), including the installation and permit costs.

- b) To be eligible for the program, customers must fill out the EV Charger Rebate Application and submit the application along with all supporting documentation to Island Energy via mail or email.
- c) Applicant must present documentations to show that they own a plug-in electric vehicle or vehicle hybrid with an electric range in excess of 30 miles per charge. Documentation is required at time of initial application for the program and must be provided between July 1 and July 31 of every subsequent year.
- d) Applicant is responsible for obtaining all required permits from the City of Vallejo.
- e) The incentive offer is on a first-come, first served basis and is effective until Funding is expended, or the program is discontinued.

B. RESIDENTIAL MEDICAL DISCOUNT PROGRAM

1) General

This program is designed for residential Customers who require certain medically necessary life support devices to sustain life or enable mobility. To qualify under this rule, the device must be used in the home within the Utility's service territory and the medical equipment must run on electricity supplied by the Utility.

2) Life Support Devices

For the purpose of this Section, life support devices include, but are not limited to, respiration, iron lungs, hemodialysis machines, suction machines, electric nerve stimulators, pressure pads and pumps, aerosol tents, electrostatic and ultrasonic nebulizers, compressors, IPPB machines and motorized wheelchairs ("Life Support Device"). Devices used for therapy rather than for life support generally do not qualify.

3) Qualification Requirements

To qualify for the Medical Residential Electric Service Program, Applicant must provide certification by a physician or osteopath that the Applicant or a full-time resident in the Applicant's home is dependent on a Life Support Device used in Applicant's home or is a Paraplegic, Quadriplegic, Hemiplegic, or a Multiple Sclerosis patient with special electrical space heating needs or air condition needs. Medical conditions other than the Paraplegic, Quadriplegic, Hemiplegic, or a Multiple Sclerosis may also qualify for this program if electrically operated equipment is used to sustain, restore or supplant a vital function if approved by the Utility.

4) Program Discount.

Qualified Customers will receive up to 16.438 additional kWh per Day (approximately 500 kWh per month) during each billing period **at Tier 1 rates**. The remaining kWh usage will be billed at the regularly applicable rate. See "Rate Schedule M: Medical Residential Electrical Service Discount".

5) Customers Responsibility.

Although the Utility makes every effort to supply uninterrupted service to all of its Customers, continuous service cannot be guaranteed. In the event of a power outage, patients requiring the use of life-support equipment are responsible for providing their own backup power system or calling for medical emergency service. Customers are also required to complete a third-party notification form for emergency purpose. The Utility does not guarantee service on delinquent or past due accounts.

6) Funding

The Medical Residential Electric Service Program will be Funded through Island Energy's reserve.

C. SOLAR INCENTIVE PROGRAM II

1) General

California Senate Bill 1 requires publicly owned utilities that sell electricity at the retail level, to adopt, implement, and Fund a solar incentive program for the purpose of investing in, and encouraging the increased installation of residential and commercial solar energy systems on or before January 1, 2008.

Publicly owned utilities shall offer monetary incentives for up to the first megawatt of alternating current generated by an eligible solar energy system, within certain limitations, of at least \$2.80 per installed watt or at a rate determined by the publicly owned Utility's governing board. The Utility has sole discretion to change the rebate rate or to cancel the Solar Incentive Program at any given time.

After December 31, 2017, Island Energy's incentive rate of Solar Incentive Program has sunset to \$1.00/installed Watt, and the Solar Incentive Program has concluded.

In a continued effort to encourage residential solar installation on Mare Island, a successor program, the Solar Incentive Program II is adopted on July 1, 2017. The Solar Incentive Program II is available to residential solar installations only and the maximum amount of any application is capped at \$5,000.

2) Program Eligibility and General Requirements

- a) Solar Program Incentive will be made available to all residential customers who take electric service from Island Energy on Mare Island on a first come first serve basis.
- b) All PV solar systems receiving incentives from Island Energy must be connected to Island Energy's distribution system, with the provision that all applications are approved by the Utility and shall be consistent with the California Energy Commission's rules for customer generating facility interconnections.
- c) All photovoltaic ("PV") solar systems installed within the Utility's service area on Mare Island must be installed in conformance with the manufacturer's specifications and in compliance with the Utility's engineering criteria for interconnection to the Utility's electric distribution system and all applicable electrical and building code standards.
- d) The solar energy system should be located on the same premises where the consumer's electricity demand is located. A customer cannot interconnect a solar-electric system to Island Energy's distribution system without an executed Interconnection and New Metering Agreement (if the total rated generating capacity used by Eligible Customer-Generators is less than 5 percent of Utility's aggregate customer peak demand) or Interconnection and Exported Renewable Energy Agreement (if the total rated generating capacity used by Eligible Customer-Generators exceeds 5 percent of Utility's aggregate customer peak demand) allowing the interconnection to proceed.
- e) All components in the solar energy system must be new and unused and have not previously been placed in service in any location and for any other application. All solar energy system must have a minimum 10-year warranty to protect against defects and

undue degradation of electrical generation output.

- f) Eligible solar technologies must primarily generate electricity. “PV” refers to flat-plate non-concentrating photovoltaic modules, and “other solar electric generating technologies” refers to all solar electric generating technologies except flat-plate non-concentrating photovoltaic modules.
- g) All major solar energy system components eligible for Public Benefits Fund under SB1 shall be included on the Energy Commission’s Eligible Equipment Lists. This includes PV modules, other solar electric generating technologies, inverters, and meters. Information on solar energy system components can be found at <http://www.GoSolarCalifornia.org>.
- h) The solar energy systems receiving monetary incentives are intended primarily to offset part of the consumer's own electricity demand. The solar system must produce at least 1 kilowatt (kW) and no more than 1 megawatt (MW) alternating current rated peak electricity, accounting for all system losses, and meet or exceed the eligibility criteria established in this Tariff.

3) Program Participants

- a) Host Customer
- b) The Host Customer is the owner or tenant of the premises where the PV solar system will be installed. The Host customer must have a valid Utility account with Island Energy at the time the application is submitted.
- c) System Owner
- d) The System Owner is the owner of the PV solar system at the time the incentive is paid. In the case of third-party-owned (or leased) system, the third party is the system owner.
- e) Program Applicant
- f) The applicant is the primary contact for the Solar Incentive Program application process, the system owner remains the legal party to the PV solar system during the life span of the system unless the Host Customer elects to purchase the PV solar system for its residual value during the life time of the system.

4) System Installer

- a) All eligible PV solar systems shall be installed by individuals with a current A, B, C-10, or C-46 contractor license. Roofing contractors with a current C-39 license may place PV panels in accordance with the limitations of their license; however, electrical connections shall not be made by a roofing contractor. **Installation by certified installers is encouraged, though not required. Systems may be self-installed by the purchaser.**
- b) The Utility will conduct system inspection visit in order to verify that the system is installed as represented in program applications, are operational, interconnected and conform to all Utility criteria.
- c) The Utility reserves the right to disqualify installers from future program participation

for failed inspections due to gross negligence, fraud, or uncorrected mechanical failures.

5) System Sizing

Solar customers may size their solar systems to offset up to 100% of their annual electricity usage. The Utility evaluates solar system size based on the customer's historical load of the previous 12 months. The Utility will not provide a rebate for the oversized portion of a solar system.

6) Incentive Assessment and Structure

- a) For PV solar systems installed at residential premises, the Utility will provide an incentive at a value of \$1.00 per installed watt rebate, up to \$5,000 or 50% of the installed cost for each installation, whichever is less, subject to Funds available under the Public Benefits Program, with the customer being responsible for all other costs of installation, including the required meters;
- b) The Utility uses the California Solar Incentive's (CSI) Expected Performance Based Buy-down (EPBB) calculator for PV system under 30 Kilowatts (kW) and Performance Based Incentive (PBI) calculators for system 30 kW and above as reference to determine rebate amount. The EPBB incentive is a one-time payment paid at the time the system is installed and inspected by the Utility and the payment is based on expected electrical output of the solar system. The PBI incentive is paid on a fixed dollar per kilowatt-hour of metered electrical output of the solar system over the course of five years. The EPBB and the PBI payment are intended to be financially equivalent.

Timeline:	FY 2017 – 2018	FY 2018 – 2019
Incentive Rate:	\$1.00 / Installed Watt	\$1.00 / Installed Watt

- c) Additions to existing system are only allowed for systems that met program requirements at the time of installation. The newly added generating equipment shall be selected from the current lists of eligible equipment and meet the current requirements, including the requirement for a 10-year warranty. All of the current program eligibility criteria and documentation requirements apply to the added equipment.
- d) The Solar Incentive Program II rebate is intended and limited for residential electric retail customers who install PV systems on their premises within the Utility's services area. No rebate will be available for PV solar system installed by developers who build, construct, retrofit or rehabilitate real property for resell or lease.
- e) All rebate amounts offered shall be effective for 180 days from the time stamp on the customer's approved application. If a customer has not proceeded with the PV installation within 180 days of application approval the Utility will assume the customer has abandoned the project and the approved application will expire and offered rebate amount will be made available to other customers. The customer may reapply after the 180 days has expired.
- f) For PV solar system smaller than 30 kW, rebate payment will be made to the Host Customer, the System owner or a designated third party as indicated on the Island Energy Solar Incentive Program Application Form.

- g) For PV solar system 30 kW and above, the incentive is paid monthly over a 5-year term based on the actual energy generated. The system owner must provide monthly production data to the Utility for calculation of the performance-based incentive up to five years, or until reach the \$50,000 rebate cap for commercial solar application

7) Site Inspection and System Verification

To be eligible for the Solar Incentive Program rebates, all Host Customers, System Owners and all Applicants must agree to provide Island Energy access to the site and any available data and information collected on the system for a period up to 10 years.

Island Energy will conduct site inspection to verify solar systems are installed as represented in applications, are operational, interconnected and conform to the eligibility criteria of the Solar Incentive Program before the system can be energized.

8) Ownership of Environmental Attributes

The System Owner shall assign the Utility any and all environmental attributes, including but not limited to renewable energy credits, green tags and carbon credit/allowances generated by the PV solar system that receives rebate on during the entire lifetime of the PV Solar system. The Utility shall have sole discretion and full benefits of any and all environmental attributes, renewable energy credit, carbon credit/allowances and energy deduction with respect to the system that received rebate from the Utility.

9) Net Energy Metering Program and Exported Renewable Energy Program

Before July 1, 2016, the total rated solar generating capacity installed by Eligible Customer-generators exceeded the 5% threshold of the Utility's aggregate customer peak demand and the Utility closed the Net Energy Metering Program. Customers who have previously been approved for the Net Energy Metering Program remain eligible for the program. Customers who move into premises with a system previously been approved for the Net Energy Metering Program are also eligible for the program providing they sign the interconnection and Net Energy Metering agreement. Increase in the generating capacity of systems eligible for the Net Energy Metering program is not permitted.

After July 1, 2016, the successor program Exported Renewable Energy Program is available to solar customers where a new system would be installed. Solar customer-generators who are on the Exported Renewable Program will be compensated for their exported solar power at the average annual energy purchase price determined by the Utility's annual Rate Case. For program details please refer to Rate Schedule ERE.

The following table illustrates the differences between the two Programs:

Solar Net Energy Metering (NEM) Program	Solar Exported Renewable Energy (ERE) Program
<ol style="list-style-type: none"> 1. Full retail credit for excess solar generation during a 12-month cycle 2. Allow to bank excess solar generation credits of a 12-month cycle 3. Energy net surplus compensated at annual energy acquisition rate at the end of a 12-month cycle 4. Monthly meter service fee applied 5. Public Benefits Charge billed on annual net consumption 	<ol style="list-style-type: none"> 1. No banking of excess solar generation 2. Exported energy compensated at annual energy acquisition rate 3. Energy charges and credits applied on a monthly basis 4. Monthly meter service fee applied 5. Public Benefits Charge billed on monthly electricity consumption

10) Solar System Sizing and Application Process

- a) Obtain a Solar PV Rebate Application Form and an Interconnection and Exported Renewable Energy Agreement. Fill out the application form and submit it to the Utility with the required support documents via internet, mail or office drop-off. The Utility will process all completed applications within thirty (30) days.
- b) Upon receiving approval from the Utility, the Customer must sign the Interconnection Agreement to participate in Island Energy’s Solar Incentive Program and Exported Renewable Energy Program.
- c) Receive a building permit from the City of Vallejo. It is recommended to get application approval from the Utility before obtaining the building permit.
- d) After receiving the building permit, the Customer should begin the installation process within 180 days of receiving the Utility’s approval or the application will expire.
- e) Upon completion of the installation, obtain a building safety inspection from the Building Department of the City of Vallejo.
- f) The Utility will be notified by the Building Department of Vallejo, and the Utility will perform a Utility inspection and replace the regular meter with a bi-directional meter. Once the bidirectional meter is installed, your solar system is interconnected to the Utility’s grid.
- g) A rebate check will be issued for newly installed systems to the solar customer or a designated third party as indicated on the application form within 4-6 weeks after the solar system is interconnected to the grid. The Utility has sole discretion on the final rebate amount.
- h) All Solar customers and solar services companies must follow the application process in this Tariff. Any violation of this application process may lead to cancellation of the rebate.

11) Application Attachments

- a) Recent Utility bill showing electric usage of the service location,
- b) Purchase order, contract or lease for the PV system installation, showing equipment size and proof of the 10-year warranty.
- c) A shading analysis, if not a minimally shaded area,
- d) Energy Audit Report for commercial customers (not required for residential customers).

12) Non-bypassable Charges

Customer-Generators shall not be exempt from certain charges paid by other Customers in order to avoid any shortfall, resulting in a shifting of the burden of these charges to the remaining non-generating Customers.

These charges may include all or some of the following:

- (i) The Public Benefits Program (Section 14.A – California Public Benefits Program),
- (ii) Outstanding Power Purchase Costs (“OPPC”),
- (iii) Capital Improvement Debt (“CID”) (Repayment of loans for capital improvements made necessary as a result of the aging electrical system) and
- (iv) Operational Financial Assistance (“OFA”) (Repayment of loans made necessary during periods where there are shortfalls in cash flow necessary to meet current obligations in between rate adjustments), and either appear as a line item on the monthly bill to all Customers or as a debt to be repaid as part of the yearly rate case.

D. DEVELOPMENT FUND

1) General

As part of the ongoing efforts to redevelop Mare Island, a facility Development Fund (“Development Fund” or “Fund”) will be established to provide financial assistance to the City of Vallejo (“City”) or a Qualified Developer (as defined herein) for use in the development or re-working of electric and gas Utility facilities in conjunction with City’s redevelopment activities on Mare Island.

There shall be but one (1) Fund from which both electric and gas development projects may receive funding.

The same application procedure will be applicable to both, and withdrawals from the Development Fund for gas projects will reduce the Funds availability for electric projects and vice versa.

2) Contributions to the Fund; Maximum Balance

- a) The Utility will commence regular contributions to the Development Fund by the collection of two percent (2%) of the gross annual receipts from the sale of electricity and gas by the Utility.
- b) The Development Fund shall have a maximum balance of Three Hundred Fifty Thousand Dollars (\$350,000) at any one time. Contributions to the Development Fund shall continue on an ongoing basis until the maximum balance is attained. At such time the maximum balance is attained, all collections for this Fund and contributions by the Utility shall cease.
- c) If a withdrawal causes the balance in the Development Fund to drop below the maximum balance herein established, Utility shall once again commence making contributions under these same terms beginning on the month following the month during which the Development Fund was so reduced.
- d) The Development Fund shall not be increased by receipt of interest on its balance at any time. Any interest earned on the principal balance shall be directed into Utility’s operational account for general purpose use. There shall be no monetary obligation by the Utility under this Section beyond the balance contained in the Development Fund.

3) Withdrawal from the Fund

The City or any Developer under contract with the City for the redevelopment of any portion of Mare Island (“Qualified Developer”) may request proceeds from the Development Fund for use in Utility development made necessary by redevelopment activities on Mare Island.

Any application of proceeds from the Development Fund must be Utility related and limited to relocating electric and gas facilities in conformance with Mare Island Reuse Plan, as amended from time to time. The amount of support under the Development Fund is limited to the balance of the Development Fund as determined hereunder.

4) Process for Withdrawal

The City or a Qualified Developer may request a withdrawal from the Development Fund for use consistent with Mare Island Reuse Plan under the following criteria:

- a) The City or Qualified Developer may request Development Funds in support of the development of electric and/or gas distribution facilities owned by the Utility on a specific project-by-project basis.
- b) Such request shall be tendered to the Utility in writing, indicating the specific project, and the amount requested, the time frame during which development activities should be completed, and any other information or data pertaining to the project which is required by the Utility to meet both the Funding and development requirements associated with the project.
- c) The City and the Utility shall work together to develop a form of request satisfactory to meet the needs of the City, any Qualified Developer and the Utility.
- d) The City and the Utility shall endeavor to communicate on an ongoing basis so that any projects might be foreseen and may be approached as efficiently as possible.
- e) The City or any single Qualified Developer shall not be entitled to a withdrawal of more than fifty percent (50%) of the Development Fund balance as it exists on the date and at the time of the submittal of the application under this section, after having deducted all amounts which are the subject of prior applications under consideration.
- f) In the event a prior application is denied prior to a final determination on the later application, the Funds available to the later applicant shall be recalculated as if the prior application had not been made. Prior to payment hereunder, the City or a Qualified Developer must:
 - (i) Have submitted a project application,
 - (ii) Paid the application fee,
 - (iii) Entered into a Working Contract with Utility,
 - (iv) Completed the project in compliance with all the terms of its agreements with Utility and;
 - (v) be in compliance with these Tariffs. Any failure to comply with the requirements of this Section shall result in the restoration of the Funds earmarked for the Qualified Developer to the Development Fund. The application for a withdrawal from the Development Fund will be processed in the order in which the applications are submitted.
- g) In the event the City or a Qualified Developer otherwise meets all of the criteria set forth in this Section and the Executive Director has agreed to Fund in whole or in part the development project, such Applicant may request to have the Utility carry out the development project.
- h) The Utility, if it accepts responsibility for the design and construction of the development project, shall charge the Development Fund for all engineering, design, construction, labor, equipment and other costs and expenses, to the extent Development

Funds have been approved for use on the development project.

- i) Any costs above and beyond the Funds available hereunder shall be the sole responsibility of the Applicant. For a development project with estimated cost of \$10,000.00, or less the Utility's General Manager shall have sole discretion to decide whether the Utility will take on the project or not. For development projects with an estimated cost of over \$10,000.00, the Executive Director of Pittsburg Power Company ("PPC") shall have sole discretion to decide whether the Utility will assume the project or not.
- j) The Executive Director shall review each request for withdrawal from the Development Fund for all projects with an estimated cost of more than \$10,000.00, and shall, at the Executive Director's sole discretion, decide to Fund or not to Fund all or part of the requested development project out of the Development Fund.
- k) The Executive Director's decision will be based on the finding of whether the project is viable and can be completed successfully, is consistent with the Reuse Plan, as amended from time to time, and is consistent with the conditions of this Section. For all projects with an estimated cost of \$10,000.00 or less, the General Manager shall be responsible for the review and determination whether to approve the application, and in making such determination shall exercise the same discretion as that exercised by the Executive Director on projects with an estimated cost of more than \$10,000.00.
- l) For projects with an estimated cost of more than \$10,000.00, a City or Qualified Developer who is not satisfied with the decision of the Executive Director, has recourse by appeal to the full PPC Board of Directors ("Board"). In which event the City or Qualified Developer shall, within ten (10) days of the mailing of the Executive Director's written decision, submit a written appeal containing all arguments in favor of the use of Development Funds for project, along with any relevant exhibits demonstrating compliance with the conditions of this Section to the Board.
- m) The Board will thereafter consider the appeal in a timely manner at a regular noticed meeting and its decision shall be final. For projects with an estimated cost of \$10,000.00 or less, the decision not to approve the use of Funds from the Development Fund will, at the request of the Applicant, be reviewed by the Executive Director, who's determination shall be final.
- n) The amount of Funding available to the City or Qualified Developer under this procedure is strictly limited to the amount determined under Section 14.D.2, above.
- o) All Funds held in and distributed from the Development Fund are public Funds within the meaning set forth in California Labor Code sections 1720, et seq., and may or may not be subject to the prevailing wage laws contained therein. The City or Qualified Developer shall indemnify the Utility and PPC against any and all claims regarding any failure to pay prevailing wages.
- p) Limited Obligation
- q) Other than as set forth in this Section and in Sections 6.K and 6.L, the Utility shall incur no other obligation to Fund the Utility facility expenses incurred by the City or any developer.
- r) Termination:

- s) The Development Fund shall terminate at the earlier of the following dates:
 - (i) The date on which those Qualified Developers having charge of redevelopment pursuant to the Reuse Plan, as amended from time to time, have completed their work or,
 - (ii) February 1, 2025.



Rate Schedule CES-1 METERED SMALL COMMERCIAL ELECTRICAL SERVICE

APPLICABILITY

This schedule is applicable to small industrial/commercial Customers whose single meter monthly electricity consumption is no greater than 86,400 kWh.

RATES:

Service Type

Secondary Voltage (120, 120/208, 120/240, 240, 480, 277/480)

Basic Service Fee, per meter per day.....\$0.3220

Energy Charge, per kWh.....\$0.23206

Primary Voltage (12,000 volts)

Basic Service Fee, per meter per day.....\$0.3220

Energy Charge, per kWh.....\$0.19230

The minimum charge on this rate schedule shall equal the Basic Service Fee.

SPECIAL CONDITIONS:

1. Definitions: The definitions of terms used in this Rate Schedule are found either herein or in Section 2 of the Tariff.
2. Voltage: Service under this schedule normally will be supplied at a standard available voltage in accordance with Section 3 of the Tariff.
3. Voltage Regulators: Voltage Regulators, if required by the Customer, shall be furnished, installed, owned, and maintained by the Customer.
4. Reconnection Charge: In the event that a Customer terminates service under this Rate Schedule and re-initiates service under this, or any other, Rate Schedule at the same location within 12 months, there will be a Reconnection Charge equal to the minimum charge which would have been billed had the Customer not terminated service.



Rate Schedule CES-2 METERED INDUSTRIAL / COMMERCIAL ELECTRICAL SERVICE

APPLICABILITY

This schedule is applicable to industrial/commercial Customers whose single meter indicates its monthly electricity usage is between 86,400 and 360,000 kWh in any particular month. Customers whose monthly consumption falls in this range will be billed at this rate class for that particular month.

RATES:

Service Type

Secondary Voltage (120, 120/208, 120/240, 240, 480, 277/480)

Basic Service Fee, per meter per day.....\$4.50760

Energy Charge, per kWh.....\$0.21116

Primary Voltage (12,000 volts)

Basic Service Fee, per meter per day.....\$4.50760

Energy Charge, per kWh.....\$0.19230

The minimum charge on this rate schedule shall equal the Basic Service Fee.

SPECIAL CONDITIONS:

1. Definitions: The definitions of terms used in this Rate Schedule are found either herein or in Section 2 of the Tariff.
2. Voltage: Service under this schedule normally will be supplied at a standard available voltage in accordance with Section 3 of the Tariff.
3. Eligibility for Primary Voltage Service: The Utility at its sole discretion will determine whether a Customer may receive Primary Voltage Service.
4. Voltage Regulators: Voltage Regulators, if required by the Customer, shall be furnished, installed, owned, and maintained by the Customer.
5. Reconnection Charge: In the event that a Customer terminates service under this Rate Schedule and re-initiates service under this, or any other, Rate Schedule at the same location within 12 months, there will be a Reconnection Charge equal to the minimum charge which would have been billed had the Customer not terminated service.



Rate Schedule CES-3 METERED LARGE INDUSTRIAL / COMMERCIAL ELECTRICAL SERVICE

APPLICABILITY

This schedule is applicable to large industrial/commercial Customers whose single meter indicates its monthly electricity usage is between 360,000 and 720,000 kWh in any particular month. Customers whose monthly consumption falls in this range will be billed at this rate class for that particular month.

RATES:

Service Type

Secondary Voltage (120, 120/208, 120/240, 240, 480, 277/480)

Basic Service Fee, per meter per day.....\$19.3183

Energy Charge, per kWh.....\$0.20736

Primary Voltage (12,000 volts)

Basic Service Fee, per meter per day.....\$32.1971

Energy Charge, per kWh.....\$0.19230

The minimum charge on this rate schedule shall equal the Basic Service Fee.

SPECIAL CONDITIONS:

1. Definitions: The definitions of terms used in this Rate Schedule are found either herein or in Section 2 of the Tariff.
2. Voltage: Service under this schedule will be supplied at the voltages listed above
3. Eligibility for Primary Voltage Service. The Utility at its sole discretion will determine whether a Customer may receive Primary Voltage Service.
4. Voltage Regulators: Voltage Regulators, if required by the Customer, shall be furnished, installed, owned, and maintained by the Customer.
5. Reconnection Charge: In the event that a Customer terminates service under this Rate Schedule and re-initiates service under this, or any other, Rate Schedule at the same location within 12 months, there will be a Reconnection Charge equal to the minimum charge which would have been billed had the Customer not terminated service.



Rate Schedule CES-4

METERED VERY LARGE INDUSTRIAL / COMMERCIAL ELECTRICAL SERVICE

APPLICABILITY

This schedule is applicable to very large industrial/commercial Customers whose single meter indicates its monthly electricity usage exceeds 720,000 kWh in any particular month. Customers whose monthly consumption exceeds this threshold will be billed at this rate class for that particular month.

RATES:

Service Type

Secondary Voltage (120, 120/208, 120/240, 240, 480, 277/480)

Basic Service Fee, per meter per day.....\$38.6365

Energy Charge, per kWh.....\$0.196992

Primary Voltage (12,000 volts)

Basic Service Fee, per meter per day.....\$48.2962

Energy Charge, per kWh.....\$0.19230

The minimum charge on this rate schedule shall equal the Basic Service Fee.

SPECIAL CONDITIONS:

1. Definitions: The definitions of terms used in this Rate Schedule are found either herein or in Section 2 of the Tariff.
2. Voltage: Service under this schedule will be supplied at the voltages listed above
3. Eligibility for Primary Voltage Service: The Utility at its sole discretion will determine whether a Customer may receive Primary Voltage Service.
4. Voltage Regulators: Voltage Regulators, if required by the Customer, shall be furnished, installed, owned, and maintained by the Customer.
5. Reconnection Charge: In the event that a Customer terminates service under this Rate Schedule and re-initiates service under this, or any other, Rate Schedule at the same location within 12 months, there will be a Reconnection Charge equal to the minimum charge which would have been billed had the Customer not terminated service.



**Rate Schedule RES-1
METERED RESIDENTIAL
ELECTRICAL SERVICE**

APPLICABILITY

This schedule is applicable to all residential Customers receiving metered service. A residential Customer is defined as using a single-phase domestic service for lighting, heating, cooking, water heating, and power, or a combination thereof, in single family dwellings, flats, and apartments, separately metered by the utility and to single-phase service used in common for residential purposes by tenants in multi-family dwellings.

RATES:

Basic Service Fee, per meter per day.....\$0.3220

Monthly Electricity Usage <=4,500kWh

Energy Usage Charge, all kWh, \$/kWh.....\$0.21116

The minimum charge on this rate schedule shall equal the Basic Service Fee times the number of days in a billing cycle.

The minimum charge on this rate schedule shall equal the Basic Service Fee.

SPECIAL CONDITIONS:

1. **Definitions:** The definitions of terms used in this Rate Schedule are found either herein or in Section 2 of the Tariff.
2. **Voltage:** Service under this Rate Schedule normally will be supplied at a standard available voltage in accordance with Section 3 of the Tariff.
3. **Voltage Regulators:** Voltage Regulators, if required by the Customer, shall be furnished, installed, owned, and maintained by the Customer.
4. **Reconnection Charge:** In the event that a Customer terminates service under this Rate Schedule and re-initiates service under this, or any other, Rate Schedule at the same location within 12 months, there will be a Reconnection Charge equal to the minimum charge which would have been billed had the Customer not terminated service.
5. **FERC Adjustments:** As FERC could potentially legally change the terms and conditions in PG&E's electricity purchase contracts, any resulting incremental rate increase of electricity to Island Energy will be added to the Energy Charge above as a pass-through rate.



Rate Schedule RES-2
METERED RESIDENTIAL
ELECTRICAL SERVICE (OVER 4,500KWH)

APPLICABILITY

This schedule is applicable to all residential Customers with monthly electricity usage over 4,500 kWh. A residential Customer is defined as using a single-phase domestic service for lighting, heating, cooking, water heating, and power, or a combination thereof, in single family dwellings, flats, and apartments, separately metered by the utility and to single-phase service used in common for residential purposes by tenants in multi-family dwellings.

RATES:

Monthly Electricity Usage > 4,500kWh

Basic Service Fee, per meter per day.....\$0.3220

Energy Usage Charge, all kWh, \$/kWh.....\$0.39336

The minimum charge on this rate schedule shall equal to the Basic Service Fee times the number of days in a billing cycle.

SPECIAL CONDITIONS:

1. Definitions: The definitions of terms used in this Rate Schedule are found either herein or in Section 2 of the Tariff.
2. Voltage: Service under this Rate Schedule normally will be supplied at a standard available voltage in accordance with Section 3 of the Tariff
3. Voltage Regulators: Voltage Regulators, if required by the Customer, shall be furnished, installed, owned, and maintained by the Customer
4. Reconnection Charge: In the event that a Customer terminates service under this Rate Schedule and re-initiates service under this, or any other, Rate Schedule at the same location within 12 months, there will be a Reconnection Charge equal to the minimum charge which would have been billed had the Customer not terminated service.
5. FERC Adjustments: As FERC could potentially legally change the terms and conditions in PG&E's electricity purchase contracts, any resulting incremental rate increase of electricity to Island Energy will be added to the Energy Charge above as a pass-through rate.



Rate Schedule LS LIGHTING SERVICE

APPLICABILITY

This rate schedule applies to all electric Customers receiving unmetered service from the utility for lighting facilities that are controlled by an electronic photo-sensitive switch. This rate schedule further applies only to Customers that own, operate and maintain the lighting fixtures and wiring connected to the utility's system, and is limited to the lamp types and wattage ranges listed below.

RATES:

The total monthly charge per lamp is equal to the sum of the facility charge and the energy charge:			
Facility Charge Rate, per lamp per month.....		\$0.20700	
Energy Charge Rate, per kWh.....		\$0.16755	
Monthly energy charges per lamp are calculated using the following formula:			
$\dots\dots\dots (\text{Lamp-wattage} + \text{Ballast-wattage}) \times 4100/12/1000 \times \text{Energy-rate}$ $\dots\dots\dots \text{Where: Ballast-wattage} = \text{Lamp-wattage} \times \text{ballast-factor}$			
<u>Ballast Factors by Lamp Type and Wattage Range:</u>			
<u>Watt Range</u>	<u>Ballast Factor</u>	<u>Watt Range</u>	<u>Ballast Factor</u>
<u>INCANDESCENT</u>		<u>LIGHT EMITTING DIODES</u>	
0 to 200	0.00%	0 to 50	0.00%
<u>MERCURY VAPOR</u>		<u>HIGH PRESSURE SODIUM VAPOR (120 VOLT)</u>	
1 to 75	31.00%	1 to 40	25.44%
76 to 125	17.07%	41 to 60	22.93%
126 to 325	13.69%	61 to 85	21.25%
326 to 800	11.22%	86 to 125	20.00%
801 +		10.34% 126 +	17.07%



Rate Schedule LS

LIGHTING SERVICE (CONT.)

<u>METAL HALIDE</u>			<u>HIGH PRESSURE SODIUM VAPOR (240 VOLT)</u>		
1 to	85	25.44%	1 to	60	40.49%
86 to	200	24.39%	61 to	85	42.16%
201 to	375	22.93%	86 to	125	37.56%
376 to	700	18.54%	126 to	175	34.63%
701 +			13.27%	176 to	225 18.54%
				226 to	280 17.07%
				281 to	380 14.35%
				381 +	12.68%
<u>LOW PRESSURE SODIUM VAPOR</u>			<u>INDUCTION</u>		
1 to	40	75.61%	0 to	200	3.45%
41 to	75	54.32%	26.83%		
76 to	110	46.34%			
111 to	160	34.42%			
161 +					
<u>SPECIAL CONDITIONS</u>					
<ol style="list-style-type: none"> 1. <u>Type of Service</u>: Service under this rate schedule will normally be provided only to multiple lighting systems that are supplied by the utility at a standard secondary voltage of 120 volts or 240 volts single-phase. 2. <u>Photo Controls</u>: This schedule is predicated on electronic type photo controls meeting ANSI standard C136.10, with a turn-on value of 1.0 foot-candles and a turn-off value of 1.5 foot-candles. Electro-mechanical or thermal type photo controls are not acceptable for this rate schedule. 3. <u>Annual Operating Schedules</u>: The rates under this schedule assume 4100 operating hours per year (approximately 11 hours per night), and apply to lights which will turn on and off once each night. 4. <u>Light or Pole Numbering</u>: Pole number sequencing and coding for single lights or multiple lights on a single pole shall be provided by the Customer in a format acceptable to the utility. The Customer shall provide physical numbering on lights or poles in order to facilitate accurate billing and inventory reporting prior to energizing facilities. Numbering must be legible from the ground. 5. <u>Lighting Inventories</u>: The Customer shall submit an initial inventory of the location, type and wattage for each light, including any non-conforming loads connected to the lighting system, in a format acceptable to the utility before the lighting system is connected to the utility system. An updated inventory shall be submitted annually after the initial inventory. The Customer shall inform the utility in writing within 30 days of any changes to the inventory. 6. <u>Non-conforming loads</u>: Any load other than the lighting loads listed in this rate schedule is a non-conforming load, and shall require approval from the utility before they are connected to an unmetered lighting service. Non-conforming loads will only be approved for governmental agencies. Each non-conforming load shall not exceed 150 watts per circuit, or light for individually connected lights. Any non-conforming load exceeding this limitation requires metering of the Customer's system at the utility's connection point. The monthly billed charges for approved unmetered non-conforming loads will be based on the rated or measured full-load input wattage and verified hours of operation. 					



Rate Schedule MLS MOTOR LOAD SERVICE

APPLICABILITY

This schedule is applicable to all electric Customers receiving unmetered service from the utility for electric motor load. This is further restricted to Customers that own, operate, and maintain the electrical wiring from the motor to the utility's primary, or secondary, circuits that are in place to service Customers other than the motor load Customer.

RATES:

Basic Service Fee, per meter per day.....\$0.15

Rated Horsepower Charge, per Horsepower, per day...\$6.00

1. Definitions: The definitions of terms used in this Rate Schedule are found either herein or in Section 2 of the Tariff.
2. Voltage: Service under this schedule normally will be supplied at a standard available voltage in accordance with Section 3 of the Tariff.
3. Voltage Regulators: Voltage Regulators, if required by the Customer, shall be furnished, installed, owned, and maintained by the Customer.
4. Reconnection Charge: In the event that a Customer terminates service under this Rate Schedule and re-initiates service under this, or any other, Rate Schedule at the same location within 12 months, there will be a Reconnection Charge equal to the minimum charge which would have been billed had the Customer not terminated service.
5. Ownership of Facilities: The utility may, at its option, with the agreement of the Customer, own the facilities connecting the lighting fixture to the utility's electrical system, provided that the Customer has made arrangements to pay for this service according to Section 8.
6. The Horse Power: The Horsepower of the motor shall be determined by the utility.



Rate Schedule SE SERVICE ESTABLISHMENT FEE

APPLICABILITY

This schedule is applicable to all electric Customers requesting service from the utility, where all facilities are in place to allow the establishment of service by a single meter.

RATES:

Service Establishment Charges

.....During normal working hours	\$15.00
.....During normal working hours with less than	
..... Four-Hour Notice	\$30.00
.....During non-working hours	\$60.00

SPECIAL CONDITIONS

1. The service establishment charge provided for herein is in addition to the charges calculated in accordance with all other charges and applicable Tariffs. The charge will be made each time an account is opened, and will include a turn-on or reconnection of electric service requiring a meter set or change of name on the account, or additional meter read.



SHEET NO. 17-18-M
SHEET NO. 09-10-M

Rate Schedule M

MEDICAL RESIDENTIAL ELECTRICAL SERVICE DISCOUNT

APPLICABILITY

This schedule is applicable to all residential Customers receiving metered service and that qualify for the Medical Support Baseline Program

REQUIREMENTS:

To qualify for the Medical Residential Electrical Service Discount you must provide certification by a physician or osteopath that you or a full time resident in your home is dependent on a medical equipment device used in your home, or is a Paraplegic, Quadriplegic, Hemiplegic, or a Multiple Sclerosis patient with special electric space heating needs or air conditioning needs. Medical conditions other than paraplegia, hemiplegia, quadriplegia, or multiple sclerosis may also qualify for this rate if electrically operated equipment is used to sustain, restore, or supplant a vital function if approved by the Utility.

RATES:

Qualified Customers that participate in the Medical Emergency Number Discount Rate will receive 20% discount of their total utility bill.

MEDICAL EQUIPMENT DEVICE

A medical equipment device, for purposes of the Medical Residential Electrical Service Discount, is defined as any medical device requiring utility-supplied energy for its operation that is regularly required to sustain the life of a full-time resident in the home. Qualifying medical equipment includes, but is not limited to, respirators, iron lungs, hemodialysis machines, suction machines, electric nerve stimulators, pressure pads and pumps, aerosol tents, electrostatic and ultrasonic nebulizers, compressors, IPPB machines, and motorized wheelchairs. The term also includes air conditioning for all residential rate categories or electric heat for Customers on an electric space heat rate, for paraplegic, hemiplegic, or quadriplegic and multiple sclerosis patients. Devices used for therapy rather than for life support generally do not qualify.



Rate Schedule MISC PROJECT CHARGES AND FEES

APPLICABILITY

Applicable to any person or entity requesting the utility to supply electric service, relocate electric facilities, or upgrade electric facilities.

RATES:

Project Application Fee

\$5,000 deposit is required at the time when a project application is submitted to Island Energy.
\$1,400 will be charged against this deposit as administrative fee.

Island Energy Labor Rates

During normal working hours - Published City of Pittsburg Full Cost Hourly Rate
(7:30am to 4:00 pm) Monday through Friday and not holidays)

During non-normal working hours - 1.5 times Published City of Pittsburg Full Cost Hourly Rate

There will be a 1 hour minimum charge per event, billed in increments of one-half hour thereafter.

Project Administration Charge

.....
In the case that the Utility handles contractor contracts and materials for the Customer, project costs including but not limited to equipment, materials, engineering and contractor fees will be subject to a 15% mark up to cover project administration costs.



Rate Schedule NCE

NEW COMMERCIAL ELECTRICAL SYSTEMS REIMBURSEMENT

APPLICABILITY

Applicable to monetary reimbursement to an Applicant for a percentage of those Eligible Expenses associated with and incurred in the construction and placement of new electrical distribution system or systems which result in New Permanent Load of 150,000 kWh per month averaged over a 12 month period under Section 6.L of these Tariffs.

RATES:

1. **MAXIMUM REIMBURSEMENT:** The total amount subject to reimbursement is Thirty-three Percent (33%) of Eligible Expenses of new commercial electrical systems.
2. **PAYMENT CALCULATION:** The amount of reimbursement owed to a Qualified Developer shall be determined based on the increase in incremental load ("Incremental Load Increase") over the total load as determined during the fiscal year immediately prior to project completion ("Base Year"). The amount to be collected and made available for reimbursement shall be calculated by applying a factor of \$0.005/kWh to the Incremental Load Increase ("Commercial Reimbursement). When two (2) or more parties make joint contributions or advances on the same new electrical transmission of distribution system, reimbursements will be distributed to these parties in the same proportion as their individual contributions or advances bear to the total Eligible Expense.
3. **TIMING OF PAYMENT:** Commercial Reimbursements shall be reconciled annually. Reimbursements hereunder shall be made without interest and shall be dispersed no later than September 30th following the fiscal year end for the fiscal year within which a claim for reimbursement hereunder has been made.
4. **FINAL DETERMINATION:** This is a voluntary program and may be terminated at any time. All collection and reimbursement shall in any event cease after the total of all obligations hereunder are paid or February 1, 2025, which ever event occurs first. All determinations relating to reimbursable amounts or credits made by utility shall be final.



Rate Schedule N

LOW INCOME RESIDENTIAL ELECTRICAL SERVICE

APPLICABILITY

This schedule is applicable to all residential Customers receiving metered service and that qualify for the Residential Electrical Low Income Assistance Program

REQUIREMENTS:

Customers must submit an Application in the form set forth on the Island Energy Web Site. Each such Application must be accompanied by a copy of his/her U.S. Tax Return from the previous year along with other proof acceptable to the utility which is sufficient to establish all household income.

Customers shall be recertified for eligibility at least once per year, but the utility may request an updated verification of income at its discretion. It is the responsibility of the Customer to reapply on the anniversary date of the first application of the reduced rate hereunder.

It is the Customer's obligation to notify the utility within thirty (30) days once the Customer is no longer eligible for the Low Income Residential Electrical Service Rate. In the event it is determined that the Customer was not entitled to the reduced rate because the Customer did not provide accurate information the utility shall be entitled to recover all amounts to which it was entitled to under the regular rate schedules set forth in these Tariffs.

RATES

Customers that qualify for the Low Income Residential Electrical Service Rate will receive a 20% discount of applicable residential electric rate at each tier. The rate option will be effective in the month following utility's approval of the application.



Rate Schedule N
LOW INCOME RESIDENTIAL ELECTRICAL SERVICE
(CONT.)

INCOME ELIGIBILITY:

<u>Number of Persons in House-</u> <u>hold</u>	<u>Maximum Annual</u> <u>Household Income</u>
1-2	\$30,500
3	\$35,800
4	\$43,200
5	\$50,600
6	\$58,000
Each additional member, add:	\$7,400



SHEET NO. 18-19-NEM
CANCELING SHEET NO. 17-18-NEM

Rate Schedule NEM NET ENERGY METERING PROGRAM

APPLICABILITY

This schedule is applicable to Eligible Customer-Generators, as defined in Section 2827 of the California Public Utilities Code, operating a renewable electrical generation facility, as therein defined, located on the customer's owned, leased, or rented premises with a capacity of no more than one megawatt that is intended primarily to offset part or all of the customer's own electrical requirements and which is interconnected and operates in parallel with Utility's power system pursuant to an interconnection and metering agreement with Utility.

This Rate Schedule is available on a first-come, first-served basis until the total rated generating capacity used by Eligible Customer-Generators exceeds 5 percent of Utility's aggregate customer peak demand established when the Solar Incentive program began. Once the total rated generating capacity reaches 5 percent of Utility's aggregate customer peak demand, the Utility may at its sole discretion close this rate schedule to new customers. Customers who have been approved for this program will remain eligible for the program while they occupy the premises at which the approved system has been installed. Customers who move into premises with a system previously approved for the Net Energy Metering program are also eligible for the program providing they sign the Interconnection and Net Energy Metering agreement. Increases in the generating capacity of an approved system are not permitted.

RATES:

All rates charged will be in accordance with the Eligible Customer-Generator's otherwise applicable rate schedule on a Net Energy Metering basis. An Eligible Customer-Generator served under this schedule is responsible for all charges in its otherwise applicable rate schedule, including the Basic Service Fee, when applicable, regardless of the Customer's monthly or annual net generation.

Eligible Customer-Generators under this Rate Schedule are subject to any new or additional charges pursuant to the Customer's otherwise applicable rate schedule.



(CONTINUED)

SPECIAL CONDITIONS

1. **Definitions:** The definitions of terms used in this Rate Schedule are found either herein or in Section 2 of the Tariff.
2. **Agreement:** In order for this schedule to apply, Customer must complete and sign the Island Energy Electric Interconnection Agreement for Electric Net Metering Service (“NEM Agreement”). This agreement contains additional terms and conditions, including without limitation, requirements relating to indemnification, insurance, and access to Customer’s premises.
3. **Meter Requirements:**
 - a. Utility shall own, operate, and maintain a single meter on Customer’s premises capable of registering the flow of electricity in two directions.
 - b. If the existing meter on Customer’s premises is not capable of measuring the flow of electricity in two directions or supplying time-of-use information, Customer shall be responsible for the expenses involved in the purchase and installation of the meter.
 - c. Utility, at its expense, may install additional meters. However, if such meters are installed, the Net Energy Metering calculation shall yield an identical result to that of a single meter.
4. **Billing:**
 - a. Customer’s Net Energy Metering calculation shall be calculated over each normal monthly billing period within the 12-month period ending on the final billing date for March. The monthly Net Energy Metering calculation shall be made by measuring the difference between the electricity supplied to Customer and the electricity generated by Customer and fed back to the grid over a normal one-month billing period.
 - b. At the end of each one-month billing period, Utility shall determine if Customer was a net consumer or a net producer of electricity.
 - c. In the event that the electricity supplied by Utility during the one-month billing period exceeds the electricity generated by Customer during the same period, Customer is a net energy consumer. If Customer was a net energy consumer, Utility shall bill Customer for the net energy consumption during

(CONTINUED)

- d. such billing period based on the Customer’s Rate Schedule and Customer shall pay for such net energy consumption monthly in accordance with Customer’s monthly billing statement.
- e. In the event that the electricity supplied by Utility during the one-month billing period is less than the electricity generated by Customer during the same period, Customer is a net



energy producer. If Customer is a net energy producer, any excess energy generated by the customer shall be carried forward to the following billing cycle as a monetary credit on the customer's account until the end of the 12-month period ending on the final billing date for March.

- f. If Customer's otherwise applicable Tariff employs "baseline" and "over baseline" rates, any net monthly consumption of electricity shall be calculated according to the terms of the rate schedule. If Customer is a net generator over a billing period, the net kilowatt-hours generated shall be valued at the same price per kilowatt-hour as IE would charge for the baseline quantity of electricity during that billing period, and if the number of kilowatt-hours generated exceeds the baseline quantity, the excess shall be valued at the same price per kilowatt-hour as IE would charge electricity over the baseline quantity during the billing period.
- g. If Customer terminates service prior to the end of a 12-month period ending on the final billing date for March, Utility shall reconcile Customer's consumption and production of electricity and bill Customer for Net Energy Metering charges, or if appropriate, issue a final payment for any excess generation, based on the applicable Net Surplus Compensation rate.

5. Net Surplus Compensation:

- a. If at the end of the applicable 12-month period ending on the final billing date of March, Customer is a Net Surplus Customer-Generator:
 - i. Utility shall retain any Net Surplus Energy generated by Customer, including any associated environmental attributes or renewable energy credits ("REC"), and Customer's monetary value shall be reset to zero for the subsequent 12-month period.
 - ii. If Customer is eligible for Net Surplus Energy Compensation, such compensation shall be calculated over the 12-month period.
- b. In order to be eligible for Net Surplus Energy Compensation, Customer must: (1) elect a compensation option in Customer's NEM Agreement; (2) certify that Customer has sole ownership of the environmental attributes and RECs associated with the energy generated from the Generating Facility; and (3) agree to transfer to Utility all rights, title, and interest Customer has to such environmental attributes and RECs.
- c. Utility's Net Surplus Compensation rate shall provide just and reasonable compensation for the value of the Net Surplus Energy, while leaving other ratepayers unaffected.
- d. If Customer is eligible for Net Surplus Energy Compensation, Customer shall receive compensation pursuant to the method selected in Customer's NEM Agreement. Customers are eligible to revise their net surplus energy compensation elections by giving written notice to IE at least thirty-days prior to the beginning of each succeeding 12-month period ending with the final billing date of March.

6. Net Surplus Energy Compensation Rate:

- a. Utility's Net Surplus Energy Compensation Rate is based on Utility's avoided cost for energy. Utility's Net Surplus Energy Compensation Rate is set at the value provided in the table below. The General Manager shall review the Utility's Net Surplus Energy Compensa-



sation Rate on an annual basis. If a Net Surplus Energy Compensation Rate is not adopted for any individual year, the most recently adopted Net Surplus Energy Compensation Rate shall apply.

Year	\$/kWh
July 1, 2018-June 30, 2019	0.0620



SHEET NO. 18-19-ERE
CANCELING SHEET NO. 17-18-ERE

Rate Schedule ERE EXPORTED RENEWABLE ENERGY PROGRAM

APPLICABILITY

This schedule is applicable to Customer-Generators, operating a renewable energy generation facility located on the customer's owned, leased, or rented premises with a capacity of no more than one megawatt that is intended primarily to offset part or all of the customer's own electrical requirements and which is interconnected and operates in parallel with Utility's power system pursuant to an interconnection and metering agreement with Utility.

This Rate Schedule is available to customer-generators who do not qualify for the Net Energy Metering Program (Rate Schedule NEM) because the total rated generating capacity by Eligible Customers-exceeds 5 percent of Utility's aggregate customer peak demand.

RATES:

All rates charged for delivered energy will be in accordance with the Customer-Generator's otherwise applicable rate schedule. Customer-Generator's will receive a credit for electricity exported to the power system at a rate based on the Utility's avoided cost as stated below except that the credits for exported energy in any given billing period shall not exceed the charges for delivered energy in that month. A Customer-Generator served under this schedule is responsible for all charges in its otherwise applicable rate schedule, including the Basic Service Fee, when applicable, regardless of the Customer's monthly or annual net generation.

Customer-Generators under this Rate Schedule are subject to any new or additional charges pursuant to the Customer's otherwise applicable rate schedule.



(CONTINUED)

SPECIAL CONDITIONS:

1. Definitions: The definitions of terms used in this Rate Schedule are found either herein or in Section 2 of the Tariff.
2. Agreement: In order for this schedule to apply, Customer must complete and sign the Island Energy Electric Interconnection Agreement for Exported Renewable Energy ("ERE Agreement"). This agreement contains additional terms and conditions, including without limitation, requirements relating to indemnification, insurance, and access to Customer's premises.
3. Meter Requirements:
 - a. Utility shall own, operate, and maintain a single meter on Customer's premises capable of registering the flow of electricity in two directions.
 - b. If the existing meter on Customer's premises is not capable of measuring the flow of electricity in two directions or supplying time-of-use information, Customer shall be responsible for the expenses involved in the purchase and installation of the meter.
 - c. Utility, at its expense, may install additional meters. However, if such meters are installed, the measurement of delivered and exported energy shall yield an identical result to that of a single meter.
4. Billing:
 - a. There will be no charge for energy generated by customer's generating facility and consumed on by the customer at time of generation.
 - b. Customer will be billed for all energy delivered according to the otherwise applicable rate schedule.
 - c. Customer will receive a credit for exported energy below Customer's billing period maximum at a rate based on the Utility's avoided cost as stated below.
 - d. If a solar customer's bill credit exceeds his/hers monthly electric charge, any excess credits will be carried over to the next month. Utility will issue a cash payment for any excess bill credits at the 12th month billing cycle or when the customer moves out.
 - e. Customer is responsible for all taxes, fees and other charges for all delivered electricity
5. Exported Renewable Energy
 - a. Utility shall retain all Exported Energy generated by Customer, including any associated environmental attributes or renewable energy credits ("REC").
6. Exported Energy Compensation Rate:
 - a. Utility's Exported Energy Compensation Rate is based on Utility's avoided cost for energy. Utility's Exported Energy Compensation Rate is set at the value provided in the table below. The General Manager shall review the Utility's Exported Energy Compensation Rate



on an annual basis. If a Exported Energy Compensation Rate is not adopted for any individual year, the most recently adopted Exported Energy Compensation Rate shall apply.

Year	\$/kWh
July 1, 2017-June 30, 2018	0.0620