

Electric  
Tariffs Schedules  
Applicable to  
Lathrop Irrigation District

Amended June 28, 2023



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Rate Schedule FE, Fee Schedule	
Rate Schedule MISC, Miscellaneous District Services and Work Performed at Customer Expense	
Rate Schedule REC, Renewable Energy Charge	
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## GENERAL INFORMATION

**1. Territory Served.**

Lathrop Irrigation District ("LID" or "District") provides electric service within the District boundaries.

**2. Measurement**

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

**3. Confidentiality of Customer Information**

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

**4. Continuity of Service**

Continuous service is not guaranteed. District is not liable for loss of service except through its negligence.

## ELECTRIC RULES

**1. DEFINITIONS**

**Applicant:** A person or entity requesting the District 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 District 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 District, for the installation and protection of electric wires or cables. This shall include concrete encasements unless otherwise specified by the District'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 District's receipt of payment of bills regularly issued in that person's name.

**Customer Service Point:** The point of connection between the facilities of the utility and the wiring of the customer's premises.

**Distribution Lines:** District's overhead and underground lines which are operated at distribution voltages and which are designed to supply two or more services.

**Distribution Trench Footage:** The total trench footage used for calculating cabling costs. It is determined by adding the total length of all new and existing trench for the installation of underground primary and secondary Distribution Lines designed to supply two (2) or more services (excluding service trench footage under Rule 16).

**District:** Lathrop Irrigation District

**Excavation:** All necessary trenching, backfilling, and other digging as required to install Distribution Line Extension facilities including furnishing of any backfill material, and disposal of spoil as required, surface repair and replacement.

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

**Feeder Conduit:** Conduit for such uses as part of a backbone system to provide for future anticipated load growth outside the subdivision involved, to provide for future anticipated load growth in the existing subdivision, to interconnect the service to the substation in close proximity, to balance loads between subdivisions, to interconnect the service to the subdivision with service to subsequent developments outside the subdivision, and to provide the flexibility and versatility of modifying or supplying emergency backup power to the area involved.

**Franchise Area:** Public streets, roads, highways and other public ways and places where the District has the legal right to occupy under a Franchise Agreements with governmental bodies having jurisdiction.

**Industrial Development:** Two (2) or more enterprises engaged in a process which creates a product or changes material into another form or product and located on a single parcel or on two (2) or more contiguous parcels of land.

**Insignificant Loads:** Small operating loads such as gate openers, valve controls, clocks, timing devices, fire protection equipment, alarm devices, etc.

**Intermittent Loads:** Loads which, in the opinion of the District, are subject to discontinuance for a time or at intervals.

**Mailed:** Any notice or other communication will be considered "mailed" when it is sent by Electronic Transfer or enclosed in a sealed envelope, properly addressed, and deposited in any United States Post Office box, postage prepaid.



**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 District. In the case of hoists, elevators, furnaces, or other loads where the energy demand is, in the District's opinion, intermittent or subject to violent fluctuations, the District may base the maximum demand on a 60 second, or 5 minute, interval instead of a fifteen minute interval. In case the maximum demand has not been measured, it may be determined by test, or estimated, at the option of the District.

**Monthly Ownership Charge:** Cost of Ownership charges (from Electric Rule 2 customer-financed Cost of Ownership percentage) as a percentage rate applied against the outstanding un-funded refundable balance after (12) months from date the District is first ready to serve. Serves to recover the cost of operating and maintaining customer-financed facilities that are not utilized.

**Net Revenue:** That portion of the total rate revenues that supports the District's Distribution Line and Service Extension costs and excludes such items as energy, transmission, Competition Transition Charge (CTC), public purpose programs, and other revenues that do not support the Distribution Line and Service Extension costs.

**Non-Residential Allowances Net Revenue Multiplier:** This is a revenue-supported factor determined by the District that is applied to net revenues expected from non-residential loads to determine non-residential refunds.

**Paid or Payment:** Funds received by District through postal service, District payment office, District authorized agent, or deposited in District bank account by electronic transfer.

**Permanent Service:** Service which, in the opinion of the District, is permanent and established character. This may be continuous, intermittent, or seasonal in nature.

**Pole Line:** Poles, cross-arms, insulators, switches, guy-wires, and other related equipment used in construction of electric overhead line.

**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 a 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:** Is service that is taken at or above 2,400 volts, but below 120,000 volts provided that the service is taken from regularly available service voltages. The District 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 fences, retaining walls, grading, sound barriers, posts, barricades and other structures as required by the District to protect its facilities or equipment.

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

**Residential Development:** Five (5) or more dwelling units in two (2) or more buildings located on a single parcel of land.

**Residential Subdivision:** An area of five (5) or more lots for residential dwelling units which may be identified by filed subdivision plans or an area in which a group of builders working on a coordinated basis.

**Seasonal Service:** Electric Service to establishments which are occupied seasonally or intermittently, such as seasonal resorts, cottages, or other part-time establishments.

**Secondary:** Is service that is taken below 600 volts and service that does not qualify as primary.

**Substation:** Transform voltage from high to low, or the reverse, or perform any of several other important functions. Between the generating station and consumer, electric power may flow through several substations at different voltage levels.

**Substructures:** The surface and subsurface structures necessary to contain or support District'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.

**Switching Substation:** is a substation without transformers and operating only at a single voltage level. Includes but not limited to all necessary equipment to perform the intended function. 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 District, is for operations of a speculative character or the permanency of which has not been established, also is considered temporary service.

**Transmission Line:** is the bulk transfer of electrical energy. It includes but not limited to all poles, apparatus, insulators, & wire for a complete system.

**Trenching:** See Excavation.

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

## 2. DESCRIPTION OF SERVICE

### A. *General*

The character of service available at any particular location should be ascertained by inquiry at the District's office. The District's rate schedules are applicable for service where the customer purchases its entire electrical requirements from the District, 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.

### B. *Phase and Voltage Specifications*

#### 1. Standard Voltages

##### a. Distribution Voltages

Distribution voltages are 120, 120/208, 120/240, 277/480, 2400, 4160, 12,000 and 21,000 volts, where available and applicable.

##### b. Other Voltages

Voltages of 120,000 volts and above are transmission voltages. For its convenience, the District may elect to supply a customer from lines of voltages greater than 21,000 volts.

##### c. 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
180	440	500

The differences between the service and utilization voltages are for voltage drop in customer wiring and District operations.

2. Single-phase Service

- a. For 120-volt Services the maximum connected load allowed is a 100 amp main. The maximum motor allowed is a 1-1/2 hp motor.
- b. For 120/208-volt Service the maximum connected load is a 400 amp main switch. Where the District maintains 4-wire wye-connected service, the single-phase service shall be limited to a 100 amp main switch.
- c. For 120/240-volt Service the maximum connected load is a 400 amp main switch. The maximum motor load allowed is a 10-hp motor.

3. Three-phase Service

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

Volts	Maximum Demand Allowed	Maximum Main Switch Capacity Allowed
120/208	1,000 kVA	3,000 amperes
277/480	2,500 kVA	4,000 amperes
>480	Varies by Location	Varies by Location

- b. Three-phase demand loads in excess of 2,500 kVA may with District approval, be supplied by means of a primary service at the primary distribution voltage available at the location.
- c. Loads on 3-phase service must be balanced between phases in accordance with good engineering practice, as determined by the District. In no cases will the load on any one phase exceed twice that on any other phase.
- d. Loads in excess of 5,000 kVA may be served at the District's discretion. Check with the District for special requirements.
- e. Authority to Modify Specifications: The District may modify the voltage and phase specification due to service conditions at the location involved.
- f. Authority to Limit Motor Size: The District may limit the size, and other characteristics, of the largest motor that may be operated in any part of its system.

### ***C. Motor Protection and Equipment***

Customer's motor equipment must conform to the following requirements:

1. 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.
2. Motors shall be equipped with protective equipment needed to protect against damage due to overheating.
3. Three-phase motors shall be equipped to protect against damage due to reverse-phase and open-phase conditions.

### ***D. Allowable Motor Starting Currents***

1. The starting current drawn from the utility's lines shall be considered the nameplate locked rotor current, or that guaranteed by the manufacturer.
2. At the District'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.
3. Motor starting current limitations are as follows:

#### Single-phase

- a) Automatically controlled, single-phase motorized equipment (except as provided in paragraph b) below) shall be equipped with motors having starting currents not in excess of the following:
  - (1) 50 amperes at 120 volts
  - (2) 80 amperes at 208 volts
  - (3) 100 amperes at 240 volts
- b) Manually controlled, single-phase motorized equipment shall be equipped with motors having starting currents not in excess of the following:
  - (1) 100 amperes at 120 volts
  - (2) 160 amperes at 208 volts
  - (3) 200 amperes at 240 volts

Unitary air-conditioners and heat pumps, because of their long operating cycles and infrequent starts, will be governed by this section even if they are automatically controlled.

### Three-phase

- a) Automatically controlled three-phase motors shall comply with all applicable NEMA standards and shall have maximum starting currents not in excess of the following:
  - (1) 830 amperes at 208 volts
  - (2) 722 amperes at 240 volts
  - (3) 361 amperes at 480 volts
  
- b) Manually controlled three-phase motors shall comply with all applicable NEMA standards and shall have starting currents not in excess of the following:
  - (1) 1,660 amperes at 208 volts
  - (2) 1,444 amperes at 240 volts
  - (3) 722 amperes at 480 volts

### ***E. Interference with Service***

1. The District reserves the right to refuse to serve new loads or to continue to supply existing loads of a size or character that maybe detrimental to the District's operations or to the service of its customers. Any customer who operates or plans to operate any equipment such as, but not limited to, pumps, welders, furnaces, compressors or other equipment where the use of electricity is intermittent, causes intolerable voltage fluctuations or service interference, must reasonably limit such interference or restrict use of such equipment upon request of the District.
  
2. Any customer who superimposes a current of any frequency upon any part of his electrical system, other than the current supplied by the utility, shall at its expense, prevent the transmission of such current beyond its electrical system.
  
3. 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.

### ***F. Power Factor***

The District, at its sole discretion, shall be authorized to install kVAR metering where the customer is, in the District's opinion, of sufficient size and may have a power factor such that billing in this manner is appropriate. A 1 percent increase in the billed KW demand for each 1 percent the customer's power factor is less than 90% may be assessed as a penalty on each bill.

### ***G. Wave Form***

The District 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).

## **3. APPLICATION FOR SERVICE**

### ***A. Application***

An application for service is required. Each applicant for service may be required to sign an application form provided by the District. ~~However, at the option of the District, a verbal request for service may be accepted.~~ 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 District's applicable tariffs.

The application is a request for service and it does not bind the District to serve except under its tariffs and under reasonable conditions. Service shall not be unreasonably withheld. The application does not bind the applicant to take service for a longer period than the minimum requirement of the District's tariffs. The service tariffs constitute the terms and conditions of the agreement between the District and the customer for service rendered, unless otherwise agreed to in writing.

Pursuant to the tariffs, the District 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 District at the applicant's expense, contact of commercial references, or other measures, as discussed and agreed between the District and applicant.

### ***B. Information Required on Application***

In addition to the information the District may require from applicants in order to establish credit, all applicants shall provide such other information as the District 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 driver's license number. In addition, the applicant may be required to provide information necessary to the design, installation, maintenance and operation of the District'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 District's applicable tariffs.

If applicant requests service under the medical discount rider or low-income rider the District may require reasonable proof of need or of income.

***C. Changes in Load or Operation***

It is the customer's responsibility to notify the District 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 District's service facilities and may result in the customer being transferred to a different tariff schedule and payment obligations for service upgrades.

***D. Joint and Several Liability for Service/Beneficial Use***

Where two or more applicants join in one application or contract for District 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.

***E. False or Inaccurate Information***

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

1. Information provided to the District on the application is false, incomplete, or inaccurate; or
2. The applicant has applied for service under a fictitious name or under the name of another to avoid payment of any District bill; or, that the applicant has requested service in his/her legal name to assist another in avoiding payment of any District bill; or;
3. 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 District bill.

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

**4. CONTRACTS**

Contracts will not be required as a condition precedent to service except:

- As may be required by conditions set forth on a rate schedule or otherwise specified in this electric tariff.



- For electric connections for temporary service.

#### ***A. Optional Contracts***

The District and a customer may enter into a contract, at their discretion, to provide service under different rates, terms and conditions than set forth within the tariffs for service, provided that the customer and District acknowledge that the contract is in lieu of normal tariffed service.

### **5. SPECIAL INFORMATION AVAILABLE FOR CUSTOMERS**

The District will make available a copy of its approved tariffs at its office during normal work hours.

#### ***A. Standards Available***

The District maintains approved standards for all materials, design, construction, and services. Service standards are generally equivalent to PG&E and the GREEN BOOK. Development guidelines are available from the District.

### **6. ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT**

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

#### ***A. Establishment of Credit***

The applicant's credit will be deemed established:

1. If applicant has a satisfactory credit history.
2. If the applicant makes a cash deposit with the District to secure the payment of any bills for service to be furnished by the District under the application as provided in Rule 7 herein contained.
3. If the applicant furnishes a guarantor or bond satisfactory to the District for the payment to the District of bills of applicant for the service to be furnished by the District under the application.
4. If the applicant has previously been a customer of the District 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

District, provided such service occurred within two years from date of the new application for service.

***B. Re-establishment of Credit***

1. An applicant who has been an electric customer of the District 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.
2. A customer who fails to pay bills as provided in Rule 9 may be required to pay said bills and re-establish credit by depositing, in cash, the amount provided for in Rule 7.A.2. The requirement for the re-establishment of credit will apply regardless of whether or not service has been discontinued for such non-payment.
3. Where the financial condition of a customer has changed so that the customer represents a potential credit risk; or where the District 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 Rule 7.A.2.

**7. DEPOSIT**

***A. Amount of Deposit***

1. Establishment of Credit

The amount of deposit required to establish credit may be established by the District pursuant to an assessment of the applicant's credit worthiness. A deposit may be required, the amount of which shall normally be the customer's maximum monthly bill, but no more than three times the customer's monthly maximum bill, as estimated by the District for a resident or a business of similar size and character. The District will have sole discretion in determining the deposit amount, provided that the District will not exercise undue economic hardship on applicants.

2. 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 District and in conformance to the rules stated in Rule

7.A.1. In addition, the customer will be required to pay all amounts in arrears, all late payment fees, and a re-connection fee of \$75 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 \$300.

***B. Return of Deposit***

(1) full year has elapsed, provided that the customer has made all payments on time. 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 promptly returned to the customer. Any overdue bill may be deducted from the deposit and the service may be discontinued until the deposit is restored to the original amount.

The District will pay interest on deposits, except as provided below. The interest shall be equal to the interest rate on Treasury 1-year bills as reported in the Wall Street Journal on the date the deposit is returned.

No interest will be paid on construction deposits, deposits for temporary service or if electric service has been discontinued for non-payment.

**8. NOTICES**

***A. Notices to Customers***

When notices from the District to a customer are required, they will normally be given in writing, either mailed, as defined in Rule 1, to the customer's mailing address, or delivered to customer's service address, except that in emergencies the District may give oral notices.

A discontinuance of service notice for nonpayment of a delinquent account will be provided at least seven calendar days prior to termination of service. The District may provide additional notice and may provide the customer with an opportunity to be heard, either in writing or orally, why the electricity should not be turned off. In the event that the customer does not respond, or that the District finds that the money is due and owing from the customer, the electricity may be shut off without additional notice.

Where electric service is provided through a meter serving more than one party, the District will make reasonable efforts to inform each individual party that the account is in arrears and that service is scheduled for discontinuance pending payment in full.

***B. Notices from Customers***

Notices from a customer to the District may be given by written communication mailed to the District's office, or may be given orally by the customer, or the

customer's agent, at the District's office, except when written notice is specifically required within these tariffs or in any written agreement.

## **9. RENDERING AND PAYMENT OF BILLS**

### ***A. Rendering of Bills***

1. Bills for service will be rendered once a month or as provided under applicable tariff.
2. Meters for customers who receive metered service will be read as nearly as practical at regular intervals.
3. Should metering equipment fail or an accurate meter reading cannot be obtained, the District will estimate demand or energy, or both, for the period of service involved and use such estimates in computing a bill.
4. Opening and closing bills rendered for periods of less than 30 days will be computed in accordance with the Rate Schedule applicable to that service. Energy will be billed based upon actual consumption. No proration for demand or charges other than energy for partial billing periods will be made.
5. The non-return of bills which are properly addressed and mailed postage prepaid will be regarded as proof of delivery and receipt of bills.
6. 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 except as follows:
  - a. Where combinations of meter readings are specifically provided for in rate schedules;
  - b. Where the maintenance of adequate service and/or where the District's operating convenience require the installation of two or more meters upon the customer's premises; or, customers are paying all of the cost of the wires between the meters.

### ***B. Basis of Usage Used in Billings***

All customers who receive metered service will be billed on a regular basis. When meters are read at regular intervals, each bill will be based on meter registrations, except as provided for herein. 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.

If the District is unable to read the customer's meter on the scheduled reading date, the District 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 District'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.

***C. Customer Requested Meter Re-reads***

When a customer requests that the District re-read the same meter, after a meter reading has taken place on the normal reading date, the District will re-read the meter once annually at no charge. For subsequent re-reads the District 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.

***D. Form of Bill Transfer***

At the mutual option of the customers and District, bills may be transferred to customers electronically. 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.

***E. Payment of Bills***

Bills for service are due and payable upon presentation. Payment shall be received at the office of the District or by an authorized agent of the District. 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.

***F. Refund Item***

Any returned item will result in an additional charge of \$25.00 for the first occurrence, and a charge of \$35.00 for each subsequent occurrence. If a customer has more than 2 returned items in a twelve-month period, they may be required to place a deposit against their account in the amount of \$300.00

***G. Late Fee and Interest***

If a customer's account falls behind one or more billing cycles, they will be charged a late fee of \$5.00. In addition, their delinquent amount is subject to an interest charge

of 1.5% on the delinquent amount. If an account remains delinquent is subsequent billing cycle's interest will continue to accrue until the account is brought current but no additional late fee will be charged. If the account is brought current and then again falls behind the late fee will be charged again. All payments paid will be applied to interest and late fees first and then oldest outstanding amounts.

***H. Automatic Bill Pay Program***

Customers may request their electric bills be automatically deducted from their banking accounts by applying for the Automatic Bill Pay (ABP) program.

1. The District will require each prospective customer to furnish the following information:
  - a. A completed ABP application form supplied by the District.
  - b. The banking account and routing information to be used for payment.
2. The application may be submitted with the District payment - mailed, or delivered to a District office, or transmitted by e-mail to the District.
3. Participating customers will be mailed a monthly statement with the indicator, "ABP, Do Not Pay," imprinted on the statement. The billing amount will be deducted from the customer's account on the due date unless the bill is disputed.
4. A returned item notice will generate a Returned Check Fee.
5. Customers may be removed from this program under the following conditions:
  - a. A customer notifies the District, in person, by mail, by telephone, or by secure electronic media to the District, requesting to discontinue participation in the program.
  - b. The District is notified by the customer's banking institution that a customer's account has been closed.
  - c. A customer receives two return item notices in a twelve (12) month period. The customer will be notified that they shall pay by cash or cash equivalent such as money order or cashier's check for the next twelve (12) months to avoid disconnection of services and additional fees due to additional returned items.
  - d. Customers may reapply after twelve (12) months' satisfactory pay history on the regular payment program.

- e. Customers removed from this program shall be notified by the District and are responsible for any outstanding balance due.

## **10. DISPUTES**

### ***A. Disputed Bill***

When a customer disputes or questions their bill, they should first request an explanation from the District. If the customer thereafter believes they have been billed incorrectly, send the bill and a statement supporting your belief that your bill is not correct to:

Lathrop Irrigation District  
P.O. Box 1397  
Lathrop, CA 95330

Or Email at:  
[info@lathropirrigation.com](mailto:info@lathropirrigation.com)

To avoid having service turned off because the bill has not been paid, the customer must enclose payment for the amount of the bill made out to Lathrop Irrigation District. The District will hold this payment in trust. If the customer is unable to pay the amount in dispute, they must inform the District of their inability to pay. District service will remain on until the District completes its review of the customer's bill. The District 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.

If it is found that the customer's bill was not overstated by more than 2%, the customer's payment will be disbursed, and the customer will be invoiced for a \$10.00 disputed bill charge during the next billing period.

If it was found that the customer's bill was overstated by more than 2%, the District 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 desire.

### ***B. Termination Dispute***

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 the bill.

## **11. DISCONTINUANCE OF SERVICE**

**A. *Customer's Request for Service Discontinuance***

When a customer desires to terminate their responsibility for service, they shall give the District not less than two days' notice and state the date on which they wish the termination to become effective. A customer may be held responsible for all service furnished at the premises until two days after receipt of such notice by the District, or until the date of termination specified in the notice, whichever date is later.

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.

**B. *Non-Payment of Bills***

**1. *General***

Monthly bills for residential and non-residential service are due and payable upon presentation and will be considered past due if payment is not received within 5 days (15 days for governmental agency accounts) after the bill is due. When a bill for service has become past due, the District will mail the customer a notice that service may be terminated for nonpayment.

A customer's service may be discontinued for non-payment of a bill for service provided at any previous location served by the District if that bill is not paid in accordance with the tariffs of the District.

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.

The District will not terminate service to a customer on any Saturday, Sunday, legal holiday, or at any time during which the business offices of the District 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.

**2. *Termination of Service for Non-Payment***

DISTRICT may, at its sole option, extend a payment arrangement to a customer who alleges an inability to pay. It is the customer's responsibility to contact DISTRICT to request payment arrangements. If payment arrangements are made, such payment arrangements will be by

Amortization Agreement. An Amortization Agreement is a contract between DISTRICT and the customer by which the customer is allowed to make



installment payments of a past due balance while also paying subsequent DISTRICT bills before these bills become past due

DISTRICT may, at its sole option, extend a payment arrangement to a customer who alleges payment has been made or mailed, but the District's record indicates payment has not been received. It is the customer's responsibility to contact DISTRICT to request a payment arrangement. Such payment arrangement shall be an Extension Agreement. An Extension Agreement is a contract between DISTRICT and the customer by which the customer agrees to make payment in full within a specified time frame. The maximum period of an Extension Agreement is 7 calendar days and only one Extension Agreement is permitted per customer per year.

When the customer and DISTRICT have agreed upon payment arrangements, DISTRICT will not terminate service as long as the customer complies with the arrangements. However, if the customer fails to comply, DISTRICT may terminate any and all services the customer is receiving after notice is given. If the customer fails to comply with the Amortization Agreement or the Extension Agreement, the entire amount owing will become immediately due and payable and service may be terminated. However, service will not be terminated until the customer has received notice, either by telephone or in writing, at least 24 hours prior to termination.

### **3. Restoration of Service Following Termination for Non-Payment**

Payment must be received by DISTRICT no later than 3:00PM for electric service to be restored on the same day. DISTRICT will not restore electric service on Saturday, Sunday, legal holiday or at any time during which the business offices are not open to the public.

#### ***C. District Entitled to Payment***

DISTRICT shall be entitled to payment from the property owner for any services rendered by the DISTRICT. Any amount due which remain unpaid for services for a period of two (2) months or more after the date upon which said services were billed, or thirty (30) days or more after notification by the owner to stop services because the premises are being vacated, may be collected thereafter by the BOARD of LID as provided herein.

- a. Once a year or more often as the Board deems appropriate, the LID Board shall cause to be prepared a report of delinquent accounts. Information concerning delinquent accounts shall be provided by the DISTRICT. The information shall include evidence that the DISTRICT has mailed the owner a final request for payment for the amounts due, which may include the month during which the notice was mailed, and a warning notice to pay the collection charges within

thirty (30) days or they will be turned over to the BOARD for the commencement of lien proceedings for the amount of such delinquent fees, plus reasonable administrative charges.

- b. In addition to the information as set forth in paragraph (a) above, the report shall include the parcel number of the real property, the name or names of the owner of the real property for which the service was provided on the most recent property assessment rolls of the county assessor, the address of the property served, the period of service, and the amounts due including reasonable administrative charges determined by the Director of Finance. The LID Board shall fix a time, date and place for hearing the report, and any objections or protests thereto, as soon as is practicable after receipt of said report.
- c. The LID Board shall cause notice of the hearing to be mailed to the owners listed on the report not less than ten (10) days prior to the date of the hearing.
- d. At the hearing the LID Board shall hear any objections or protests of owners liable to be assessed for delinquent fees and administrative charges. The LID Board may make such revisions or corrections to the report as it deems just, after which, by resolution, the report shall be confirmed.
- e. The delinquent amounts set forth in the report as confirmed shall constitute special assessments against the respective parcels of land and are a lien on the property for the amount of such delinquent dues and charges. A certified copy of the confirmed report shall thereafter be filed with the County Auditor for the amounts of the respective assessments against the respective parcels of land as they appear on the current assessment roll. The lien created attaches upon recordation, in the office of the County Recorder of the County of San Joaquin, of a certified copy of the resolution of confirmation. The assessment may be collected at the same time and in the same manner as ordinary county ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure and sale in the case of delinquency as provided for such taxes. All laws applicable to the levy, collection and enforcement of County ad valorem property taxes shall be applicable to such assessment, except that if any real property to which such lien would attach has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attaches thereon, prior to the date in which the first installment of such taxes would become delinquent, then the lien which would otherwise be imposed by this section shall not attach to such real property and the delinquent fees, as confirmed,

relating to such property shall be transferred to the unsecured roll for collection.

#### ***D. Unsafe Equipment***

1. The District may deny or discontinue service to a customer when:
  - a. The District 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 District 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.
2. Communications about Unsafe Equipment At the time of denial or discontinuance of service as stated in Rule 11.B the District will:
  - a. Post a written notice, stating the reason for denial or discontinuance and referring to this rule, at or near the metering equipment, or;
  - b. Give the written notice to the occupant of the premises, and
  - c. 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.
3. Restoration of Service

The District will not connect or restore service until:

- a. The District determines the customer's electrical wiring or equipment, or the use of either, has been made safe, or
  - b. The District 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.
4. Responsibility for Inspection

The District does not assume any responsibility of inspecting or repairing the customer's wiring or other equipment or any part thereof and assumes no liability therefore.

***E. Unauthorized Use***

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

***F. Fraud***

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

***G. Non-Compliance with the District's Tariffs***

District 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 District, either a dangerous condition has been discovered or a bonafide 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.

***H. Usage of Service Detrimental to Other Customers***

The District 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 District to discontinue operation.

**12. RATES AND OPTION RATES**

***A. Effective Rates***

The rates to be charged by the District for electric service will be the rates in effect and on file in the District's office(s) at all times and available for public inspection.

***B. Change of Rate Schedule***

In the event that a customer desires to take service under a different rate schedule than that under which they are currently served, the change will become effective for service rendered after the next regular meter reading following the date of notice to the District. A customer may not request a change of rate schedule more frequently than once every 12 months. Further, a customer may not request to take service on a rate schedule that has seasonal differentials except for exactly on twelve-month intervals. Finally, a customer may not request a move to a different rate schedule, once on a rate schedule that has seasonal differentials, other than on exactly a twelve-month interval.

**13. TEMPORARY SERVICE**

***A. Establishment of Temporary Service***

The District shall, if no undue hardship, such as limited system capacity or excessive voltage drop, to its existing customers will result therefrom, furnish temporary service under the following conditions:

1. The applicant shall pay, in advance or otherwise as required by the District, the estimated installed cost, plus the estimated cost of removal, less the estimated salvage of the facilities necessary for furnishing service.
2. The applicant shall establish credit as required by Rule 6, except that the amount of deposit prescribed by Rule 7 shall not exceed the estimated bill for the duration of service.

**14. SHORTAGE OF ELECTRICAL SUPPLY AND INTERRUPTION OF DELIVERY**

***A. Shortage of Interruption***

The District 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 District does not guarantee the continuous delivery of electric energy. The District shall be the sole judge of whether it is operationally able to receive or deliver electric energy through its electric distribution system. Such judgment shall be non-discriminatory and without regard to the supplier or electric service provider to the end-use customer. The District 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.

***B. Temporary Suspension for Repairs***

The District, 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.

***C. Apportionment of Supply during Time of Shortage***

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

***D. Abnormal Voltage***

Abnormal voltages including surges and sags occur on all electric systems. This is a normal occurrence and it is the customer's responsibility to protect his equipment from damage during such occurrences through the use of appropriate protection such as surge protectors. The District will not be liable for 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. Claims for damages from such events will be reviewed and in certain instances may elect to pay claims.

***E. Liability of District***

The District shall not, by taking action pursuant to any portion of Rule 14, be liable for any loss, damage, or injury, established or alleged, which may result or be claimed to result there from.

**15. CONNECTION OF NEW CUSTOMERS**

This rule is applicable to extension of electric distribution lines of the District's standard voltages (less than 120kV) necessary to furnish permanent electric service to Applicants, and will be made in accordance with the following provisions and shall be subject to a minimum application fee of \$500, which may be adjusted at the discretion of the District:

***A. Standards***

The City of Lathrop requires all new permanent distribution lines be installed underground. The District will be responsible for providing the applicant with the District's standards needed to allow the Applicant to plan, design, and engineer underground lines that will meet the District's standards for material, design, and construction. The District shall have final approval of all planning, designing, and

engineering Distribution Line Extension using LID's standards for material, design, and construction.

***B. Point of Connection***

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

***C. Rights of Way***

1. The District will own, operate and maintain facilities only along public streets, alleys, roads, highways and other publicly dedicated ways and places which the District has the legal right to occupy.
2. The District may also own, operate and maintain facilities on public lands and private property across which rights of way and permits satisfactory to the District are to be obtained without cost to, or condemnation by, the District.

***D. Route of Line***

The length and normal route of a distribution line extension will be determined or approved by the District and considered as the distance along the shortest most practical, available and acceptable route which is clear of obstructions from the District's nearest permanent and available distribution facility to the point from which service facilities will be connected.

***E. Contracts***

Each applicant for a line extension may be required to execute a written Line Extension Agreement and / or pay a non-refundable fee prior to the District approving plans for the extension.

***F. Street Lights***

Street lights and appurtenant facilities shall be installed in accordance with the service provisions of the applicable street light schedule.

***G. Customer Responsibilities for New Distribution Facilities***

Applicant is responsible for installation of the following by qualified personnel prior to the District accepting dedication of the facilities and connecting them to the District's facilities:

1. Design of distribution facilities that conform to standards of the District as well as all applicable federal, state and local codes and ordinances for District installations (such as, but not limited to the California Business and

Professions Code). All costs of Design shall be the responsibility of the Applicant.

2. All necessary trenching, back-filling, and other digging as required, subject to District inspection. All costs shall be the responsibility of the Applicant
3. The furnishing and installation of all substructures and conduits as defined in Section 1 “DEFINITIONS”, subject to District inspection. All costs shall be the responsibility of the Applicant
4. The furnishing and installation of all poles and superstructures or removal thereof, subject to District inspection. All costs shall be the responsibility of the Applicant.
5. The initial cost of furnishing and installation of all wiring, cabling, switches, transformers, and other electrical equipment, including meters may be purchased and installed by the Applicant. Those costs shall be reimbursed to the Applicant by the District based on the following factors: 1.) The costs for reimbursement can be supported by the rate payers. 2.) Line Extension Agreement, 3.) Subject to adequate funding. The District shall make the final connection to the utility’s facilities.
6. Special or Added Facilities: Any special or added facilities may be installed with LID’s approval at the request of the Applicant and will be installed at the Applicants expense and may be reimbursed by the District to the Applicant on a case-by-case basis.
7. The cost of furnishing and installation of all protective structures set forth in the District's standards, subject to District inspection.
8. Qualified personnel shall:
  - a. Be technically competent to perform the work;
  - b. Have access to, and utilize the proper equipment to perform the work;
  - c. Have demonstrated financial responsibility commensurate with the scope of the work to be performed;
  - d. Have adequate insurance coverage, such as workers compensation, liability and property damage;
  - e. Furnish a surety bond for performance of the work if required;
  - f. Be licensed in California for the work being performed;



- g. Employ workmen 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
- h. Comply with applicable laws including, but not limited to, Equal Opportunity Regulations, OSHA, and EPA.
- i. All work will be performed at the current Division of Labor prevailing wage for each craft involved.

#### ***H. District Responsibilities***

The District will:

1. Specify the point on the District system from which applicant will extend distribution lines.
2. Perform one plan check on each applicant design project at no expense to applicant. All subsequent plan checks will be at applicant's expense.
3. The furnishing and installation of all wiring, cabling, switches, transformers, and other electrical equipment rated 600V or higher, all of which is to be paid for by the Applicant and subject to reimbursement by the District based on the rate payers supporting the cost of the system, the Line Extension Agreement, and adequate funding. The District shall make the final connection to the utilities facilities.
4. Inspect facilities installed by applicant at applicant's expense.
5. Connect conductors to the District's facilities.
6. Make any necessary arrangements of the District's facilities to accommodate connection of applicant's facilities at applicant's expense.
7. Perform final testing prior to acceptance of the facilities at applicant's expense.
8. Any upgrade or new equipment required for the substation or switching substation may be paid by the Applicant and would be subject to reimbursement by the District upon adequate funding and per the Line Extension Agreement.

#### ***I. Dedication of Facilities***

Upon acceptance by District of the facilities for use in distribution of electricity, ownership of all such facilities will transfer to District.

***J. Definition for RULE 15***

**DISTRIBUTION LINES:** District’s overhead and underground lines which are operated at distribution voltages and which are designed to supply two or more services.

**DISTRIBUTION TRENCH FOOTAGE:** The total trench footage used for calculating cabling costs. It is determined by adding the total length of all new and existing trench for the installation of underground primary and secondary Distribution Lines designed to supply two (2) or more services (excluding service trench footage under Rule 16.

**EXCAVATION:** All necessary trenching, backfilling, and other digging as required to install Distribution Line Extension facilities including furnishing of any imported backfill material, and disposal of spoil as required, surface repair and replacement.

**FEEDER CONDUIT:** Conduit for such uses as part of a backbone system to provide for future anticipated load growth outside the subdivision involved, to provide for future anticipated load-growth in the existing subdivision, to interconnect the service to the subdivision in close proximity, to balance loads between subdivisions, to interconnect the service to the subdivision with service to subsequent developments outside the subdivision, and to provide the flexibility and versatility of modifying or supplying emergency backup power to the area involved.

**FRANCHISE AREA:** Public streets, roads, highways and other public ways and places where the District has the legal right to occupy under a Franchise Agreements with governmental bodies having jurisdiction.

**INDUSTRIAL DEVELOPMENT:** Two (2) or more enterprises engaged in a process which creates a product or changes material into another form or product and located on a single parcel or on two (2) or more contiguous parcels of land.

**INSIGNIFICANT LOADS:** Small operating loads such as gate openers, valve controls, clocks, timing devices, fire protection equipment, alarm devices, etc.

**INTERMITTENT LOADS:** Loads which, in the opinion of the District, are subject to discontinuance for a time or at intervals.

**MONTHLY OWNERSHIP CHARGE:** Cost of Ownership charges (from Electric Rule 2 customer – financed Cost of Ownership percentage) as a percentage rate applied against the outstanding un-refunded refundable balance after twelve (12) months from date the District is first ready to serve. Serves to recover the cost of operating and maintaining customer-financed facilities that are not utilized.

**NET REVENUE:** That portion of the total rate revenues that supports the District’s Distribution Line and Service Extension costs and excludes such items as energy,

transmission, Competition Transition Charge (CTC), public purpose programs, and other revenues that do not support the Distribution Line and Service Extension costs.

**NON-RESIDENTIAL ALLOWANCES NET REVENUE MULTIPLIER:** This is a revenue-supported factor determined by the District that is applied to the net revenues expected from non-residential loads to determine non-residential refunds.

**PERMANENT SERVICE:** Service which, in the opinion of the District, is of a permanent and established character. This may be continuous, intermittent, or seasonal in nature.

**POLE LINE:** Poles, cross-arms, insulators, conductors, switches, guy-wires, and other related equipment used in the construction of electric overhead line.

**PROTECTIVE STRUCTURES:** Fences, retaining walls (in lieu of grading), sound barriers, posts, or barricades and other structures as required by the District to protect distribution equipment.

**RESIDENTIAL DEVELOPMENT:** Five (5) or more dwelling units in two (2) or more buildings located on a single parcel of land.

**RESIDENTIAL SUBDIVISION:** An area of five (5) or more lots for residential dwelling units which may be identified by filed subdivision plans or an area in which a group of builders working on a coordinated basis.

**SEASONAL SERVICE:** Electric Service to establishments which are occupied seasonally or intermittently, such as seasonal resorts, cottages, or other part-time establishments.

**SUBSTRUCTURES:** The surface and subsurface structures which are necessary to contain or support the District's electric facilities. This includes, but not limited to, such things as splice boxes, pull boxes, equipment vaults and enclosures, foundations or pads for surface mounted equipment.

**TRENCHING:** See Excavation.

**SEE SECTION 1 DEFINITIONS FOR ADDITIONAL INFORMATION.**

## **16. SERVICE CONNECTIONS**

This rule is applicable to the connection of new customers to the District's distribution system at standard District primary and secondary voltages necessary to furnish electric service to applicants and shall be subject to a minimum application fee of \$500, which may be adjusted at the discretion of the District .

***A. Standards***

The City of Lathrop requires all new service connections be installed underground. The District will be responsible for providing the applicant with the standards needed to allow the applicant to plan, design, and engineer connections that will meet the District's standards for material, design, and construction.

***B. Ownership***

The facilities installed under the provisions of this rule, shall be owned, operated, and maintained by the District, except for substructures and enclosures that are on, under, within, or part of a building or structure.

***C. Private Lines***

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

***D. Rights of Way***

Rights-of-way or easements may be required by District for service facilities on applicant's property to serve only applicant. If service facilities must cross property owned by a third party to serve applicant it is applicant's responsibility to obtain appropriate rights-of-way or easements, satisfactory to District, at no cost to District. Any necessary rights-of-way or easements for District's facilities shall have provisions to maintain legal clearances from adjacent structures.

***E. Temporary Service***

Facilities for temporary service shall be installed in accordance with Rule 16. The applicant shall be responsible for all costs related to the installation and removal of requested facilities.

***F. Contracts***

Each applicant for a connection shall execute a written contract(s) and / or pay a non-refundable fee prior to the District performing its work on the connection.

***G. Obligations of Customers to Provide Access***

The customer shall be responsible for providing the District with ready access to the premises.

The District 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 District's tariffs.

If the District 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 District its costs to relocate the facility to a new location which is acceptable to the District. 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 District can result in discontinuance of service.

#### ***H. Connections to District Equipment***

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

#### ***I. Applicant Responsibilities for Service Installation***

Applicant is responsible for installation of the following by qualified personnel, conforming to the District's standard, prior to the District connecting the customer to the District's facilities:

1. Design of the distribution facilities that conforms to the District's standards as well as to all applicable federal, state and local codes and ordinances for utility installations (such as, but not limited to the California Business and Professions Code).
2. All necessary trenching, back-filling, and other digging as required, subject to District inspection.
3. The furnishing and installation of all substructures and conduits, subject to District inspection.
4. The furnishing and installation of all poles and superstructures, subject to District inspection.
5. The cost of furnishing and installing all wiring, cabling, switches, transformers, protective equipment, meter bases and other electrical equipment required to complete the connection of the applicant's facilities to the District's distribution system. The District normally will furnish and install all switches and protective equipment rated over 600V.

6. Qualified personnel shall meet the requirements listed in Rule 15.G.9.

***J. District Responsibilities***

The District will:

1. Determine the point on the District's system at which the connection will be made.
2. Perform one plan check on each applicant design project at no expense to applicant.
3. All subsequent plan checks will be at applicant's expense.
4. Inspect facilities installed by applicant at applicant's expense.
5. Furnish and Install all primary switches and protective equipment and connect conductors to the District's facilities at applicant's expense.
6. Make any necessary arrangements of the District's facilities to accommodate connection of applicant's facilities at applicant's expense.

***K. Metering Facilities***

1. General
  - a. The applicant is responsible for the installation of a meter base that meets the District's standards and that will accommodate a utility meter(s).
  - b. The utility will meter the delivery of all electric power and energy, unless otherwise provided for in the utility's tariffs.
  - c. All utility meters and associated metering equipment shall be located at some protected location on the applicant's premises as approved by the District.
  - d. 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 has received prior District approval;
2. The District will normally install only one meter for each premises except:
  - a. When otherwise required or allowed under the District's rate schedules,

- b. When determined by the District, 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 District.
3. **MULTIPLE OCCUPANCY.** In a building with two or more tenants, or where more than one meter is used on the same Premises, the meters normally shall be grouped at one central location, or as otherwise specified by the District, and each meter position or socket shall be clearly and permanently marked by Applicant, customer, or owner of the premises to indicate the particular unit, occupancy, or load supplied by it.
- a. **RESIDENTIAL.** For revenue billing, electric service shall be individually metered to every residential unit in a residential building or group of buildings or other development with multiple tenants such as, but not limited to, apartment buildings, mobile home parks, etc., except as may be specified above in K.2.
  - b. **NON-RESIDENTIAL.** For revenue billing electric service shall be individually metered to each tenant in a non-residential building or group of buildings or other development on a single Premises with multiple tenants or enterprises (such as, but not limited to, an office building or shopping center complex). Alternative metering arrangements as determined by the District may be allowed as specified above in K.2.

***L. 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 District 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.

***M. Coordination***

When, as determined by the District, 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.

***N. Liability***

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

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

***O. Facility Tampering***

The applicant or customer shall provide a suitable means acceptable to the District for placing District's seals on meter rings and covers of service enclosures and instrument enclosures that protect unmetered and energized conductors. Only District authorized employees shall be authorized to break such seals once installed. However, in an emergency the District 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.

***P. 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 utility equipment, shall conform with applicable laws, codes, and ordinance of all governmental authorities having jurisdiction.

***Q. Reasonable Care***

Applicant or customer shall exercise reasonable care to prevent District's electrical equipment and related facilities that are located on the applicant's or customer's premises from being damaged, destroyed or interfered with, and will inform the District of any such damage, destruction or interference immediately. The applicant or customer may be required to install a mechanical protection (barrier posts, etc.) suitable to the District if the District deems it appropriate.

***R. Government Inspections***

The District 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.

***S. Damaged Facilities***

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

***T. Relocations, Rearrangements and Enhancements***

1. Applicant Responsibilities

- a. The applicant is responsible for all costs associated with any relocation, rearrangement or upgrade to existing utility systems that are, in the opinion of the District, necessary to provide the requested service to the applicant or customer or are requested by the applicant or customer.
- b. Any relocation or rearrangement of District's existing facilities, at the request of, or to meet the convenience of an applicant or customer, and agreed upon by the District, normally shall be performed by the District. Where new facilities can be constructed in a separate location, before removal of any existing facilities, and applicant requests to perform the new construction work, then the District may, at its discretion, allow the applicant to perform the new construction, provided all work so performed is to the District's standards.

2. District Responsibilities

When applicant or customer-requested upgrades or rearrangements of existing utility systems are performed, the District shall remove its existing facilities where it deems the removal to be appropriate. Applicant or customer shall be responsible for the costs of all related re-locations, upgrades, or rearrangements including removal costs.

***U. Relocations and Rearrangements***

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

***V. Enlargements***

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

## **17. NON-STANDARD AND SPECIAL FACILITIES**

### ***A. General***

Special facilities are considered to be existing, enlarged or new facilities installed, used and/or maintained by the District at the applicants request in addition to, as enlargements of, as alternate to, or in substitution for, the standard facilities which the District would normally install, maintain or use and which represent additional costs to the District 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 District's option, provided the type of special facilities requested is acceptable to the District and the District agrees to the installation and/or maintenance of the special facilities, under the conditions set forth in this rule

### ***B. Customer Status***

A temporary service customer will not be eligible to apply for special facilities.

### ***C. District Limitations***

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

### ***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:

1. An estimate of the cost of the special facility that the applicant is requesting the District to install and/or maintain; and,
2. A one-time payment, amount equal to the total estimated cost of the facility multiplied by a factor of 1.60. 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 District and the customer a contract may be entered into that will provide for extended payments of the amount calculated in Rule 17.D.

***F. Contract Responsibilities***

If the District 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 District 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 District

***H. Termination Provisions***

The applicant may terminate a special facility contract on 30 days' notice unless otherwise specified within a mutually agreed to contract between the customer and the District.

**18. 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 District 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 District 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 District a meter test charge of fifty-five (55) dollars in advance for the meter test.

The amount so charged will be returned to the customer, upon 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 District 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. It 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 District, the District 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 District determines the meter error commenced. Such adjusted bill shall be computed in accordance with the following:

***D. Fast Meter***

If a meter is found to be registering more than 2% fast, the District shall refund to the customer the amount of the overcharge based on the corrected meter readings or the District'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 six months.

***E. Slow Meter***

If a meter is found to be registering more than 2% slow, the District may bill the customer for the amount of the undercharge based on corrected meter readings or the District'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 six months.

***F. Non-registered Meter***

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

***G. Adjustment of Bills for Billing Error***

A billing error is an error by the District that results in incorrect billing charges to the customer. Billing errors may include incorrect meter reads or clerical errors by a District 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 District, switched or mismarked meters by other than the District, inaccessible meter, failure of the customer to notify the District 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 District overcharges or undercharges a customer as the result of billing error, the District 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 three years.

***H. Adjustment of Bills for Unauthorized Use***

Unauthorized use is the use of energy in noncompliance with the District'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 District is denied full compensation for electric service provided.

Where the District determines that there has been unauthorized use of electric service, the District may bill the customer for the District'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 rule shall be interpreted as limiting the District's rights and/or remedies in any provisions of any applicable law.

***I. Limitation on Adjustment of Bills for Energy Use***

For any error in billing not defined as billing error, meter error, or unauthorized use, the District 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 six months.

***J. Interest on Bills for Unauthorized Use***

The District will bill and collect interest at a rate of eighteen (18) percent per annum on unauthorized use billings from the date the unauthorized use commenced, and/or

the District will bill and collect at a rate of eighteen (18) percent per annum on amortized repayment agreements.

***K. Recovery of Associated Costs for Unauthorized Use***

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

**19. SUPPLY TO SEPARATE PREMISES AND LOW INCOME**

***A. CARE Eligibility***

1. Residential: To be eligible to receive CARES, the customer must qualify under the eligibility criteria set forth herein and meet the certification requirements thereof to the satisfaction of the District. Individually metered customers may qualify for CARES at their primary residence only. Total gross annual income for all persons in the customer's household may not exceed 160% of the Federal Poverty Guidelines effective November 1 of the previous year.
2. Certification

Customers must submit an application, with proof of income satisfactory to the District, to the District or its designated certification agent(s). Eligibility will be determined based on this Rule.

Certification of District customers is valid for a period of three years, except as provided in Section D. Existing customers sixty years old or older will not need to be re-certified after the initial certification. The certification agent will re-certify the eligibility of customers every three years following enrollment. Customers suspected of providing incorrect information in their application for CARES may be required to re-certify at any time. Further, the District reserves the right to conduct random audits to determine customers' eligibility. Failure by any customer asked to provide proper proof of eligibility will result in disqualification of customer's eligibility to receive CARES.

It is the responsibility of the customer to immediately notify the District when there is a change in circumstances or the customer is no longer eligible for the CARES program.

3. Misapplication of CARES
4. Certification for eligibility for the CARES program that is made based upon incorrect information provided by the customer shall constitute misapplication of CARES for the period under which the customer received CARES. The District will charge the customer the amount of the CARES discount

inappropriately received. Such billing shall be for a period up to the most recent three (3) years. However, nothing in this Rule shall be interpreted as limiting the District's rights under any provisions of any applicable law or tariff.

***B. 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 District.

***C. Marinas and Small Craft Harbors***

1. The District 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).
2. 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 District.

***D. Other Uses and Premises***

1. A customer shall not furnish or use electricity received from the District upon other premises, except for the District's operating convenience, or for other purposes than those specified in the customer's application for service or in the applicable rate schedule.
2. Sub-metering of electricity is prohibited except as provided for in this rule.
3. In the event that electricity is sub-metered other than as provided for in this rule, the District may either discontinue service to the customer, or furnish electricity directly to the sub-metered entity at the District's option.

**20. SPECIAL SERVICE CHARGES**

***A. Customer Electrical System Faults***

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

1. The District will verify whether or not power is being supplied to the customer side of the meter base servicing the customer.

2. The District 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 Service***

Anyone may request the District, and the District, at its sole discretion, may provide services in its area of expertise. Any such services shall be conducted at a fee equal to cost plus 10 percent.

**21. GENERATION FACILITIES**

***A. General***

1. Producer must comply with this Rule, execute an Interconnection Agreement with District, and receive District's express written permission before Parallel Operation of its Generating Facility with District's distribution system. DISTRICT shall apply this Rule in a non-discriminatory manner and shall not unreasonably withhold its permission for Parallel Operation of Producer's Generating Facility with DISTRICT's Distribution System.
2. Interconnection shall comply with the requirements of ANSI/IEEE1 1547-2003 Standard for Interconnecting Distributed Resources with Electric Power Systems (IEEE 1547).
3. District shall have the right to review the design of a Producer's Generating and Interconnection Facilities and to inspect a Producer's Generating and/or Interconnection Facilities prior to the commencement of Parallel Operation with District's Distribution System. District may require a Producer to make modifications as necessary to comply with the requirements of this Rule. District's review and authorization for Parallel Operation shall not be construed as confirming or endorsing the Producer's design or as warranting the Generating and/or Interconnection Facilities' safety, durability or reliability. District shall not, by reason of such review or lack of review, be responsible for the strength, adequacy or capacity of such equipment.
4. Customer and District enter Into an Interconnection Agreement and, Where Required, a Financing and Ownership Agreement for Interconnection Facilities or Distribution System Modifications. District shall provide the customer with an executable version of the Interconnection Agreement or Net Energy Metering agreement appropriate for the customer's Generating Facility and desired mode of operation. Where an Interconnection Study performed by District has determined that modifications or additions to its distribution system are required, or that additional Interconnection Facilities



will be necessary to accommodate a customer's Generating Facility, District may also provide the customer with other Interconnection Facilities financing and ownership agreements. These agreements shall set forth District and the customer's responsibilities, completion schedules, and fixed price or estimated costs for the required work.

5. Interconnection with District's Distribution System under this Rule does not provide a Producer any rights to utilize District's Distribution System for the transmission, distribution, or wheeling of electric power, nor does it limit those rights.
6. Where District-owned Metering is located on the Producer's premises, Producer shall provide, at no expense to District, a suitable location for all such Metering Equipment. The Producer will bear all costs of the Metering required by this Rule, including the incremental costs of operating and maintaining the Metering Equipment. Producer shall grant District access to the metering equipment at all times.
7. District will require Protective Functions designed to protect District's Distribution System and not the Generating Facility. Protective Functions will be determined by District's engineer or where necessary through an Interconnection Study. Required. Generating Facilities operating in parallel with the District's Distribution System shall be equipped with the following protective functions to sense abnormal conditions on the District's Distribution System and cause the Generating Facility to be automatically disconnected from the District's Distribution System or to prevent the Generating Facility from being connected to the District's Distribution System inappropriately:
  - a. Over and under voltage trip functions and over and under frequency trip functions;
  - b. A voltage and frequency sensing and time-delay function to prevent the Generating Facility from energizing a de-energized Distribution System circuit and to prevent the Generating Facility from reconnecting with the District's Distribution System unless the District's Distribution System service voltage and frequency is within the ANSI C84.1-1995 Table 1 Range B Voltage Range of 106V to 127V on a 120V basis, inclusive, and a frequency range of 59.3 Hz to 60.5 Hz, inclusive, and are stable for at least 60 seconds; and
  - c. A function to prevent the Generating Facility from contributing to the formation of an Unintended Island and cease to energize the District's System within two seconds of the formation of an Unintended Island. The Generating Facility shall cease to energize the District's Distribution System for faults on the District's Distribution System

circuit to which it is connected (IEEE1547-4.2.1). The Generating Facility shall cease to energize the District's Distribution System circuit prior to re-closure by the District's Distribution System equipment (IEEE1547-4.2.2).

8. A Producer shall be solely responsible for providing adequate protection for its Generating Facility and interconnection Facilities. The Producer's Protective Functions shall not impact the operation of other Protective Functions utilized on DISTRICT's Distribution System in a manner that would affect DISTRICT's capability of providing reliable service to its customers.

### ***B. Definitions***

1. **Distribution System:** All electrical wires, equipment, and other facilities owned or provided by District, other than Interconnection Facilities, by which District provides electric service to its customers.
2. **Generating Facility:** All Generators, electrical wires, equipment, and other facilities owned or provided by Producer for the purpose of producing electric power.
3. **Interconnection Agreement:** An agreement between District and the Producer providing for the Interconnection of a Generating Facility that gives certain rights and obligations to effect or end Interconnection. For the purposes of this Rule, Net Energy Metering or Power Purchase Agreements authorized by the Commission are also defined as Interconnection Agreements.
4. **Interconnection Facilities:** The electrical wires, switches and related equipment that are required in addition to the facilities required to provide electric service to a customer to allow Interconnection. Interconnection Facilities may be located as appropriate to their purpose and design. Interconnection Facilities may be integral to a Generating Facility or provided separately.
5. **Interconnection Study:** A study to establish the requirements for Interconnection of a Generating Facility with District's Distribution System.
6. **Producer:** The entity that executes an Interconnection Agreement with District. The Producer may or may not own or operate the Generating Facility but is responsible for the rights and obligations related to the Interconnection Agreement.

7. **Protective Function(s):** The equipment, hardware and/or software (whether discrete or integrated with other functions) whose purpose is to protect against Unsafe Operating Conditions.
8. **Unsafe Operating Conditions:** Conditions that, if left uncorrected could result in harm to personnel, damage to equipment, leave the Distribution System unable to reliably perform its intended functions in a safe manner or operation outside pre-established parameters required by the Interconnection Agreement.

## **22. RESIDENTIAL ENERGY EFFICIENCY PROGRAM**

No program at this time.

## **23. BUSINESS ENERGY EFFICIENCY PROGRAM**

No program at this time.

## **24. SOLAR REBATE PROGRAM**

Net Metering Rider (CLOSED 7/31/2018)  
Wholesale Generation Credit (WGC) Rate Schedule

No rebate program at this time.

## **25. RATE SCHEDULES**

*Net Energy Metering (NEM 2.0) – CLOSED EFFECTIVE 7/31/2018*  
*Wholesale Generation Credit (WGC) Rate*  
*Net Metering Rider – CLOSED EFFECTIVE 7/31/2018*  
*Rate Schedule R-1, Metered Residential Electrical Service*  
*Rate Schedule R-2, Metered Residential, Low Income Electrical Service Rate*  
*Schedule GS-1, Small Commercial Electrical Service*  
*Schedule GS-2, Medium Commercial Electrical Service*  
*Schedule GS-3, Industrial Electrical Service*  
*Medical Equipment Rider*  
*Rate Schedule LS, Lighting Service Net*  
*Rate Schedule SE, Fee Schedule*  
*Rate Schedule FE, Fee Schedule*  
*Rate Schedule MISC, Miscellaneous District Services and Work Performed at Customer Expense*  
*Rate Schedule REC, Renewable Energy Charge*

*Rate Schedule RA, Resource Adequacy*

**Net Energy Metering (NEM 2.0) Schedule**  
**CLOSED EFFECTIVE 7/31/2018**

**APPLICABILITY**

This Net Energy Metering (NEM) Schedule applies to schedules R-1, R-2, GS-1, GS-2 and GS-3 customers who have an electrical generation facility on their premise sized at 1 Megawatt (MW) or less that is fueled by a renewable fuel source. A renewable electrical generation facility is a facility that is eligible for certification as a renewable energy resource as defined by the California Energy Commission (CEC). The CEC's most current Renewable Portfolio Standard Eligibility Guidebook shall be used for providing the technical definitions of a renewable electrical generation facility. This NEM schedule is provided as per California Public Utility Coded 2827.

**LIMITATION**

Application for this schedule is on a first-come, first-served basis, until the total rated generating capacity of customers taking service under this schedule exceeds 5 percent of LID's aggregate customer peak demand to be determined on an annual basis. When the installed generation capacity exceeds LID's aggregate customer peak demand, LID may declare the NEM schedule closed to new customers or it may continue the NEM schedule until the next annual review.

**PAYMENTS**

- A. The monetary value of customer owned generation energy production will be at the applicable energy rate for the tariff on a monthly billing basis that is applicable to customer without discrimination between NEM and non-NEM customers.
- B. Charges for other than electrical energy usage must be paid monthly. This includes charges such as fixed, minimum & demand charges and program fees, surcharges and taxes.
- C. R-1, R-2, GS-1 will pay for the value of the net energy consumed on a monthly basis unless the customer formally opts out for annual payment. For all other customers, the net balance of all moneys owed must be paid each monthly billing cycle.
- D. If, in any regular billing month, the monetary value of the electrical energy supplied by LID is less than monetary value of the electricity energy supplied to LID by the customer's NEM generation system, the customer will receive monetary electricity credits for the excess value of the electricity supplied to LID. The excess value credits will carry over to the following billing period to be applied to the next month's electrical energy charges. Retail-valued electricity credits will only be credited against electricity usage charges. These credits can accumulate over time up to a year.

- E. At the end of a twelve-month settlement period, which starts on the approval of the NEM rate for the customer and ends one year later, and occurs annually thereafter, the accumulated energy credits are zeroed out. If a customer leaves LID before the twelvemonth period, no payment for accumulated credits is made except to defray any energy costs owed. On leaving LID, all energy charges not paid become due immediately.
- F. At the settlement period, if the NEM energy produced in kwh over the twelve months exceeds the energy consumed in kwh, the excess energy produced in kwh will be valued at the rate of power cost in \$/kwh terms as per account 430-6501-700-20-00. A payment based on this valuation will be made to the customer's account. Renewable energy credits associated with excess energy paid for shall be the property of LID.

**SPECIAL CONDITIONS:**

- A. Generation Agreement: A General Agreement with the customer is required for service under this schedule.
- B. Metering Equipment: Net energy metering shall be accomplished using a single meter capable of registering the flow of electricity in two directions. If customer's existing electrical meter is not capable of measuring the flow of electricity in two directions, the customer- generator shall be responsible for all expenses involved in purchasing and installing a meter that is capable of measuring electricity in both directions. If an additional meter or meters are necessary to monitor the electric generating system performance, the cost to install these meters will be the responsibility of the District.

## **Wholesale Generation Credit (WGC) Schedule Effective 8/1/2018**

### **Applicability**

The WGC Metering option is applicable to all customers who use a Renewable Electrical Generating Facility with the capacity for not more than one megawatt that is located on the customer's owned, leased, or rented premises: is interconnected and operates in parallel with the District's electric grid and is intended primarily to offset part or all of the customer's residual electrical requirements. The Renewable Electrical Generating Facility is defined as a facility that generates electricity from a renewable source listed in paragraph (1) of Section 25741 of the California Public Resource Code, with the exception that a small hydroelectric generation facility is not eligible if it will cause an adverse impact on instream beneficial uses or cause a change in the volume or timing of streamflow.

The customer must sign the appropriate District Interconnection Agreement and WGC Metering Agreement.

### **Metering Equipment**

The customer will bear all costs of the metering required by Rule 21, including the incremental costs of operating and maintaining the metering equipment. The District will provide and install a self-contained meter for WGC Generation Output Metering for WGC accounts,

### **Monthly Charges**

The total amount of a customer's bill, excluding applicable local and state taxes and surcharges, will be the sum of the charges and credits from paragraphs 1 and 2 listed below.

#### **1. Usage (Energy Delivered from LID)**

Energy that is delivered from the grid, as measured by the District-installed metering equipment, shall be billed according to the customer's applicable Rate Schedule.

#### **2. Excess Generation (Energy Delivered to LID)**

Energy that is received from the customer, as metered by the District-installed metering equipment, will be converted to a monetary value based on the District's WGC Credit Rate (listed below) and credited to the customer's account.

### **Total Charges**

The sum of the charges and credits for both the energy delivered and generated along with any applicable adjustments, surcharges and taxes will equal the customer's monthly bill.

**Credit Rate:**

**\$.06 per kwh**

The credit rate for excess customer generation will be based on LID’s previous Fiscal Year’s wholesale rate paid for energy on the open market. The credit rate will be adjusted yearly on July 1. For information regarding the current rate paid for excess customer generation, please contact LID. (Amended 7/1/2023)

SOLAR FEES

**FEE SCHEDULE AND PAYMENT INFORMATION**

**ALL REQUIRED FEED MUST BE PAID PRIOR TO YOUR APPLICATION BEING PROCESSED**

**The following fees are in effect as of July 1, 2017 and are subject to change at any time. Please contact LID for the latest fee schedule and payment information. Please make all checks out to "Lathrop Irrigation District."**

Application Fee (required for all installations):	\$ 50
Plan Review Fee (required for all installations):	\$ 250
Final Commissioning Inspection Fee (Less than 20kW)	\$ 125
If NET or GWC Metering is required the meter cost is	\$ 225
Final Commissioning Inspection Fee (20kW or greater)	\$ 500
Engineering Study Deposit (20kW Installations or greater only)*	\$1,000

\* This deposit is required for all large installations and is non-refundable. If additional information or study is required prior to approval, additional fees may apply. Please contact LID for more information



**CLOSED 7/31/2018**  
**NET METERING RIDER**

**APPLICABILITY**

This schedule is applicable to all customers receiving metered service.

**TERRITORY**

Applicable throughout the service territory.

**RATES:**

All rates charged under this schedule will be in accordance with the eligible customer-generator's otherwise-applicable residential or commercial rate schedule. An eligible customer-generator served under this schedule is responsible for all charges from its otherwise-applicable rate schedule including monthly customer charges. Charges for electricity supplied by the District will be based on the net-metered usage in accordance with Net Energy Metering and Billing (Special Condition c below).

**SPECIAL CONDITIONS**

- A. Generation Agreement: A General Agreement with the customer is required for service under this schedule. All carbon, greenhouse gas and renewable energy credits are owned by the utility.
- B. Metering Equipment: Net energy metering shall be accomplished using a single meter capable of registering the flow of electricity in two directions. If customer's existing electrical meter is not capable of measuring the flow of electricity in two directions, the customer-generator shall be responsible for all expenses involved in purchasing and installing a meter that is capable of measuring electricity in both directions. If an additional meter or meters are necessary to monitor the electric generating system performance, the cost to install these meters will be the responsibility of the District.
- C. Net Energy Metering and Billing : Net Energy is defined as measuring the difference between the electricity supplied by the District through the electric grid to the eligible customer-generator and electricity generated by an eligible customer-generator and fed back into the electric grid over a 12-month calendar year period. In the event the energy generated exceeds the energy consumed during the 12-month period, payment shall be made for the excess energy delivered to the District's grid at the rate of power cost (account 430-6501-700-20-00) up to a maximum of 5 percent of annual usage. No

payment will be made for energy generated into the grid above the 5 percent of annual usage. In the event that the electricity supplied by the utility during the period exceeds the electricity generated by the eligible customer-generator during the same period, the eligible customer is a net electricity consumer and the District shall bill the customer for the net consumption during the period based on the retail price per kilowatt-hour for eligible customer- generator's rate class over the same period.

The District shall provide the customer-generator with net electricity consumption information on each regular bill. That information shall include the current amount owed to the District for the net electricity consumed. Customer-generator will pay monthly for the net energy consumed.

**Rate Schedule R-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.

**TERRITORY**

Applicable throughout the service territory. RATES

**Energy Rates**

RESIDENTIAL R-1		Tier 1		Tier 2		Tier 3	
		Effective Date		Effective Date		Effective Date	
		4/1/23 Billing		4/1/23 Billing		4/1/23 Billing	
Summer	Beginning Tier kWh/Month (>=)	0		421		1,684	
Summer	Ending Tier kWh/Month (<)	420		1,683		not-limited	
Summer	Energy Charge \$/kWh		\$0.1949		\$0.2631		\$0.3752
Winter	Beginning Tier kWh/Month (>=)	0		339		1,355	
Winter	Ending Tier kWh/Month (<)	338		1,354		not-limited	
Winter	Energy Charge \$/kWh	\$0.1661	\$0.1861	\$0.2310	\$0.2510	\$0.3366	\$0.3566

**These rates do not include any charges which may be incurred as the result of the Energy Rate Adjustment (ERA)**

Distribution Infrastructure Monthly Charge

This tiered monthly charge is based on the potential maximum demand on the distribution infrastructure as measured by total energy load of the customer as per the table below. For customers with NEM solar generation, total energy load is net metered energy plus solar generation energy. For non-solar customers, total energy is metered energy.

<b>Tier</b>	<b>Total Energy kWh</b>	<b>Total Energy kWh</b>	<b>Monthly Charge for existing service locations (before 4/1/23) \$/month</b>	<b>Monthly Charge for service locations established after 4/1/23 \$/month</b>
<b>1</b>	0	200	\$16.00	\$18.00
<b>2</b>	201	600	\$24.00	\$26.00
<b>3</b>	601	not-limited	\$32.00	\$34.00

SPECIAL CONDITIONS:

1. Contracts: This rate does not supersede rates established by contract.
2. Renewable Energy Charge is in addition to these rates.
3. Summer is May-October; Winter is November-April.
4. Energy Rates are based on Net Metered Energy (kWh); Actual load less solar generation.

**Rate Schedule R-2**

**METERED RESIDENTIAL LOW INCOME ELECTRICAL SERVICE**

**APPLICABILITY**

This schedule is applicable to all CARES residential customers receiving metered service that meet income requirements as specified in Rule 19.

**TERRITORY**

Applicable throughout the service territory.

**RATES**

Customers will receive a 25 percent discount off Rate Schedule R-1.

**SPECIAL CONDITIONS**

1. Must meet income requirements

**These rates do not include any charges which may be incurred as the result of the Energy Rate Adjustment (ERA).**

**Rate Schedule GS-1**

**SMALL COMMERCIAL ELECTRICAL SERVICE**

**APPLICABILITY**

This schedule is applicable to all non-residential customers receiving metered service whose billing demand had not exceeded 25 kW for three consecutive months or use less than 100,000 kWh per year.

**TERRITORY**

Applicable throughout the service territory.

**RATES**

**GS1 SM COMMERCIAL**

Summer (May – October)	Winter (November – April)
Fixed Monthly.....\$22.00	Fixed Monthly.....\$22.00
Electric Usage (per kWh):	Electric Usage (per kWh):
<b>Effective 4/1/23</b>	<b>Effective 4/1/23</b>
All kWh.....\$0.257	All kWh.....\$0.185

**These rates do not include any charges which may be incurred as the result of the Energy Rate Adjustment (ERA)**

**SPECIAL CONDITIONS**

1. Contracts: This rate does not supersede rates established by contract

**Rate Schedule GS-2**  
MEDIUM COMEMERCIAL ELECTRIC SERVICE

APPLICABILITY

This schedule is applicable to all non-residential customers receiving metered service whose billing demand has exceeded 25 kW but not exceeded 399 kW for three consecutive months.

TERRITORY

Applicable throughout the service territory.

RATES

	<b>GS2 MED COMMERCIAL</b>		Effective 4/1/23
Summer	Maximum Demand Charge	\$/kWh	\$18.07
Winter	Maximum Demand Charge	\$/kWh	\$10.82
			<b>Effective 4/1/23</b>
Summer	Energy Charge	\$/kWh	\$0.178
Winter	Energy Charge	\$/kWh	\$0.142

Customer charge, per meter, per month.....**\$75.00**

BASIS FOR DEMAND CHARGE

The demand charge is based on the highest 30-minute average usage measured in kW during the monthly billing period. If the customer’s use of energy is intermittent or subject to violent fluctuations, a 5-minute or 15-minute interval may be used in place of the 30-minute interval. If the customer uses welders, the demand charge will be subject to the minimum demand charges for those welders’ ratings.

SEASONS

Summer is the period from May 1 through October 31 and winter is the period from November 1 through April 30. Bills that include May 1 and November 1 seasonal changeover dates will be calculated by multiplying the applicable rate for each season by the number of days in each season for the billing period.

SPECIAL CONDITIONS

1. Contracts: This rate does not supersede rates established by contract. Customers under special contracts will be handled administratively by the DISTRICT Utility Director.



**Rate Schedule GS-3**  
INDUSTRIAL ELECTRIC SERVICE

APPLICABILITY

This schedule is applicable to all non-residential customers receiving metered service whose billing demand has exceeded 400 kW for at least three consecutive months during the most recent 12- month period. Customer accounts which fail to qualify under these requirements will be evaluated for transfer to service under a different applicable rate schedule.

**Assignment of New Customers:** If a customer is new and District believes the customer’s maximum demand will be over 400 kilowatts, District will serve the customer’s account under this schedule.

**Transfers Off of Schedule GS-3:** If a customer’s maximum demand has failed to exceed 400 kilowatts for 12 consecutive months, District will transfer that customer’s account to an applicable rate schedule. Customers with two or more meters may have their loads aggregated for GS-3 qualification purposes at the discretion of District but not bill calculation purposes.

**Definition of Maximum Demand:** Demand will be averaged over 15-minute intervals for customers whose maximum demand exceeds 400 kW. “Maximum demand” will be the highest of all the 15- minute averages for the billing month.

TERRITORY

Applicable throughout the service territory.

RATES

<b>GS3 INDUSTRIAL</b>			
Summer	Maximum Demand Charge	\$/kWh	\$16.98
Winter	Maximum Demand Charge	\$/kWh	\$10.18
			<b>Effective 4/1/23</b>
Summer	Energy Charge	\$/kWh	\$0.169
Winter	Energy Charge	\$/kWh	\$0.134

**These rates do not include any charges which may be incurred as the result of the Energy Rate Adjustment (ERA)**

Customer Charge (per meter per month)	
GS-3.....	<b>\$175.00</b>
Installation Charge (One-time charge per meter).....	<b>\$1,000.00</b>

**CALCULATION OF CHARGES:** The customer’s monthly charge for service under Schedule GS-3 is the sum of customer charge, demand charges, and energy charge:

1. The customer charge is a flat monthly fee.
2. The maximum demand charge per kilowatt applies to the maximum demand at any time during the month.
3. The customer pays for energy by the kilowatt-hour (kWh), and rates are differentiated according to time of year.
4. The installation charge must be paid in one lump sum before the customer can take service under this rate schedule. Payment of this charge is not transferable to another service or refundable, in whole or part. This charge covers the cost of providing a meter and setting up the service. If additional equipment is required to provide the service it will be provided under the terms of rules 15 and 16 of this tariff, as applicable.
5. The monthly charges may be increased or decreased based upon the power factor. (see POWER FACTOR ADJUSTMENTS)

DEFINITION OF TIME PERIODS

SUMMER: Service from May 1 through October 31.

WINTER: Service from November 1 through April 30.

When a billing month includes both summer and winter days, District will calculate demand charges as follows. It will consider the applicable maximum demands for the summer and winter portions of the billing month separately, calculate a demand charge for each and then apply the two according to the number of billing days each represents.

POWER FACTOR ADJUSTMENT

Bills may be adjusted for weighted monthly average power factor,. The amount of the adjustment will be based on the maximum demand. The adjustment will be an increase of 1.0 percent of the demand charge so calculated for each percentage point the power factor is below 85 percent.

CONTRACTS

To begin service under Schedule GS-3 the customer shall be required to sign a contract with District for an initial term of three (3) years. When the initial three-year term is over, the agreement will automatically continue in effect for successive terms of one year each until 5 years. After 5 years, the contract will be deemed to have been completed and customer will continue to receive service under the applicable rate schedule. Customers may, at any time, request District to modify the contract if the service arrangements, electrical demand requirements, or delivery criteria to its premises change. However, customers will be obligated to perform the terms and conditions not directly related to such changes in their service.

SPECIAL CONDITIONS

1. Contracts: This rate does not supersede rates established by contract.

MEDICAL EQUIPMENT RIDER

APPLICABILITY

All residential customers receiving metered rates...

TERRITORY

Applicable throughout the service territory.

RATES

Qualified customers that participate in MED Rate will receive 500 kW h at a 50 percent discount.

MEDICAL EQUIPMENT DEVICE

A medical equipment device, for purposes of MED Rate, 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 devices include, but are 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.

ELIGIBILITY

To qualify for the Medical Equipment Discount Rate, 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 Paraplegic, hemiplegic or quadriplegic, 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.

APPLICATION

The Medical Equipment Discount Rate option will be effective at the beginning of the billing period in which the request is received and approved.

**Rate Schedule LS**  
**LIGHTING SERVICE**

**APPLICABILITY**

This schedule is applicable to all electric customers receiving unmetered service from the utility for lighting facilities that are controlled by a photo-sensitive switch. This is further restricted to customers that own, operate, and maintain the electrical wiring from the lighting fixture to the utility’s primary, or secondary circuits that are in place to serve customers other than the lighting customer.

**TERRITORY**

Applicable throughout the service territory.

**RATES**

70 Watt MV or HPS Ballast Charge, per month .....	\$4.72
100 Watt MV or HPS Ballast Charge, per month.....	\$6.31
30-35 Watt LED Charge, per month .....	\$4.34
55-60 Watt LED Charge, per month .....	\$5.29
65-70 Watt LED Charge, per month .....	\$7.53
110-140 Watt LED Charge, per month .....	\$10.00
16.8 Watt LED Bollard Charge per month	\$3.57

**These rates do not include any charges which may be incurred as the result of the Energy Rate Adjustment (ERA)**

**SPECIAL CONDITIONS**

1. 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 in accordance with Rule 17

**Rate Schedule SE**

**FEE SCHEDULE**

**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.

**TERRITORY**

Applicable throughout the service territory.

**RATES**

Service Establishment Charges

During normal working hours .....	\$30.00
During normal working hours with less than three hours' notice .....	\$80.00

Deposit for New Service

Residential .....	\$200.00 minimum
Commercial .....	\$300.00 minimum

Reconnection Charge after shutoff.....\$75.00 minimum

**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 of electric service.
2. Turn-on or reconnection of electric service will not occur outside of normal working hours.

**Rate Schedule FE**  
**ADDITIONAL SURCHARGE**

**APPLICABILITY**

This schedule is applicable to all electric customers requesting service from the utility.

**TERRITORY**

Applicable throughout the service territory.

**Purpose**

Tariff FE allows for the recovery of the cost of license fees and other charges imposed by bodies having jurisdiction.

**Rate and Application**

1. City of Lathrop License Fee of 2%. A 2% surcharge shall be applicable to all charges shown on rate schedules R-1, R-2, MED, GS-1, GS-2, GS-3, LS and REC



**Rate Schedule MISC**

**TEMPORARY SERVICE, MISCELLANEOUS SERVICE AND WORK PERFORMED AT  
CUSTOMER EXPENSE**

**APPLICABILITY**

Applicable to all work done by utility for which customers or third parties are responsible to pay District's cost under the rules of this tariff.

**TERRITORY**

Applicable throughout the service territory.

**RATES**

1. Work performed by utility:

The cost of all labor, materials, rental equipment and supplies provided or used by employees.

Customer shall pay an additional charge that is ten (10) percent of the cost the District incurred in completing the work.

2. Work contracted by utility:

All costs incurred in contract(s) to complete the work.

Customer shall pay utility an additional charge that is the greater of two hundred (200) dollars or fifteen (15) percent of costs incurred in contracts.

**Rate Schedule REC**  
**RENEWABLE ENERGY CHARGE**

**APPLICABILITY**

The renewable energy charge (REC) schedule is applicable to all billed kilowatt-hours under all DISTRICK rate schedules, except contract rates that do not allow rates such as the REC.

**Purpose**

Tariff REC allows for the recovery of the cost of renewable energy from any source and renewable energy credits to meet the goals of the State of California. The goal is to maintain the financial viability of the DISTRICK as it seeks to minimize the carbon foot print of the utility and to help DISTRICK deal with the impacts of the current economic crisis and increased regulation regarding climate change, without sacrificing customer service or reliability.

**Application**

The RES is established as \$0.0080 per kWh of metered sales and will remain in effect at the established rate until changed by adoption of a new tariff.

**Rate Schedule RA**  
**RESOURCE ADEQUACY**

**APPLICABILITY**

The resource adequacy (RA) schedule is applicable to all billed kilowatt-hours under all DISTRICT rate schedules, except contract rates that do not allow rates such as the RA.

**PURPOSE**

Tariff RA allows for the recovery of the cost of resource adequacy energy from any source and to meet the requirements of the CAL-ISO. The goal is to ensure that adequate energy resources for the DISTRICT are secured in the event of grid wide high demand, without sacrificing customer service or reliability.

**APPLICATION**

The RA is established as \$0.020 per kWh of metered sales and will remain in effect at the established rate until changed by adoption of a new tariff.