

RULES, REGULATIONS, AND CONDITIONS OF SERVICE

APPLICATION FOR SERVICE

Any person, firm, or corporation whose premises are adjacent to the Company's lines can obtain service by making application therefore in the manner regularly in use at the time. A separate application shall be made for each location. When a written contract is required by the Company, it shall be signed by the customer or by his duly authorized agent and accepted by the Company before service is supplied. No agent has the power to amend, modify or alter any accepted contract or waive any of its conditions, or bind the Company by making any promise or representation not contained therein.

RENEWAL OF CONTRACT

If, upon the expiration of any service contract for a specified term, the customer continues to use the service, the contract (unless otherwise provided therein) will be automatically renewed for successive periods of one year each, subject to termination at the end of any contract year upon 30 days' prior written notice by either party.

ASSIGNMENT

No agreement or contract for service may be assigned or transferred without written consent of the Company.

RESALE OF ELECTRICITY

The Company will not furnish energy for resale in any instance, except by and with the Company's written consent.

DEPOSIT

The Company may require the customer to make a reasonable deposit at any time to secure the prompt payment of bills in accordance with the rules and regulations of the Illinois Commerce Commission, and may require from time to time such reasonable increase in said deposit as may be warranted by customer's use. Company may elect at any time to refund any deposit together with interest to customer whose credit rating has been satisfactorily established. Interest on deposits shall cease to accrue whenever service is discontinued.

RATES SUBJECT TO ILLINOIS COMMERCE COMMISSION

All electric rates of the Company are subject to termination, change or modification by the Illinois Commerce Commission.

OPTIONAL RATES

When two or more rates are available for a given class of service, the choice shall lie with the customer. A customer, having selected a rate available for his service, may not change to another rate within a twelve-month period unless there be a substantial change of reasonable permanency in the character, condition or extent of his service.

OWNER'S CONSENT TO OCCUPY

In case the customer is not the owner of the premises or of the intervening property between the premises and the Company's lines, the customer shall obtain from the property owner or owners the necessary consent to install and maintain upon, in, over, and across and remove from said premises (and intervening property) all electrical equipment necessary or convenient for supplying electricity to the customer.

PERMITS AND INSPECTION FEES

The customer shall secure and pay for all permits, required by constituted authorities, for the installation and operation of the electrical wiring and other electrical equipment on the premises.

STANDARD FORMS OF SERVICE

Electricity will be furnished in the form of 60 cycle alternating current and at voltages and phases available at the point of delivery of the service. In each case, the customer will be advised by the Company of the voltages and phases available to him.

CONTINUITY OF SERVICE

The Company will not be responsible in damages for any failure, interruption or reversal of the supply of electrical energy, increase or decrease in energy voltage, or change in character of energy from three phase or single phase, except when caused by fault on its part. The Company does not guarantee that the supply of electric energy hereunder will at all times be constant, and temporary cessation of Company's service hereunder occasioned by fire, strikes, casualties, accidents, the necessity of making repairs to the distribution lines or other facilities of Company, breakdowns of or injuries to the distribution lines or other facilities of Company which are not due to the Company's neglect, or are the acts of public authorities, or acts of God, or of any character beyond the control of the Company, shall not constitute a breach of the obligations of Company under this agreement.

PROTECTION OF SERVICE

The Company will not render service to any customer for the operation of any appliance of the customer which shall have a detrimental effect upon the service rendered to the Company's other customers.

Where the customer's use of electricity is intermittent or subject to violent fluctuations, the Company reserves the right to require the customer to furnish at his own expense suitable equipment to reasonably limit such intermittence or fluctuation.

MOTOR INSTALLATIONS

The Company may require starting compensators and low voltage release attachments on motor installations having a rated capacity of over 7 ½ horsepower; and may require all motors with a rated capacity of 35 horsepower or more, and all automatically controlled motors with a rated capacity of 7 ½ horsepower or more, to be of the wound rotor (slip ring) type. Motors shall be of standard manufacture and shall have such operating character that they will not create electric disturbances detrimental to the service of other customers.

PROTECTION OF COMPANY'S PROPERTY

All meters and other appliances and equipment furnished by and at the expense of the Company, which may at any time be on customer's premises, shall be and remain the property of the Company and the customer shall protect such property from loss or damage, and no one not an agent of the Company shall be permitted to remove or make any alterations or changes in such property.

EQUIPMENT FURNISHED AND MAINTAINED BY CUSTOMER

All wiring and other electrical equipment on the premises or connecting the premises with the Company's service, furnished by the customer, shall be suitable for the purposes thereof and shall be installed and at all

times maintained by the customer in conformity with the requirements of constituted authorities. The Company does not assume responsibility for the design or condition of the customer's installation.

LIABILITY

The Company shall not be responsible for electric energy from and after the point at which it first passes to the wires or other equipment owned or controlled by the customer, and customer shall protect and save harmless Company from all claims for injury or damage to persons or property occurring beyond said point, except where injury or damage shall be shown to have occasioned solely by the negligence of the Company.

The customer will be held responsible for all electrical energy used on the premises until written notice of termination of service is received by the Company and the Company shall have taken the final meter readings.

ACCESS TO PREMISES

The Company shall have the right of access to the customer's premises at all reasonable times for the purpose of inspecting the customer's electrical installation, the installing, reading, inspecting and repairing of Company's meters, devices or other equipment used in connection with its supply of electricity, the determination of customer's connected electrical load, the removal of Company's property, and for all other proper purposes.

METERING

The electricity supplied by the Company shall be measured by meter of meters (which includes all measuring instruments) to be furnished and installed by the Company at its expense, and upon the registration of such meter or meters all bills for electricity furnished will be calculated. Where the Company for its own convenience has installed two or more meters, or metering installations, the readings of such meters will be combined for billing purposes.

The Company's rate schedules contemplate that service will be supplied to each separate premises as one customer. The electricity used by the same person, firm or corporation and delivered and measured separately at different premises will not be combined, and the several premises will not be billed as one customer. If a single customer requires more than one meter because of different classes of service furnished under different rates, the measurement of each such meter will be considered by itself in calculating such customer's bill.

All meters shall be installed in a suitable location at a height not less than five feet or more than six feet from the floor or ground as the case may be. *In all cases, the meter shall be so located as to provide convenient access to Company personnel without entry into any building or structure.* The customer shall provide, free of expense to the Company, the meter base, conduit, weatherhead, and enough cable to reach from the meter base to the point of delivery of service.

SERVICE FACILITIES

Conventional overhead electric service facilities up to the customer's weatherhead will be installed and maintained by Company at no cost to customer. If customer installs an approved 100 Amp or larger entrance box, Company will further provide a meter base for installation by customer. In the case of mobile homes, the meter installation with riser conduit, weatherhead and a suitable disconnect device with provision for attaching the mobile home service cord, or service wiring as the case may be, will be installed on a drop pole located *adjacent to the mobile home unit. Except for the meter base if furnished by Company, these facilities will be provided and installed by customer.*

If a *residential* customer desires underground service, he may install and maintain such service at his expense but customer will be given credit on the installation cost in the amount of the approximate cost to Company of an overhead service at the same location. If customer desires Company to furnish and maintain his underground service, Company will do so *and charge customer for costs incurred in excess of the estimated cost of an overhead service.*

On written agreement between Company and developer, Company will install and maintain an underground primary distribution system to serve a development of residential units, a mobile home park, or a commercial building, and the developer will be charged for costs incurred in excess of the estimated cost of overhead primary facilities. Excess costs for underground secondary facilities in such developments shall be paid by the developer or by the residential or commercial customer as provided above.

Because of the transitory nature of isolated mobile homes placed in locations other than regular mobile home parks, it shall not be Company's policy to provide underground service to such units. Customer may, if he desires, provide underground facilities at his expense.

All work is to be connected and in good order and comply with the standards of safety required by the National Board of Fire Underwriters.

BILLING FOR SERVICE

All bills will be based upon consecutive meter readings made in accordance with the Company's meter reading schedule, and shall be taken as nearly as may be practicable every thirty days.

When the Company is unable to read a meter after reasonable effort an estimated bill will be issued, computed on the basis of customer's previous use together with such other information as is available, subject, however, to adjustment.

TERMS OF PAYMENT

All bills are due and payable on date of issue. Residential service accounts not paid within twenty-one (21) days of the date of the postmark of the bill shall be considered delinquent. Nonresidential service accounts not paid within fourteen (14) days of the date of the postmark of the bill shall be considered delinquent. Failure to receive bill shall in no way exempt customer from these provisions.

DISCONTINUANCE OF SERVICE

The Company shall have the right to discontinue its electric service to the customer on due notice, and to remove its property from customer's premises, whenever customer's bill for electricity is delinquent or in case the customer fails to comply with Company's Terms and Conditions pertaining to customer's service.

When a service has been discontinued for non-payment of customer's bill or where at customer's request service has been discontinued for a period of less than one year, a charge will be made by the Company for the re-establishment of service as follows:

During regular working hours \$10.00

Outside regular working hours \$30.00

The provisions of this paragraph shall be waived once each calendar year for each customer when the service has been discontinued for non-payment of a delinquent account.

BUDGET PAYMENT PLAN

The Company will make available a budget payment plan designed to permit customers to equalize monthly payment so far as practicable. Customers may elect, subject to the approval of the Company, to be billed and pay for all electric service on a budget payment plan provided a customer shall have signed Company's budget payment plan agreement.

Company may remove a Residential customer from the budget payment plan upon failure of the customer to make a payment of any budget billing installment within twenty-one days of date of issue of bill. Company may remove a Commercial customer from the budget payment plan upon failure of the customer to make payment of any budget billing installment within ten days of date of issue of bill. Upon removal from the budget payment plan for any cause any amount due the Company shall be subject to the paragraph "Terms of Payment" and service may be discontinued, all as provided in these Rules, Regulations and Conditions of Service.

RETURNED CHECK CHARGE

A charge of \$10.00 will be assessed to a customer's account if for any reason a check is returned to the utility from the financial institution on which the check was written to settle part, or all, of the account.

PREFERRED PAYMENT DATE

When a residential customer who is billed on a monthly basis for utility service shows the Company that he receives funds which comprise the primary source of his income during the 10 day period following the due date of one utility bill and before the date of issuance of his next utility bill, the Company will, upon the customer's request, allow the customer to:

- a. Enter into a levelized payment plan or budget billing arrangements with a preferred date agreed upon by both the Company and the customer which shall not be more than 10 days subsequent to the customer's regular due date, or
- b. Establish a preferred payment date on which to make payment for utility service, which shall not be more than 10 days subsequent to the customer's regular due date.

The Company shall inform the customer that he may accept either option, based upon his own assessment of his personal finances and living situation.

Only those residential customers who fall into the following categories are eligible for a preferred payment date:

1. Persons receiving Aid to Families with Dependent Children (AFDC) or Aid to the Aged, Blind and Disabled (AABD) benefits from the Illinois Department of Public Aid.
2. Persons receiving benefits from General Assistance or Supplemental Security Income.
3. Persons receiving their primary source of income from Social Security benefits or Veterans Administrative Benefits.
4. Persons receiving unemployment compensation.

If the customer fails to pay by the preferred payment date more than four times in a twelve month period, the original due date may be re-established and the Company may decline to offer a preferred payment date to the customer for a period of twelve months.

POLICY REGARDING LARGE RURAL SERVICE USE

When a rural customer requests service for large use, such as a corn dryer, we will provide him the service on the following terms:

If the customer takes the service at the house where he lives, we will provide sufficient transformer capacity and meter him through one meter. He will provide the necessary wiring for all usage beyond the meter. Customer's monthly minimum bill will be \$1 per KVA of transformer capacity required to serve him. If we install transformer capacity greater than that needed to serve the customer, his minimum will be based only on the capacity actually needed by him. This minimum will apply year round.

These same terms will apply to a customer requesting three phase service if three phase service is available at the site.

If a customer prefers two separate meter installations, the meter serving his residence will be billed on the residential service rate and the second meter will be billed on the commercial rate. The monthly minimum bill will be at the rate of \$1 per KVA of transformer capacity required to serve his needs at each of the meter installations. These minimums will apply year round.

When a customer desires service at a location other than an occupied residence, he will be billed on the commercial rate. His monthly minimum will be at the rate of \$1 per KVA of transformer capacity required to serve his needs and the minimum bill will apply the year round.

In each of the above situations, the monthly minimum bill will in no case be less than \$3.

SPECIAL RULES AND CONDITIONS
GOVERNING RURAL SERVICE

1. The Company will furnish service and pay for all the cost of a single phase line extension, transformer, service drop and customer's meter.
2. The customer shall guarantee monthly revenue for a period of five years of \$14.54 per mile of necessary line extension. Two or more customers may divide the monthly guarantee of \$14.54 per mile in such ratio as may be agreed upon between them provided that no new rural customer shall have a monthly minimum of less than \$2.91 unless four or more customers can be, in the Company's judgment, served from secondary 110 or 220 volt buses connected to the same transformer, in which case the monthly minimum shall be \$2.42. After the expiration of the five year contract, the monthly minimum shall be reduced to \$2.91, unless the \$2.42 minimum is applicable because of four or more services being connected to the same transformer.
3. Any applicant for electric service from any rural line extension who makes such application subsequent to the completion of the extension, or of the negotiations therefore, shall be admitted to the group contracting for the extension and guaranteeing combined minimum monthly revenue of \$14.54 per mile, and the minimum monthly guarantee shall be equitably reapportioned among the then total number of the group with the individual shares of the original guarantor's reduced, provided that no additional line construction is required and that no individual guarantee shall be less than \$2.91 per month, unless four or more customers are served by one transformer.
4. In considering any extension applied for, the revenue received from already existing lines, to which such proposed extension will be added, shall be disregarded in computing the minimum revenue to be guaranteed for such proposed extension.
5. The Company shall not be required to make any extension unless a right of way, free of all costs to the Company, is guaranteed by all the customers to be served thereby.
6. The Company shall not be required to make any extension of more than ½ mile for any one customer.
7. The Company shall not be required to set, for any one customer, a transformer of a greater capacity than three KVA; but if, in the judgment of the Company, a transformer of greater capacity is required to serve any one customer, such customer shall guarantee an additional monthly revenue to the Company of \$.97 for each KVA capacity in excess of three KVA.
8. The Company reserves the right to limit the size of any motor to 10 H.P., single phase. All motors shall be of standard manufacture and shall have such operating characteristics that they will not create electrical disturbances detrimental to the service of other customers. Such motors and the installation thereof shall be subject to the approval and inspection of the Company.
9. Monthly minimums now in effect for all rural customers being served as of the date of issuance of this rate sheet shall not be increased by the provisions of these rules and regulations.
10. Rural school houses and churches billed on rate schedule III, C.C. No. 8 Sheet No. 3, shall have a monthly minimum as defined on rate schedule III, C.C. No. 8 Sheet No. 3 and said minimum shall be payable 12 months in each calendar year regardless of whether service is seasonally discontinued.
11. Rural territory shall not be construed to include the densely populated sections immediately adjacent to the corporate limits of the City of Mt Carmel.