Electric Tariff

Applicable to

Island Energy

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1. GENERAL INFORMATION

A. TERRITORY SERVED

Pittsburg Power Company, a public joint powers authority, also known as Island Energy, is a municipal electric Utility ("the Utility") that supplies electric service for the entire area within the City of Vallejo city limits identified and referred to as "Mare Island".

B. CONFIDENTIALITY OF CUSTOMER INFORMATION

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

C. ELECTRIC MEASUREMENT

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

D. CONTRACTS

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

E. INFORMATION AVAILABLE TO CUSTOMERS:

1) Tariffs

   A copy of the Island Energy Gas and Electric Tariffs are available at the Utility's office at 995 Walnut Avenue on Mare Island during normal business hours and can also be viewed online at www.islandenergy.com

2) Electric Service Rate Schedules

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

3) Utility Standards

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

2. DEFINITIONS

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

Avoided Energy Cost: Cost to the Utility of electric energy or capacity or both which, but for the purchase from a qualifying renewable facility, such the Utility would generate itself or purchase from a non-renewable source.

Avoided Energy Cost Rate: Cost per Kilowatt-hour to the Utility of procuring renewable energy from a qualifying renewable facility, plus the renewable attributes cost per Kilowatt-hour associated with the renewable generation purchase.

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 Twenty-Eight (27) to Thirty-Three (33) calendar days.

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

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

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

Customer Contract: A contract that is entered into by and between the Utility and an Applicant for performing electrical transmission or distribution system work under the Tariff.

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

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

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

Eligible Customer Generator: A Customer who has a Renewable Electrical Generation Facility located on the customer's owned, leased, or rented Premises, and is interconnected and operates in parallel with the electrical grid, and is used primarily

to offset part or all of Customer's own electrical demands, consistent with Public Utilities Code section 2827(b)(4).

Eligible Expenses for Reimbursement: Eligible Expenses are defined as all necessary expenses incurred in the installation of new commercial electrical distribution systems, including but not limited to electrical equipment purchase, engineering, labor, 3rd party consulting and legal expenses, pursuant to a Customer Contract. Eligible Expenses do not include expenses incurred under the Customer Contract for excavation, conduits, substructures and protective structures. Applicant shall remain responsible for the cost of all relocation, rearrangement and removal work, unless the work qualifies for reimbursement under Section 6.L.

Exported Renewable Energy (ERE) Program: The successor program of the NEM program. Under the ERE program. The ERE program employs a billing mechanism that charges Eligible Customer-Generator applicable retail rate for each Kilowatt-hour taken from the Utility's grid, and compensates each Kilowatt-hour feed back to the grid at the Avoided Energy Generation Rate.

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

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

Maximum Demand: The maximum amount of power (kW) drawn for any 15-minute interval during a billing period, as indicated or recorded by instruments installed, owned and maintained by the Utility.

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

Net Energy Metering (NEM) Program The Net Energy Metering Program allows Eligible Customer-Generator to bank and use the generated renewable electricity anytime over a 12-month period, instead of when the renewable electricity is generated.

Net Surplus Energy: The energy generated by an Eligible Customer-Generator measured in kilowatt-hours over a 12-month period that exceeds the amount of energy drawn by that Eligible Customer-Generator from the Utility's grid over the same 12-month period.

Net Surplus Energy Compensation Rate: Equal to or no greater than the Avoided Energy Cost Rate. The Net Surplus Energy Compensation Rate is calculated and updated by the Utility's annual rate case study

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

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

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

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

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

Ready Access to Premises: Access to the Utility's facilities made available by the Customer or Applicant in a manner that is safe and unobstructed to the Utility personnel and vehicles. A Customer provides ready access when all animals on the Premises are restrained and there is no obstruction to the utility equipment.

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

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

Substructures: The surface and subsurface structures necessary to contain or support the Utility's electric facilities. These include but are not limited to such items

as splice boxes, pull boxes, equipment vaults and enclosures, foundations or pads for surface mounted equipment.

Temporary Service: Service for enterprises or activities which are temporary in character or where it is known in advance that service will be of a limited duration. Service which, in the opinion of the Utility, is for operations of a speculative character or the permanency of which has not been established, also is considered temporary service.

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

3. ELECTRIC SERVICE

A. DESCRIPTION OF SERVICE

1) General

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

2) Utility Phase and Voltage Specifications

a) Standard Voltages

Standard voltages of the Utility are as follows:

(i) Transmission Voltages

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

(ii) Primary Voltages

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

(iii) Secondary Voltages

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

(iv) Customer Utilization Voltages.

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

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

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

b) Single-phase Service

(i) For 120-volt services the maximum connected load allowed is one 15 amp plus one 20 amp branch circuit. The maximum motor allowed is a 1-1/2 hp motor.

(ii) For 120/208 volt services the maximum connected load is a 400 amp main switch. Where the Utility maintains 4-wire connected service, the single-phase service shall be limited to a 100 amp main switch.

(iii) For 120/240 volt services the maximum connected load is a 400 amp main switch. The maximum motor load allowed is a 10-hp motor.

(iv) For 480 volt services the minimum connected load is 15 kVA and the maximum connected load shall be a 400 amp main switch unless prior Utility approval is obtained.

(v) For 2400 volt services, and above, the minimum connected load and the maximum connected load will vary by location and will be subject to Utility approval.

c) Three-phase Service

(i) Minimum Connected Load

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

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

> 480	varies by location	varies by location

(ii) Balanced Loads

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

(iii) Excess Load

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

(iv) Utility Authority to Modify Specifications

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

(v) Utility Authority to Limit Motor Size

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

3) Electric Service Protection Requirements

a) Motor Protection and Equipment

(i) Motors and related equipment shall be equipped by the Customer to avoid any damage due to power outages and restorations of service, power surges, or high or low voltage fluctuations.

(ii) Motors shall be equipped with protective equipment needed to protect against damage due to overheating.

(iii) Three-phase motors shall be equipped to protect against damage due to reverse-phase and open-phase conditions.

b) Allowable Motor Starting Currents

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

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

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

c) Welder Service

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

d) Power Factor

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

The Utility, at its sole discretion, shall be authorized to install kVAR metering along with kW metering where the Customer is, in the Utility's opinion, of sufficient size and may have a power factor such that billing in this manner is appropriate.

e) Wave Form

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

4) Interference with Electric Service

a) Voltage Fluctuations

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

b) Arc Furnace

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

c) Current Imposition

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

d) Good Engineering Practice

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

B. TEMPORARY SERVICE

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

1) Estimated Cost

The Temporary Service Applicant shall pay, in advance or otherwise as required by the Utility, the estimated cost of installation, plus the estimated cost of removal, less the estimated salvage of the facilities necessary for furnishing electrical service.

2) Applicant Credit

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

C. SHORTAGE OF ELECTRICAL SUPPLY / INTERRUPTION OF SERVICE

1) Shortage and Interruption

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

2) Temporary Suspension for Repairs

The Utility, whenever it shall find it necessary for the purpose of making repairs or improvements to its system, will have the right to suspend temporarily the delivery of electric energy. In all such cases, reasonable notice as circumstances will permit will be given to the Customer by telephone, communications mailed to the Customer, or publication in a local paper, and the making of such repairs or improvements will be performed as rapidly as may be practicable, and, if practicable, at such times as will cause the least inconvenience to the Customers.

In the event of a planned suspension of service for repairs or improvements where the Utility has complied with the notice provisions of this Section or the Customer otherwise receives actual notice, Utility shall not be liable for interruption or shortage or insufficiency of supply, or any loss or damage occasioned thereby.

3) Apportionment of Supply during Time of Shortage

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

4) Liability of the Utility for Shortage / Interruption

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

D. ELECTRIC SERVICE TARIFF COMPLIANCE

1) Unauthorized Use

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

2) Use of Service Detrimental to Other Customers

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

3) Fraud

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

4) Non-Compliance with the Utility's Tariffs

The Utility may discontinue service to a Customer in the event that the Customer fails to comply with any provision of these Tariffs after receiving written notice delivered to the Customer's billing address of Premises within sever (7) business days .The Utility may discontinue electric service at a Premise anytime with verbal communication only if a dangerous condition or a bona fide emergency is found to present immediate dangers to the occupants of the Premises.

5) Liability

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

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

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

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

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

6) Indemnification

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

4. APPLICATION FOR SERVICE

A. APPLICATION

1) General

a) A Utility application for electric service is required. Each Applicant for service may be required to sign an application form, either online or paper copy provided by the Utility. The application forms may vary depending upon the type of service requested by the Applicant. Applicants who are qualified for special rates and/or services may be required to complete additional forms and provide support document in accordance with the Utility's applicable Tariffs. Application form for electric service is available at www.islandenergy.com.

b) The application is a request for service, and it does not bind the Utility to serve except under its Tariffs and under reasonable conditions. The application does not bind the Applicant to take service for a longer period than the minimum requirement of the Utility's Tariffs. The service Tariffs constitute the terms and conditions of the agreement between the Utility and the Applicant for service rendered, unless otherwise agreed to in writing.

c) Pursuant to the Tariffs, the Utility may at its sole discretion assess the Applicant's ability to pay its electricity charges. Such assessment may include a credit check initiated by the Utility at the Applicant's expense, contact of commercial references, or other measures, as discussed and agreed between the Utility and Applicant.

2) Information Required on Application

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

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

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

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

3) Changes in Load or Operation

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

4) Joint and Several Liability for Service / Beneficial Use

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

5) False or Inaccurate Information

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

a) Information provided to the Utility on the application is false, incomplete, or inaccurate; or

b) The Applicant has applied for service under a fictitious name or under the name of another to avoid payment of any Utility bill; or,

c) The Applicant has requested service in his/her legal name to assist another in avoiding payment of any Utility bill; or,

d) The Applicant and/or other adults residing with the Applicant have received the benefit of service without paying for it and are attempting to change the name on the account to avoid payment of any Utility bill.

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

B. ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT

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

1) Establishment of Credit

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

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

b) Applicant makes a deposit with the Utility to secure the payment of any bills for service to be furnished by the Utility under the application as provided in Section 4.C.

c) Applicant has previously been a Customer of the Utility and has paid all bills for service for a period of 12 consecutive months immediately prior to the date when the Applicant for service previously ceased to take service from the Utility, provided such service occurred within two years from date of the new application for service.

2) Re-establishment of Credit

a) An Applicant who has been an electric Customer of the Utility and whose service has been discontinued for failure to pay their electric bills within the last 12 months of service may be required to re-establish their credit by making monthly utility payment by money order, cashier check or credit card. .

b) A Customer who fails to pay bills as provided in Section 4.D may be required to pay said bills and re-establish credit by making payment by money order, cashier check or credit card , , the amount provided for in Section 4.C.1.b . The requirement for the re-establishment of credit will apply regardless of service has been discontinued for such non-payment.

c) Where the financial condition of a Customer has changed so that the Customer represents a potential credit risk; or where the Utility has received information that a Customer has left another Utility's service territory with a bill that was unpaid Ninety (90) days or more after the billing date, the Customer may be required, as a condition of continued service, to re-establish credit pursuant to Section 4.C.1.b.

C. DEPOSITS

1) Amount of Deposit

a) Establishment of Credit

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

(i) Commercial

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

(ii) Residential

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

The Utility will have sole discretion in determining the deposit amount, provided that the amount does not impose a hardship.

b) Re-establishment of Credit

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

In addition, the Customer will be required to pay all amounts in arrears, all late payment fees, and a re-connection fee of $25.00 if service has been disconnected.

If service has been disconnected by any action other than the removal of a meter the reconnection fee shall be $250.00 instead of $25.00. These fees shall be doubled if reconnection is requested by the Customer during times outside of normal work hours.

c) Return of Deposit

The Customer's deposit will be applied to the Customer's bill after 12 months of good payment history, if all Utility bills are paid on time and in full for that period.

d) Retention of Deposit

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

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

D. RENDERING AND PAYMENT OF SERVICE BILLING

1) Rendering of Bills

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

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

2) Basis of Usage Used in Billings

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

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

be used, less the estimated consumption used to calculate the previously estimated bills.

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

3) Payment of Bills

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

4) Form of Bill Transfer

At the mutual option of the Customer and Utility, bills may be transferred to Customers electronically (EFT). Customers requesting this service may be required to provide electronic information on their application form for utility services . Either party may discontinue electronic transfers with a Thirty (30)-day written notice.

5) Late Payment Fee

a) Late Payment Fee for Residential and Commercial Accounts

For residential and commercial accounts, if full payment is not postmarked or received within twenty (20) days after being mailed to the Customer shall be subject to a late payment fee of $15.00 or 3 percent (3%) of the unpaid balance, whichever is greater.

b) Late Payment Fee for Municipal Accounts

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

c) Late Payment Fee for State Agencies

Where an account serves a state agency and payment is not received within 50 calendar days after the date of mailing of a bill, the late payment charge will be at a rate of one (1%) percent above the rate accrued on June 30th of the prior year by the Pooled Money Investment Account (PMIA), but not to exceed 15

percent, all as set forth in Government Code Section 926.17(b)(1). Such rate may be applied to and accrue on a state agency account only after fifty (50) calendar days from the date the bill was mailed. The State of California shall be responsible for notification to the Utility as to which accounts serve state agencies. The provision of the above paragraph shall apply only after such notification.

d) Late Payment Fee for Large Government Contractors

When a Customer derives majority of his/her revenue from contracts with agencies of the federal government and its aggregated monthly Utility bills are in excess of $25,000, the customer may apply to the Utility for designation as a large government contractor. Island Energy reserves the right to perform a full credit check prior to designating a customer as a large government contractor. For accounts held by large government contractors, if full payment not postmarked or received within fifty (50) Calendar days after the bill is mailed to the Customer shall be subject to a late payment fee of three percent (3%) of the unpaid balance of the original bill and shall be subject to the Discontinuation of Service provisions in the Utility's Tariff.

6) Returned Checks

Bills paid by a check that is returned due to insufficient funds or other bank issues shall be subject to Thirty Five ($35.00) returned check charge. This charge will be added to the Customer's bill for each occurrence.

7) Waiving of Minimum Bills

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

E. DISPUTES

1) Disputed Bill

a) When a Customer disputes or questions their bill, they must first file a request with the Utility in writing. If the Customer r believes they have been billed incorrectly, they will be required to provide the bills and a written statement supporting their belief that their bill is incorrect to:

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

b) To avoid having service turned off during the dispute the Customer must enclose payment for the full amount of the bill made out to Island Energy. If the Customer is unable to pay the amount in dispute, they must inform the Utility

verbally or in writing of their inability to pay. Utility service will remain on until the Utility completes its review of the Customer's bill. The Utility will review the basis of the amount billed and communicate the results of its review to the Customer within 10 working days of receipt of the Customer's statement of dispute.

c) If it is found that the Customer's bill was not overstated by more than 2%, the Customer's payment will be disbursed accordingly, and the Customer will be assessed for a Twenty-Five Dollar ($25.00) disputed bill charge during the next billing period.

d) If it was found that the Customer's bill was overstated by more than 2%, the Utility will bear the cost of the investigation, and the Customer's overpayment will be promptly refunded or credited to the next month's bill, per the Customer's choice.

2) Termination When Bill is Disputed

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

F. DISCONTINUANCE OF SERVICE

1) Customer's Request for Service Discontinuance

a) When a Customer desires to terminate their service, they shall submit a service termination form to the Utility at least two (2) business days before the specified termination date. A Customer may be held responsible for all service furnished at the Premises until the date of termination specified in the service termination form. The service termination form is available at www.islandenergy.com.

b) In the event that a Customer terminates service under any rate schedule and re-initiates service under the same, or any other, rate schedule at the same location within 12 months, there will be a reconnection charge equal to the minimum charge which would have been billed had the Customer not terminated service.

2) Non-Payment of Bills

a) A discontinuance of service notice for nonpayment of a delinquent account will be given in accordance with Section 5.A.2.

b) A Customer's service may be discontinued for non-payment of a bill for service provided at any location served by the Utility if that bill is not paid in accordance with these Tariffs.

c) If a Customer is receiving more than one service, any or all services may be discontinued when any service, regardless of location, is discontinued for non-payment.

d) Prior to terminating service for non-payment of bills to multiple occupancy residential buildings, mobile home parks, and single-family residences where occupant is a renter, all procedures as required by law will be followed.

e) The Utility will not terminate service to a Customer on any Saturday, Sunday, legal holiday, or at any time during which the business offices of the Utility are not accessible to the public. Service wrongfully terminated shall be restored without charge for the restoration of service, and a notification shall be mailed to the Customer at the billing address.

3) Unsafe Equipment

The Utility may discontinue service to a Customer when

a) The Utility determines, using commonly accepted industry standards including, but not limited to, those published by the National Fire Protection Association (NFPA), Institute of Electrical and Electronic Engineers (IEEE), and the National Electrical Manufacturers' Association (NEMA), that the Premises' wiring, or other electrical equipment, or the use of either, is unsafe, or;

b) Any governmental agency, authorized to enforce laws, ordinances, or regulations involving electrical facilities and/or the use of electricity, notifies the Utility in writing that the Customer's electrical facilities and/or use of electricity is unsafe or not in compliance with such laws, ordinance, or regulations.

4) Communications about Unsafe Equipment

a) At the time of denial or discontinuance of service as stated in Section 4.F.2, the Utility will:

b) Post a written notice, stating the reason for discontinuance and referring to this rule, at a conspicuous place at the Premises, or;

c) Deliver the written notice to the occupant of the Premises in person, and

d) Within 24 hours of service termination of service, send a copy of the written notice to the Customer at the billing address.

5) Restoration of Service

The Utility will not restore service until:

a) The Utility determines the Customer's electrical wiring or equipment, or the use of either, has been made safe, or

b) The Utility has received written notice from the appropriate governmental agency that the Premises meet applicable laws, ordinances or regulations. It is the Customer's responsibility to resolve any matter with the governmental agency.

6) Responsibility for Inspection

The Utility does not assume any responsibility for inspecting or repairing the Customer's wiring or other equipment or any part thereof and assumes no liability therefore.

5. NOTICES

A. NOTICES TO CUSTOMERS

1) General

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

2) Termination of Service Notice

a) Payment for monthly bills for service are due and payable upon receipt and will be considered late if full payment is not received by the Utility by the first day of the following month.

b) If full payment is not received prior to the date of the next bill, a Termination of Service Notice for nonpayment of a delinquent account will be included on the next monthly bill setting forth the date for termination as the first day of the following month.

c) A separate notice will be sent to the service address when the occupants are renters and not responsible for the Utility bill. Additional notice will include information on renter’s legal rights should Utility not receive payment.

d) When no payment has been received by the Utility prior to two days before the termination date set forth in subsection a. above a written final service termination notice shall be posted in a conspicuous place at the Premises at least forty-eight (48) hours prior to termination of service.

e) Prior to terminating service to Multiple Occupancy Residential Buildings and Mobile Home Parks, all procedures as required by law will be followed by the Utility.

f) The Utility reserves the right to report any delinquency of payment to any appropriate credit reporting agencies and potential new Utility providers.

3) Third-Party Notification

a) For residential Customers who are 65 years of age or older, or who are “dependent adults” as defined in section 15610.23 of the Welfare and Institutions Code (generally one who has physical or mental limitations that restrict his or her ability to carry out normal activities or to protect his or her rights), the Utility will attempt to notify a person designated by the Customer to receive notification when the Customer’s account is past due and subject to termination.

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

B. NOTICES FROM CUSTOMERS

1) Notices from a Customer to the Utility may be given by written communication mailed to the Utility's office, or physically delivered by the Customer, or the Customer's agent, at the Utility's office.

Any Customer may initiate a complaint or request an investigation concerning service or charges by delivering a written complaint or request setting forth all the facts necessary for the Utility to understand the nature of the complaint or request, including copies of any statements in issue.

6. ELECTRIC DISTRIBUTION SYSTEM PROJECTS

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

A. STANDARDS

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

B. OWNERSHIP

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

C. POINT OF CONNECTION

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

D. PRIVATE LINES

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

E. RIGHT OF WAY

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

If service facilities must cross property owned by a third party to serve the Applicant, it is Applicant's responsibility to obtain and transfer to the Utility appropriate rights-of-

way or easements, satisfactory to the Utility for the maintenance, repair and replacement of the new or relocated facilities, at no cost to the Utility.

F. ROUTE OF LINE

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

G. APPLICATIONS AND CONTRACTS; EXCEPTIONS

1) Each Applicant for a primary or secondary distribution line shall be required to submit to Utility an application defining the project along with a deposit in the sum of $250.00 payment is required to cover the cost of the application fee. Applicant shall execute a Customer Contract prior to the Utility approving and participating in the project.

2) In the event a project for a primary or secondary distribution line has an estimated overall cost of $20,000 or less, a Customer Contract may not be required provided:

   a) The Applicant signs a short form agreement which includes the obligation to maintain certain minimum insurance coverage and indemnify Utility against claims or losses caused by Applicant during the course of the project for which the application is submitted,

   b) The Utility is to conduct all of the work necessary for completion of the project, including the design and installation of all new facilities, and

   c) No transfer of title to facilities or easements is required.

3) Applicant and Utility may agree that Utility shall conduct all of the work necessary for completion of the project, including the design and installation of all new facilities.

4) If the Utility is to conduct all of the work as set forth under Section 6.G.2, Applicant shall remain responsible for all costs and expenses incurred by Utility. Further, Sections 6.H.2 through H.9 shall not apply.

H. APPLICANT RESPONSIBILITIES FOR NEW DISTRIBUTION FACILITIES

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

1) All necessary information to the Utility in order for the Utility to design the new, relocated or expanded facilities, including but not limited to improvement plans, grading plans, load information for the overall project to be served, site map, and preferred meter and other facility locations. Any item that requires approval of the City of Vallejo must be approved before any construction begins. Where Utility

agrees to allow Applicant to design the facilities, Applicant shall provide sufficient and accurate information to allow Utility to review and approve the design.

2) Coordination in joint trench planning and engineering with Qualified Personnel in conformance with Utility standards.
3) All necessary trenching, back filling, and other digging as required, subject to Utility inspection.
4) All substructures and conduits, subject to Utility inspection.
5) All poles and superstructures, subject to Utility inspection.
6) All wiring, cabling, switches, transformers, and other electrical equipment, all of which is to be installed by Qualified Personnel, and performed to the Utility's standards, and are to be subject to Utility inspection. The Applicant shall prepare the electrical connection to the Utility's facilities, but, will not make the final connection to the Utility's facilities.
7) All protective structures set forth in the Utility's standards, subject to Utility inspection.
8) All manufacturers' warranties commensurate with the Utility's standards, including a one-year warranty on all workmanship and normal operations on newly installed facilities.

   Qualified Personnel shall mean personnel who:

   (i) Are technically competent to perform the work;

   (ii) Have access to, and utilize the proper equipment to perform the work;

   (iii) Have demonstrated financial responsibility commensurate with the scope of the work to be performed;

   (iv) Have adequate insurance coverage, such as workers compensation, liability and property damage;

   (v) Furnish a surety bond for performance of the work if required;

   (vi) Are licensed in California for the work being performed;

   (vii) Are properly qualified for specific skill required including, but not limited to, the State of California High Voltage Safety Orders (Title 8, Chapter 4, Subchapter 5, Group 2); and

   (viii) Comply with applicable laws including, but not limited to, Equal Opportunity Regulations, OSHA, and EPA.

I. UTILITY RESPONSIBILITIES FOR NEW DISTRIBUTION FACILITIES

The Utility will, at Applicant's expense:

1) Specify the point, or points, on the Utility system from which Applicant will extend distribution lines.
2) Design the distribution facilities such that they conform to the standards of the Utility as well as all applicable federal, state and local codes and ordinances for

Utility installations (such as, but not limited to, the California Business and Professions Code). Where Utility agrees to allow Applicant to design the facilities, Utility shall review and approve the design submitted by Applicant.

3) Inspect facilities installed by Applicant.
4) Connect conductors to the Utility's facilities.
5) Make any necessary arrangements of the Utility's facilities to accommodate connection of Applicant's facilities.
6) Perform final testing prior to acceptance of the facilities.
7) Invoice Applicant on a monthly basis for all appropriate Utility costs incurred, as defined herein, as the project is worked on and completed, with a final invoice upon completion. If project is expected to be or a duration of sixty (60) days or less, Utility may choose to bill Applicant for all costs with a single final invoice upon completion.

J. DEDICATION OF FACILITIES

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

K. REIMBURSEMENT POLICY IN NEW COMMERCIAL DEVELOPMENT

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

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

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

1) Such reimbursements are subject to submission of approved Granting of Easement Applications, execution of a Customer Contract, Utility acceptance of the electrical systems, transfers of facilities to the Utility, dedication or grant of necessary easements to Utility and such other applicable terms and conditions set forth in these Tariffs.
2) Nothing herein is intended to provide for multiple reimbursements, and reimbursable amounts contributed to or advanced to an Applicant under conditions of any other rule will be reimbursed in accordance with the provisions of that rule only. There shall be no duplicating reimbursements under these Tariffs. If reimbursement is being sought under either Section 6.K or 14.D no reimbursement

can be provided hereunder. Reimbursements under the various sections are mutually exclusive.

3) When two (2) or more parties make joint contributions or advances on the same new electrical transmission and/or distribution system, reimbursements will be distributed to these parties in the same proportion as their individual contributions or advances bear to the total Eligible Expenses.

4) Any determination by the Utility as to what constitutes an Eligible Expense shall be final and binding on all Applicants. Any relocation or rearrangement of Utility's existing facilities, at the request of an Applicant, shall be at the Applicant's expense or reimbursable under Section 14D.

L. UTILITY EXPENSE; CONTRACT LABOR AND OVERHEAD

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

7. CUSTOMER SERVICE CONNECTIONS

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

A. STANDARDS

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

B. OWNERSHIP

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

C. PRIVATE LINES

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

D. RIGHT OF WAY

Where new installations of, or changes to, electric distribution lines or facilities result in the need to locate such new facilities outside of Utility's existing easements, Applicant shall, at its own cost, be responsible for conducting any engineering work or survey work necessary in order to provide Utility with a description of the new location suitable

for incorporation into a Grant of Easement or dedication of a PUE as part of a subdivision or other map, for the purpose of conveying to the Utility an adequate easement for the maintenance, repair and replacement of the new or relocated facilities.

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

E. TEMPORARY SERVICE

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

F. APPLICATIONS AND CONTRACTS; EXCEPTIONS

1) Each Applicant for a Customer connection shall be required to submit to the Utility for its consideration and approval an application defining the project along with a deposit in the sum of Two Hundred Fifty Dollars ($250.00), after which The Applicant shall execute a Customer Contract prior to the Utility approving and participating in the project.

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

2) In the event a project for a Customer connection has an estimated overall cost of $10,000.00 or less, a Customer Contract may not be required provided,

   a) The Applicant signs a short form agreement which includes the obligation to maintain certain minimum insurance coverage and indemnify Utility against claims or losses caused by Applicant during the course of the project for which the application is submitted,

   b) The Utility is to conduct all of the work necessary for completion of the project, including the design and installation of all new facilities, and

   c) No transfer of title to facilities or easements is required.

3) Applicant and Utility may agree that Utility shall conduct all the work necessary for completion of the project, including the design and installation of all new facilities.

4) If the Utility is to conduct all the work as set forth under Section 7.F.2 or F.3, Applicant shall remain responsible for all costs and expenses incurred by Utility. Further, Sections 7.I.2 through I.9 shall not apply.

G. OBLIGATION OF CUSTOMER TO PROVIDE ACCESS

1) The Applicant / Customer shall be responsible for providing the Utility with ready access to the Premises.

2) The Utility shall at all times have the right to enter and leave Applicant's / Customer's Premises for any purpose connected with the furnishing of electric service. The purposes include, but are not limited to, meter reading, inspection, testing, routine repairs, replacement, maintenance, emergency work, and the exercise of any and all rights secured to it by law, or under the Utility's Tariffs.

3) If the Utility determines that its access to Premises is impaired then the Applicant/Customer will at their expense either correct the access or clearance infractions or pay the Utility its costs to relocate the facility to a new location which is acceptable to the Utility. Applicant/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 calendar days of notification by the Utility can result in discontinuance of service.

H. CONNECTIONS TO UTILITY EQUIPMENT

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

I. APPLICANT RESPONSIBILITIES FOR SERVICE INSTALLATION

Applicant is responsible for providing and installing the following items at Applicant's expense by Qualified Personnel, conforming to the Utility's standards prior to the Utility connecting the Customer to the Utility's facilities:

1) All necessary information to the Utility in-order for the Utility to design the new, relocated or expanded facilities. Such information may include but is not limited to, improvement plans, grading plans, load information for the overall project to be served, site map, and preferred meter and other facility locations. Any item that requires approval of the City of Vallejo must be so approved before any construction begins.

2) Coordination in joint trench planning and engineering with Qualified Personnel in conformance with Utility standards.

3) All necessary trenching, back-filling, and other digging as required, subject to Utility inspection.

4) All substructures and conduits, subject to Utility inspection.

5) All poles and superstructures, subject to Utility inspection.

6) All wiring, cabling, switches, transformers, meter bases and other electrical equipment required to complete the connection of the Applicant's facilities to the Utility's distribution system, subject to Utility inspection. The Applicant shall prepare the electrical connection to the Utility's facilities but will not make the final connection to the Utility's facilities.

7) All protective structures set forth in the Utility's standards, subject to Utility inspection.

8) All manufacturers' warranties commensurate with the Utility's standards, including a one-year warranty on all workmanship and normal operations on newly installed facilities.

9) Provide the Utility with evidence that all required local government inspections have been satisfactorily cleared before requesting connection.

J. UTILITY RESPONSIBILITIES FOR SERVICE INSTALLATION

The Utility will, at Applicant's / Customer's expense:

1) Determine the point on the Utility's system at which the connection will be made.

2) Design the distribution facilities such that they conform to the standards of the Utility as well as all applicable federal, state and local codes and ordinances for Utility installations (such as, but not limited to the California Business and Professions Code).

3) Inspect facilities installed by Applicant / Customer.

4) Connect conductors to the Utility's facilities.

5) Make all necessary arrangements for the Utility's facilities to accommodate connection of Applicant's facilities.

6) Invoice Applicant on a monthly basis for all Utility costs incurred as the project is worked on and completed. All invoices shall include a detailed breakdown for the costs incurred.

K. DEDICATION OF FACILITIES

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

L. METERING FACILITIES

1) General

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

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

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

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

2) Number of Meters

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

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

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

3) Master Metering

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

4) Multiple Occupancies

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

M. REQUIRED CONNECTION EQUIPMENT

The Applicant, or Customer, shall, at their sole liability, risk and expense, is 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 is not the responsibility of the Utility but are required for the Applicant or Customer to receive service. Such equipment shall include but not be limited to termination equipment, conduits, conductors and all equipment within all buildings, connectors, meter bases and sockets, relays, meter and instrument transformer housing, service switches, circuit breakers, fuses, wire ways, metered conductors, machinery and apparatus of any kind or character.

N. COORDINATION

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

O. LIABILITY

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

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

P. FACILITY TAMPERING

The Applicant or Customer shall provide a suitable means acceptable to the Utility for placing the Utility's seals on meter rings and covers of service enclosures and instrument enclosures that protect unmetered and energized conductors. Only Utility authorized employees shall be authorized to break such seals once installed. However, in an emergency the Utility may allow a public authority or other appropriate party to break the seal.

Any unauthorized tampering with Utility seals or connection of Applicant or Customer owned facilities to unmetered conductors is prohibited and is subject to discontinuance of service and a fine of a hundred thirty-five dollar ($135.00) for facility tampering..

Q. BUILDING CODE REQUIREMENTS

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

R. REASONABLE CARE

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

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

S. GOVERNMENT INSPECTION

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

T. DAMAGED FACILITIES

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

U. RELOCATIONS AND REARRANGEMENTS

The Customer shall be responsible for the costs incurred by the Utility for any relocation or rearrangement of Utility equipment that is the result of any work conducted, or caused to be conducted by the Customer within the Utility's service territory. Any change to the Utility's system required under this section will be subject to the application and construction process described in Section 6 as applicable.

V. LOAD INCREASES

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

W. UTILITY EXPENSE; CONTRACT LABOR AND OVERHEAD

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

8. NON-STANDARD / SPECIAL UTILITY FACILITIES

A. GENERAL

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

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

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

B. CUSTOMER STATUS

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

C. UTILITY LIMITATIONS

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

D. BASIS OF COST

The Applicant is required to execute a contract with the Utility for installation and/or maintenance of Special Facilities. In addition to providing for the payment of charges as determined under Rate Schedule CPS, the contract will provide for the following:

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

An up-front payment for the estimated cost of equipment and materials that need to be purchased for these special facilities.

E. PAYMENT SCHEDULE

At the mutual agreement of the Utility and the Customer, a contract may be entered into that will provide charges and fees established by to Rate Schedule CPS. .

F. CONTRACT RESPONSIBILITIES

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

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

G. OWNERSHIP OF EQUIPMENT

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

H. TERMINATION PROVISIONS

The Applicant may terminate a Special Facility contract upon thirty (30)-day notice to Utility unless otherwise specified in the contract between the Customer and the Utility.

9. METER TESTS AND ADJUSTMENTS OF BILLS

A. GENERAL

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

B. METER TESTS

Any Customer may, upon not less than 15 business days' notice, require the Utility to test the accuracy of any meter through which service is provided to the Customer. If the meter test finds that the meter in question is operating accurately, the Customer shall be charged for a meter test fee of $55.00 once the result is concluded and the result is provided to the customer. .

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

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

C. ADJUSTMENT OF BILLS FOR METER ERROR

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

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

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

D. ADJUSTMENT OF BILLS FOR BILLING ERROR

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

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

E. ADJUSTMENT OF BILLS FOR UNAUTHORIZED USE

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

Where the Utility determines that there has been unauthorized use of electric service, the Utility may bill the Customer for the Utility’s estimate of such unauthorized use. Such estimated billing shall indicate unauthorized use for the most recent three (3)-years, plus a minimal fine of $135.00 for unauthorized uses of the Utility’s facilities.

F. LIMITATION ON ADJUSTMENT OF BILLS FOR ENERGY USE

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

G. INTEREST ON BILLS FOR UNAUTHORIZED USE

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

H. RECOVERY OF ASSOCIATED COSTS FOR UNAUTHORIZED USE

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

10. SUPPLY TO SEPARATE PREMISES AND RESALE

A. SEPARATE METERING

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

B. MARINAS AND SMALL CRAFT HARBORS

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

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

C. OTHER USES AND PREMISES

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

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

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

11. SPECIAL SERVICES AT CUSTOMER’S REQUEST

A. SPECIAL SERVICES AT CUSTOMER’S REQUEST

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

1) A Customer may request information from the utility, such as meter data, usage reports or copies of previous billings. The fee for copies of previous billings is $25.00 plus $0.10 per page.

2) For analysis of electrical demand and consumption profile, The fee for investigation of customer meter data, usage analysis and reporting, depends on the time needed and the extensiveness of the investigation, customers who requested for such services should be charged in accordance with rate schedule MISC, , but each investigation should not exceed a hundred dollars ($100.00) for residential and Five Hundred dollars ($500.00) for commercial per investigation. The $55.00 meter test fee my apply as well if applicable.

12. DEPARTING LOAD – INVESTMENT RECOVERY CHARGES

A. GENERAL

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

B. PURPOSE

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

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

C. IRC COMPONENT DEFINITIONS

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

1) Outstanding Power Purchase Costs ("OPPC")

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

[1] Negative values shall not be taken into consideration.

and that extended beyond the last day of service to the Departing Load Customer ("Departure Date").

2) Capital Improvement Debt ("CID")

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

3) Operational Financial Assistance ("OFA")

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

4) Public Benefits Program ("PBP")

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

D. DEPARTING LOAD AGREEMENT

Departing Load Customers shall sign a Departing Load Agreement with the Utility at least fifteen (15)business days before the Date of Departure. The Utility shall provide the Departing Load Agreement to the Customer after the receipt of the Notice of Departure. Whether a Departing Load Customer signs the Departing Load Agreement or not, such Customer will be deemed to have agreed to the terms of the Departing Load Agreement and terms stated in this Tariff by taking retail service from the Utility on or after August 2nd. 2008.

E. NEW OCCUPANCY IN DEPARTING LOAD PREMISES

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

F. DEPARTING LOAD METER DATA

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

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

1) If metered consumption is not available, then the Departing Load Customer's monthly consumption estimates will be based on the Customer's historical load by one of the following methods:
2) For Departing Load Customers with a load history less than 12 months prior to receipt by the Utility of the Notice of Departure, the average of previous usage history will be used to project future consumption.
3) For Departing Load Customers with a minimal 12-month load history, the average of the 12-month period prior to the receipt by the Utility of the Notice of Departure will be used to project future consumption.
4) For Departing Load Customers with 36 months or more of usage history, the average 12-month energy usage, with such average measured over the prior 36 months of usage, will be used to project future consumption.
5) In the event the 12-month average usage differs from the 36-month average usage by more than 25%, the 36-month average will be used unless there is sufficient evidence to demonstrate that the 12-month usage is more indicative of the Customer's future electric usage, and then the 12-month average will be used to project the Customer's future electric requirement.

G. INVESTMENT RECOVERY CHARGES CALCULATION

1) Outstanding Power Purchase Costs

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

2) Capital Improvement Debt

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

3) Operational Financial Assistance

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

4) Public Benefits Programs

The collection of PBP Fee from Island Energy's Customers is a state requirement. The current rate is 2.85% of Island Energy's total electric revenue. The Public Benefit Program charge per KWh is calculated based on the Utility's annual forecasted sales and revenue requirement.

5) Total Investment Recovery Charge

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

H. PAYMENTS AND COLLECTIONS

1) Payments

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

2) Procedures for Implementation

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

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

a) The date on which the Customer will reduce or discontinue its electric service ("Date of Departure");

b) A description of the load that will be displaced;

c) The name of the other Utility or source from which the Departing Load Customer will acquire its electricity; and

d) The Departing Load Customer should choose whether they will provide metered consumption data to the Utility on a monthly basis or their average monthly consumption will be determined by the stated billing determinants as described in Section F. At the Departing Load Customer's election, metered data can be used on a prospective basis.

I. DISPUTES / OPPORTUNITY TO CURE

1) Opportunity to Cure

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

a) If the breach was a failure to provide a written Notice of Departure to the Utility Thirty (30) business days in advance, the Departing Load Customer is subject to a five hundred dollars ($500.00) fine and will be required to pay a deposit equal to two monthly IRC payments.

b) If the breach was a failure to pay two consecutive monthly IRC payments, to cure the breach the Customer must pay all delinquent monthly IRC payments plus a deposit equal to two monthly IRC payments.

c) The Utility will apply the deposit to the Customer's outstanding IRC balance and refund any remaining balance when the Departing Load Customer's obligation to the Utility expires.

2) Demand for Lump Sum IRC Payment

If the Customer does not cure the breach and pay the deposit as described in Section 7.I.3 the Utility may issue a demand for a Lump Sum Payment of the unpaid IRC responsibility.

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

3) Enforceability

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

4) Dispute Resolution

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

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

A date for the hearing on the appeal will be calendared within fifteen (15) business days following the date of receipt of the Notice of Appeal. The date of the hearing shall be no later than forty-five (45) business days from the date of receipt of the Notice of Appeal. Any determination by the Board shall be final.

13. SPECIAL PROGRAMS

A. CALIFORNIA PUBLIC BENEFITS PROGRAM

1) General

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

a. Cost-effective demand-side management to promote energy efficiency and energy conservation
b. New Investments in renewable energy resources
c. Research and development to advance science or technology not adequately provided for in markets
d. Services for low-income customers, including, but not limited to, rate discounts and energy efficiency.

2) Island Energy Public Benefits Fund Programs

The Pittsburg City Council, acting as the Governing Board of the Utility by resolution No. 07-177, has approved the establishment of Island Energy Public Benefits Fund on December 1, 2007. The requirement of Public Benefits Program is 2.85% of Island Energy's total electric revenue requirement.

The Public Benefits Fund charge shall appear as a separate line item on the Utility bills. The charge is collected based on kilowatt-hour usage from all Customers receive electric services from Island Energy. The Governing Board of the Utility has discretion in the design and expenditure of its Public Benefits Fund Programs that reflects the Utility needs as long as the programs align within the four statutory categories listed in 13A1(a)-13A1(d). .

The Island Energy Public Benefits Funds will be used to support the following programs:

a) Residential Energy Advisory Services Program

Island Energy provides free on-site residential energy audit services on how to conserve energy and improve energy efficiency.

b) Residential Lighting Program

Island Energy promotes high efficiency by providing compact LED light bulbs to residential and commercial customers in order to increase the utilization of high

efficiency lighting products. Island Energy will provide up to five (5) LED light bulbs per Customer per year on first come first serve basis.

c) Appliance Efficiency Program

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

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

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

Dishwasher	$50
Clothes Washer	$75
Refrigerator	$50
Room Air Conditioner	$50
Nest Learning Thermostat	$50

d) Commercial Energy Efficiency Rebate Program

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

(i) The Applicant must be able to demonstrate that recently installed improvements or planned improvements, for which it seeks contribution to the expense of the improvements, will result in a reduction in the use of energy by at least 10%.

(ii) The application must be accompanied by

(iii) a) copies of any executed contract with a contractor who is going to install the energy efficiency improvement measures,

(iv) b) copies of any reports demonstrating the actual or, in the event the improvements have not yet been installed, anticipated energy savings,

(v) c) invoices for qualified energy efficiency products purchased and installed, or to be installed, and,

d) any other supporting documents.

(vi) A Utility representative may call to schedule a physical inspection of the planned or installed improvements or request further information in order to evaluate if and to what extent the improvements may qualify for reimbursement under this program.

(vii) Funds originally earmarked under one application will be made available to other customers if the Applicant fails to submit all required supporting documents and install the proposed energy efficiency improvements within the required time period.

(viii) After installation and a three (3)-month window allowing the Utility to collect electric consumption data from the service location which successfully demonstrates the requisite energy reduction, the Utility will make the appropriate reimbursement. The Utility has sole discretion to determine the applicable rebate and program eligibility and its determination shall be final in all cases.

(ix) Reimbursement is subject to Funds available under the Public Benefits Fund Program and will be made available in the order in which all applications are received. The total rebate amount shall not exceed $10,000 for any single application per Premises.

(x) Currently there are catalogs providing specific information on requirements and rebates for the following three types improvements:

- Lighting Fixture Retrofit

e) Residential Low-Income Assistance Program

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

To obtain the benefit under this program the total household income for any Applicant shall not exceed those amounts shown on the table below for the corresponding number of persons residing in the household. Eligible Applicants will receive a 20% discount of utility charges on their monthly utility bills.

If a Customer's financial situation has changed and no longer fulfill the low-income eligibility criteria, the Customer must notify the Utility within thirty (30) days after the change occurs. Each Customer receiving the reduced rate under this Program must reapply for eligibility at least once a year on or before the

anniversary date of the first bill received showing a discount under this Program. In addition, the Utility may request an updated verification of household income at its discretion.

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

The Low-Income Assistance Program adopts the Income Qualifications for Housing and Urban Department Rental Assistance in Solano County.

Number of Persons in Household:	Maximum Annual Household Income:
1	$64,100
2	$70,510
3	$77,561
4	$83,220

3) New Investment in Renewable Energy Resources and Technologies

The Public Benefits fund can provide funding for the construction and installation of Utility owned renewable generation within the Utility's service area to provide renewable energy generation to serve customers on Mare Island.

4) Other Authorized Public Benefits Fund Expenditures

The Public Benefits Fund allows the Utility to recuperate 3rd party expenses in researching and developing advance science and technology in demand-side management, energy conservation tracking, energy efficiency cost effectiveness evaluation, battery energy system cost benefit analysis and regional grid optimization study.

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

5) Electric Vehicle Incentive

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

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

   The Utility will provide a rebate up to $600.00 to cover the actual out-of-pocket costs, including EV Charger purchase cost (minus rebates from manufacture and other government agencies), including the installation and permit costs.

b) To be eligible for the program, customers must fill out the EV Charger Rebate Application and submit the application along with all supporting documentation to Island Energy via mail or email.

c) Applicant must present documentations to show that they own a plug-in electric vehicle or vehicle hybrid with an electric range in excess of 30 miles per charge. Documentation is required at time of initial application for the program and must be provided between July 1st and July 31st of every subsequent year.

d) Applicant is responsible for obtaining all required permits from the City of Vallejo.

e) The incentive offer is on a first-come, first served basis and is effective until Funding is expended, or the program is discontinued.

B. RESIDENTIAL MEDICAL DISCOUNT PROGRAM

1) General

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

2) Life Support Devices

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

3) Qualification Requirements

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

4) Program Discount.

Program subscriber will receive a 20% discount of utility charges on their monthly utility bills. See "Rate Schedule M: Medical Residential Electrical Service Discount".

5) Backup Generation Rebate

Assuming Applicant meets the terms and conditions of Article B.3 above, Island Energy will provide a cash rebate of $250.00 to Applicant for the purchase of a back-up generation system.

a) Island Energy makes no recommendation or representation as to the type, size or installation of such a system. Purchase, installation and operation is the responsibility of the Applicant.

b) A permanent backup generation system will require City of Vallejo permitting and inspection, and an interconnection inspection by Island Energy

c) SAFETY: Any portable generator MUST be operated outdoors in a non-enclosed, well ventilated area. NEVER operate a portable generator in the home, garage or other enclosed space.

6) Customers Responsibility.

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

C. SOLAR INCENTIVE PROGRAM

Island Energy has successful met its obligations under Senate Bill 1. New Federal and State programs to be implemented in 2020 will replace the provisions granted under Senate Bill 1. As such, Island Energy will discontinue the Solar Installation rebate under the Solar Incentive Program under this Tariff.

Those intending to install solar systems must still obtain an Application for the installation of the system and have an inspection performed prior to operation.

1) Program General Guidelines

a) All photovoltaic ("PV") solar systems installed within the Utility's service area on Mare Island must be installed in conformance with the manufacturer's specifications and in compliance with the Utility's engineering criteria for interconnection to the Utility's electric distribution system and all applicable electrical and building code standards.

b) The solar energy system should be located on the same Premises where the consumer's electricity demand is located. A customer cannot interconnect a solar-electric system to Island Energy's distribution system without an approved application and an executed an Interconnection Agreement.

c) All components in the solar energy system must be new and unused and have not previously been placed in service in any location and for any other application. All solar energy system must have a minimum 10-year warranty to protect against defects and undue degradation of electrical generation output.

d) Eligible solar technologies must primarily generate electricity. "PV" refers to flat-plate non-concentrating photovoltaic modules, and "other solar electric generating technologies" refers to all solar electric generating technologies except flat-plate non-concentrating photovoltaic modules.

e) All major solar energy system components shall be included on the Energy Commission's Eligible Equipment Lists. This includes PV modules, other solar electric generating technologies, inverters, and meters. Information on solar energy system components can be found at http://www.GoSolarCalifornia.org.

2) Program Participants

   a) Host Customer

   b) The Host Customer is the owner or tenant of the Premises where the PV solar system will be installed. The Host customer must have a valid Utility account with Island Energy at the time the application is submitted.

   c) System Owner

   d) The System Owner is the owner of the PV solar system at the time the incentive is paid. In the case of third party-owned (or leased) system, the third party is the system owner.

   e) Program Applicant

   f) The applicant is the primary contact for the Solar Incentive Program application process, the system owner remains the legal party to the PV solar system during the life span of the system unless the Host Customer elects to purchase the PV solar system for its residual value during the life time of the system.

3) System Installer

   a) All eligible PV solar systems shall be installed by individuals with a current A, B, C-10, or C-46 contractor license. Roofing contractors with a current C-39 license may place PV panels in accordance with the limitations of their license; however, electrical connections cannot be made by a roofing contractor. Installation by certified installers is encouraged, though not required. Systems may be self-installed by the purchaser.

   b) The Utility will conduct system inspection visit in order to verify that the system is installed as represented in program applications, are operational, interconnected and conform to all Utility criteria.

   c) The Utility reserves the right to disqualify installers from future program participation for failed inspections due to gross negligence, fraud, or uncorrected mechanical failures.

4) System Sizing

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

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

6) Ownership of Environmental Attributes

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

7) Net Energy Metering Program and Exported Renewable Energy Program

Before July 1, 2016, the total rated solar generating capacity installed by Eligible Customer-generators exceeded the 5% threshold of the Utility's aggregate customer peak demand Net Energy Metering Program.

Customers who currently subscribed for the Net Energy Metering Program will retain benefits of the NEM program until the expiration of their 20-year enrollment period, from their original interconnection date.

Customers who move into premises with a system previously been approved for the Net Energy Metering Program will retain benefits offered by the NEM program for the reminder of enrollment period, from the system's original interconnection date. Increase in the generating capacity of systems subscribed to the Net Energy Metering program is not permitted.

Starting from July 1, 2016, new solar customers will be placed under the Exported Renewable Energy Program. For program details please refer to Rate Schedule ERE.

The billing mechanism of the ERE program is explained below.

The Utility employs bi-directional meters to register "kWh Consumed" for energy delivered to a ERE customer and such energy is charged at residential retail rate; bi-direction are also used to register "kWh Generated" for excess energy delivered to the Utility's distribution grid from a customer's generator, such energy is credited to at the Net Energy Surplus Rate to a ERE customer. The "kWh Consumed" and "kWh Generated" registers are used to calculate charges and credits on ERE customers' monthly bill.

8) Solar System Sizing and Application Process

a) Obtain a Solar PV Rebate Application Form and an Interconnection and Exported Renewable Energy Agreement. Fill out the application form and submit it to the Utility with the required support documents via internet, mail or office drop-off. The Utility will process all completed applications within thirty (30) days.

b) The interconnection application fee(s) should be proportionate to the costs incurred by the Utility's staff to review the interconnection application including

solar system sizing, engineering design, utility inspection and final meter turn on.

- $200.00 for residential installation
- $500.00 for solar installation up to 50 kilowatts (kW), and
- $1,000.00 for installations greater than 50 kW

c) Upon receiving approval from the Utility, the Customer must sign the Interconnection Agreement to participate in Island Energy's Solar Incentive Program and Exported Renewable Energy Program.

d) Receive a building permit from the City of Vallejo. It is recommended to get application approval from the Utility before obtaining a building permit.

e) After receiving the building permit, the Customer should begin the installation process within a hundred eighty (180) days of receiving the Utility's approval or the application will expire.

f) Upon completion of the installation, obtain a building safety inspection from the Building Department of the City of Vallejo.

g) The Utility will be notified by the Building Department of Vallejo, and the Utility will perform a Utility inspection and replace the regular meter with a bi-directional meter. Once the bidirectional meter is installed, your solar system is interconnected to the Utility's grid.

9) Application Attachments

a) Recent Utility bill showing electric usage of the service location,

b) Purchase order, contract or lease for the PV system installation, showing equipment size and proof of the 10-year warranty.

c) A shading analysis, if not a minimally shaded area,

d) Energy Audit Report for commercial customers (not required for residential customers).

10) Non-bypassable Charges

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

These charges may include all or some of the following:

(i) The Public Benefits Program (Section 14.A – California Public Benefits Program),

(ii) Outstanding Power Purchase Costs ("OPPC"),

(iii) Capital Improvement Debt ("CID") (Repayment of loans for capital improvements made necessary as a result of the aging electrical system), and

(iv) Operational Financial Assistance (“OFA”) (Repayment of loans made necessary during periods where there are shortfalls in cash flow necessary to meet current obligations in between rate adjustments), and they can either appear as a line item on the monthly bill to all Customers or as a debt to be repaid as part of the yearly rate case.

D. RELOCATION FUND

1) General

As part of the ongoing efforts to redevelop Mare Island, a facility Relocation Fund ("Relocation Fund" or "Fund") is established to provide financial assistance to the City of Vallejo ("City") or a Qualified Developer (as defined herein) for use in the relocation or re-working of electric and gas Utility facilities in conjunction with City's redevelopment activities on Mare Island.

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

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

2) Contributions to the Fund; Maximum Balance

a) The Utility will commence regular contributions to the Relocation Fund by the collection of two percent (2%) of the gross annual receipts from the sale of electricity and gas by the Utility.

b) The Relocation Fund shall have a maximum balance of Three Hundred Fifty Thousand Dollars ($350,000) at any one time. Contributions to the Relocation Fund shall continue on an ongoing basis until the maximum balance is attained. At such time the maximum balance is attained, all collections for this Fund and contributions by the Utility shall cease.

c) If a withdrawal causes the balance in the Relocation Fund to drop below the maximum balance herein established, Utility shall once again commence making contributions under these same terms beginning on the month following the month during which the Relocation Fund was so reduced.

d) The Relocation Fund shall not be increased by receipt of interest on its balance at any time. Any interest earned on the principal balance shall be directed into Utility's operational account for general purpose use. There shall be no monetary obligation by the Utility under this Section beyond the balance contained in the Relocation Fund.

3) Withdrawal from the Fund

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

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

Relocation Fund is limited to the balance of the Relocation Fund as determined hereunder.

4) Process for Withdrawal

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

a) The City or Qualified Developer may request Relocation Funds in support of the relocation of electric and/or gas distribution facilities owned by the Utility on a specific project-by-project basis.

b) Such request shall be tendered to the Utility in writing, indicating the specific project, and the amount requested, the time frame during which relocation activities should be completed, and any other information or data pertaining to the project which is required by the Utility to meet both the Funding and relocation requirements associated with the project.

c) The City and the Utility shall work together to develop a form of request satisfactory to meet the needs of the City, any Qualified Developer and the Utility.

d) The City and the Utility shall endeavor to communicate on an ongoing basis so that any projects might be foreseen and may be approached as efficiently as possible.

e) The City or any single Qualified Developer shall not be entitled to a withdrawal of more than fifty percent (50%) of the Relocation Fund balance as it exists on the date and at the time of the submittal of the application under this section, after having deducted all amounts which are the subject of prior applications under consideration.

f) In the event a prior application is denied prior to a final determination on the later application, the Funds available to the later applicant shall be recalculated as if the prior application had not been made. Prior to payment hereunder, the City or a Qualified Developer must:

(i) Have submitted a project application,

(ii) Paid the application fee,

(iii) Enter into a Customer Contract with Utility,

(iv) Completed the project in compliance with all the terms of its agreements with Utility and,

(v) be in compliance with these Tariffs. Any failure to comply with the requirements of this Section shall result in the restoration of the Funds earmarked for the Qualified Developer to the Relocation Fund. The application for a withdrawal from the Relocation Fund will be processed in the order in which the applications are submitted.

g) In the event the City or a Qualified Developer otherwise meets all of the criteria set forth in this Section and the Executive Director has agreed to Fund in whole

or in part the relocation project, such Applicant may request to have the Utility carry out the relocation project.

h) The Utility, if it accepts responsibility for the design and construction of the relocation project, shall charge the Relocation Fund for all engineering, design, construction, labor, equipment and other costs and expenses, to the extent Relocation Funds have been approved for use on the relocation project.

i) Any costs above and beyond the Funds available hereunder shall be the sole responsibility of the Applicant. For a relocation project with estimated cost of $10,000.00, or less the Utility's General Manager shall have sole discretion to decide whether the Utility will take on the project or not. For relocation projects with an estimated cost of over $10,000.00, the Executive Director of Pittsburg Power Company ("PPC") shall have sole discretion to decide whether the Utility will assume the project or not.

j) The Executive Director shall review each request for withdrawal from the Relocation Fund for all projects with an estimated cost of more than $10,000.00, and shall, at the Executive Director's sole discretion, decide to Fund or not to Fund all or part of the requested relocation project out of the Relocation Fund.

k) The Executive Director's decision will be based on the finding of whether the project is viable and can be completed successfully, is consistent with the Reuse Plan, as amended from time to time, and is consistent with the conditions of this Section. For all projects with an estimated cost of $10,000.00 or less, the General Manager shall be responsible for the review and determination whether to approve the application, and in making such determination shall exercise the same discretion as that exercised by the Executive Director on projects with an estimated cost of more than $10,000.00.

l) For projects with an estimated cost of more than $10,000.00, a City or Qualified Developer who is not satisfied with the decision of the Executive Director, has recourse by appeal to the full PPC Board of Directors ("Board"). In which event the City or Qualified Developer shall, within ten (10) days of the mailing of the Executive Director's written decision, submit a written appeal containing all arguments in favor of the use of Relocation Funds for project, along with any relevant exhibits demonstrating compliance with the conditions of this Section to the Board.

m) The Board will thereafter consider the appeal in a timely manner at a regular noticed meeting and its decision shall be final. For projects with an estimated cost of $10,000.00 or less, the decision not to approve the use of Funds from the Relocation Fund will, at the request of the Applicant, be reviewed by the Executive Director, who's determination shall be final.

n) The amount of Funding available to the City or Qualified Developer under this procedure is strictly limited to the amount determined under Section 14.D.2, above.

o) All Funds held in and distributed from the Relocation Fund are public Funds within the meaning set forth in California Labor Code sections 1720, et seq.,

and may or may not be subject to the prevailing wage laws contained therein. The City or Qualified Developer shall indemnify the Utility and PPC against any and all claims regarding any failure to pay prevailing wages.

p) Limited Obligation

q) Other than as set forth in this Section and in Sections 6.K and 6.L, the Utility shall incur no other obligation to Fund the Utility facility expenses incurred by the City or any developer.

r) Termination:

s) The Relocation Fund shall terminate at the earlier of the following dates:

   (i) The date on which those Qualified Developers having charge of redevelopment pursuant to the Reuse Plan, as amended from time to time, have completed their work or,

   (ii) February 1, 2025.

SHEET NO. 26-27-CES-1
CANCELING SHEET NO. 25-26-CES-1

Rate Schedule CES-1

METERED SMALL COMMERCIAL ELECTRICAL SERVICE

APPLICABILITY

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

RATES:

Service Type

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

Basic Service Fee, per meter per day $0.44772

Energy Charge, per kWh $0.33909

Primary Voltage (12,000 volts)

Basic Service Fee, per meter per day $0.46638

Energy Charge, per kWh $0.31930

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

SPECIAL CONDITIONS:

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

Rate Schedule CES-2

METERED INDUSTRIAL / COMMERCIAL ELECTRICAL SERVICE

APPLICABILITY

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

RATES:

Service Type

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

Basic Service Fee, per meter per day $6.64181

Energy Charge, per kWh $0.31569

Primary Voltage (12,000 volts)

Basic Service Fee, per meter per day…. $18.0818

Energy Charge, per kWh $0.29990

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

SPECIAL CONDITIONS:

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

Rate Schedule CES-3

METERED LARGE INDUSTRIAL / COMMERCIAL ELECTRICAL SERVICE

APPLICABILITY

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

RATES:

Service Type

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

Basic Service Fee, per meter per day $27.76962

Energy Charge, per kWh……..$0.28455

Primary Voltage (12,000 volts)

Basic Service Fee, per meter per day…….$38.95849

Energy Charge, per kWh…….$0.27959

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

SPECIAL CONDITIONS:

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

Rate Schedule CES-4

METERED VERY LARGE INDUSTRIAL / COMMERCIAL ELECTRICAL SERVICE

APPLICABILITY

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

RATES:

Service Type

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

Basic Service Fee, per meter per day $55.81972

Energy Charge, per kWh……..$0.25278

Primary Voltage (12,000 volts)

Basic Service Fee, per meter per day $69.77542

Energy Charge, per kWh…….$0.239899

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

SPECIAL CONDITIONS:

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

Rate Schedule RES-1

METERED RESIDENTIAL ELECTRICAL SERVICE

APPLICABILITY

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

RATES:

Basic Service Fee, per meter per day $0.44129

Monthly Electricity Usage <=4,500kWh

Energy Usage Charge, all kWh, $/kWh……$0.29072

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

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

SPECIAL CONDITIONS:

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

Rate Schedule RES-2

METERED RESIDENTIAL
ELECTRICAL SERVICE (OVER 4,500KWH)

APPLICABILITY

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

RATES:

Monthly Electricity Usage > 4,500kWh

Basic Service Fee, per meter per day $0.67581

Energy Usage Charge, all kWh, $/kWh..... $0.49563

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

SPECIAL CONDITIONS:

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

Rate Schedule LS

LIGHTING SERVICE

APPLICABILITY

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

RATES:

The total monthly charge per lamp is equal to the sum of the facility charge and the energy charge:

Facility Charge Rate, per lamp per month $0.31874

Energy Charge Rate, per kWh $0.25772

Monthly energy charges per lamp are calculated using the following formula:

(Lamp-wattage + Ballast-wattage) x 4100/12/1000 x Energy-rate
Where: Ballast-wattage = Lamp-wattage x ballast-factor

Ballast Factors by Lamp Type and Wattage Range:

Watt Range	Ballast Factor
INCANDESCENT	
0 to 200	0.00%
MERCURY VAPOR	
1 to 75	31.00%
76 to 125	17.07%
126 to 325	13.69%
326 to 800	11.22%
801 +	10.34%

Watt Range	Ballast Factor
LIGHT EMITTING DIODES	
0 to 50	0.00%
HIGH PRESSURE SODIUM VAPOR (120 VOLT)	
1 to 40	25.44%
41 to 60	22.93%
61 to 85	21.25%
86 to 125	20.00%
126 +	17.07%

Rate Schedule LS

LIGHTING SERVICE (CONT.)

METAL HALIDE

1	to	85	25.44%
86	to	200	24.39%
201	to	375	22.93%
376	to	700	18.54%
701	+		13.27%

LOW PRESSURE SODIUM VAPOR

1	to	40	75.61%
41	to	75	54.32%
76	to	110	46.34%
111	to	160	34.42%
161	+		26.83%

HIGH PRESSURE SODIUM VAPOR (240 VOLT)

1	to	60	40.49%
61	to	85	42.16%
86	to	125	37.56%
126	to	175	34.63%
176	to	225	18.54%
226	to	280	17.07%
281	to	380	14.35%
381	+		12.68%

INDUCTION

0	to	200	3.45%

SPECIAL CONDITIONS

1. Type of Service: Service under this rate schedule will normally be provided only to multiple lighting systems that are supplied by the utility at a standard secondary voltage of 120 volts or 240 volts single-phase.
2. Photo Controls: This schedule is predicated on electronic type photo controls meeting ANSI standard C136.10, with a turn-on value of 1.0 foot-candles and a turn-off value of 1.5 foot-candles. Electro-mechanical or thermal type photo controls are not acceptable for this rate schedule.
3. Annual Operating Schedules: The rates under this schedule assume 4100 operating hours per year (approximately 11 hours per night), and apply to lights which will turn on and off once each night.
4. Light or Pole Numbering: Pole number sequencing and coding for single lights or multiple lights on a single pole shall be provided by the Customer in a format acceptable to the utility. The Customer shall provide physical numbering on lights or poles in order to facilitate accurate billing and inventory reporting prior to energizing facilities. Numbering must be legible from the ground.
5. Lighting Inventories: The Customer shall submit an initial inventory of the location, type and wattage for each light, including any non-conforming loads connected to the lighting system, in a format acceptable to the utility before the lighting system is connected to the utility system. An updated inventory shall be submitted annually after the initial inventory. The Customer shall inform the utility in writing within 30 days of any changes to the inventory.
6. Non-conforming loads: Any load other than the lighting loads listed in this rate schedule is a non-conforming load, and shall require approval from the utility before they are connected to an unmetered lighting service. Non-conforming loads will only be approved for governmental agencies. Each non-conforming load shall not exceed 150 watts per circuit, or light for individually connected lights. Any non-conforming load exceeding this limitation requires metering of the Customer's system at the utility's connection point. The monthly billed charges for approved unmetered non-conforming loads will be based on the rated or measured full-load input wattage and verified hours of operation.

Rate Schedule MLS

MOTOR LOAD SERVICE

APPLICABILITY

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

RATES:

Basic Service Fee, per meter per day $0.15

Rated Horsepower Charge, per Horsepower, per day $6.00

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

Rate Schedule MISC

MISCELLEOUS SERVICE FEE AND CHARGE

APPLICABILITY

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

RATES:

New Residential Account deposit	$200.00
New Commercial Account Deposit	Two times of Monthly Utility Bill
Credit Re-Establishment Fee	$ 25.00
Service Establishment Fee	$15.00
Meter Turn-On Due to Non-Payment	$ 15.00
Meter Turn-on Due to Meter Removal	$ 250.00
Dispute Bill	$ 25.00
Returned Check Fee	$ 35.00
Meter Re-Read	$ 15.00
Late Payment	$15.00 or 3% of unpaid balance
Meter Test Fee	$ 55.00
Meter Tempering Penalty	$ 135.00
Historical Bill Request	$ 25.00 plus $0.10 per copy
Bill Dispute	$ 25.00
Residential Electrical Data Analysis-Customer Request	Actual Cost Up to $100.00
Commercial Electrical Data Analysis-Customer Request	Actual Cost Up to $500.00
Residential Solar Application	$200.00
Commercial Solar ≤ 50 KW Application	$500.00
Commercial Solar ≥ 50 kW Application	$1,000.00

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

Rate Schedule M

MEDICAL RESIDENTIAL ELECTRICAL SERVICE DISCOUNT

APPLICABILITY

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

REQUIREMENTS:

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

RATES:

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

MEDICAL EQUIPMENT DEVICE

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

SHEET NO. 26-27 CPS
CANCELING SHEET NO. 20-21-CPS

Rate Schedule CPS

CUSTOMER PROJECT SUPPORT CHARGES AND FEES

APPLICABILITY

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

RATES:

WORK ORDER – Utility Reimbursable:

___For Customer Projects of minor scope and not requiring engineering or other third-party support, and where the Utility will largely self-perform the work, a reimbursable Work Order may be utilized to describe the Customer Project scope of work including a cost estimate for the Customer's consideration.

Upon acceptance of the scope of work and cost estimate, the Customer will sign the Work Order, authorizing the work and agreeing to reimburse the Utility for the time and materials required.

CUSTOMER PROJECT SUPPORT:

For Customer Projects of potentially significant scope and complexity, and requiring engineering or other third-party support, and where the Utility may contract all or part of the work, an "Application for Customer Project Support" process is utilized.

1. Application

The Customer to complete a Utility Application form with all Company and Project information, including a Project Description, to include all relevant information such as location, electrical equipment, load calculations and related information,

2. Design Agreement

With receipt of the Application and Fee, Utility will request a meeting, to better understand the Project and Customer objectives. At the Customer's election, the parties will execute a "Customer Project Support Design Agreement" for the performance of a technical Design, Scope of Work and Cost Estimate for Utility to perform its elements of the Project.

CONTINUED

3. Installation / Alteration Agreement

After Customer acceptance of the Utility Design, Scope of Work and Cost Estimate, Customer may elect to enter into an "Customer Project Support Installation / Alteration Agreement" for Utility performance of the works.

Project Application Fee

A **$250.00** deposit is required at the time when a project Application is submitted to Utility to cover the reasonable cost of Application processing.

Island Energy Labor Hourly Billing Rates

Island Energy adopts the City of Pittsburg's Full-Time Employee Fully Burden Hourly Rate

During normal working Hours: City of Pittsburg Fully Burdened Hourly Rate

(7:30am to 4:00 pm) Monday through Friday and not holidays)

During non-normal working hours ..... 1.5 times of the Fully Burdened Hourly Rate

City of Pittsburg's Full-Time Employee Fully Burden Hourly Rate is posted on Website list below.

http://www.ci.pittsburg.ca.us/Modules/ShowDocument.aspx?documentid=11654

Material Handling Charge

In the case that the Utility handles contractor contracts and materials for the Customer, project costs including but not limited to equipment, materials, engineering and contractor fees will be subject to a 10% mark up to cover project administration costs.

Rate Schedule NCE

NEW COMMERCIAL ELECTRICAL SYSTEMS REIMBURSEMENT

APPLICABILITY

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

RATES:

1. MAXIMUM REIMBURSEMENT: The total amount subject to reimbursement is Thirty-three Percent (33%) of Eligible Expenses of new commercial electrical systems.

2. PAYMENT CALCULATION: The amount of reimbursement owed to a Qualified Developer shall be determined based on the increase in incremental load ("Incremental Load Increase") over the total load as determined during the fiscal year immediately prior to project completion ("Base Year"). The amount to be collected and made available for reimbursement shall be calculated by applying a factor of $0.005/kWh to the Incremental Load Increase ("Commercial Reimbursement). When two (2) or more parties make joint contributions or advances on the same new electrical transmission of distribution system, reimbursements will be distributed to these parties in the same proportion as their individual contributions or advances bear to the total Eligible Expense.

3. TIMING OF PAYMENT: Commercial Reimbursements shall be reconciled annually. Reimbursements hereunder shall be made without interest and shall be dispersed no later than September 30th following the fiscal year end for the fiscal year within which a claim for reimbursement hereunder has been made.

4. FINAL DETERMINATION: This is a voluntary program and may be terminated at any time. All collection and reimbursement shall in any event cease after the total of all obligations hereunder are paid or February 1, 2025, which ever event occurs first. All determinations relating to reimbursable amounts or credits made by utility shall be final.

Rate Schedule N

LOW INCOME RESIDENTIAL ELECTRICAL SERVICE

APPLICABILITY

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

REQUIREMENTS:

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

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

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

RATES

Customers that qualify for the Low Income Residential Electrical Service Rate will receive a 20% discount of utility charges on their monthly bill. The rate option will be effective in the month following utility's approval of the application.

Rate Schedule NEM

NET ENERGY METERING PROGRAM

APPLICABILITY

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

This Rate Schedule is available on a first-come, first-serve basis until the total rated generating capacity used by Eligible Customer-Generators exceeds 5%of Utility's aggregate customer peak demand established when the Solar Incentive program began. The NEM program is fully subscribed since June 30th, 2016.

Customers who have previously been approved for the Net Energy Metering Program will retain benefits of the NEM program until the expiration of their 20-year enrollment period, from the date the solar system interconnected to the grid.

Customers who move into premises with a system previously been approved for the Net Energy Metering Program will retained benefits offered by the NEM program for the reminder of enrollment period, from the original date the solar system interconnected to the grid. Increase in the generating capacity of systems subscribed to the Net Energy Metering program is not permitted.

RATES:

An Eligible Customer-Generator served under this schedule is responsible for all charges in its otherwise applicable rate schedule, including the Basic Service Fee, when applicable, regardless of the Customer's monthly or annual net generation.

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

(CONTINUED)

SPECIAL CONDITIONS

1. Definitions: The definitions of terms used in this Rate Schedule are found either herein or in Section 13C of the Tariff.

2. Interconnection Agreement: In order for this schedule to apply, Customer must complete and sign the Island Energy Electric Interconnection Agreement for Electric Net Metering Service ("NEM Agreement"). This agreement contains additional terms and conditions, including without limitation, requirements relating to indemnification, insurance, and access to Customer's Premises.

3. Meter Requirements:

Utility shall own, operate, and maintain a bi-directional single meter on Customer's Premises ,capable of registering the flow of electricity in two directions.

4. Billing:

   a. The monthly Net Energy Metering calculation shall be made by measuring the difference between the electricity supplied to Customer and the electricity generated by Customer and fed back to the grid over a normal one-month billing period.

   b. In the event that the electricity supplied by Utility during the one-month billing period exceeds the electricity generated by Customer during the same period, the Utility shall bill Customer for the net energy consumption during

   c. such billing period based on the Customer's Rate Schedule.

   d. In the event that the electricity supplied by Utility during the one-month billing period is less than the electricity generated by Customer during the same period, Customer is a net energy producer. If Customer is a net energy producer, any excess energy generated by the customer shall be carried forward to the following billing cycle as a monetary credit on the customer's account until the end of the 12-month period ending on the final billing date for March.

   e. If Customer terminates service prior to the end of a 12-month period ending on the final billing date for March, Utility shall reconcile Customer's consumption and production of electricity and bill Customer for Net Energy Metering charges, or if appropriate, issue a final payment for any excess generation, based on the applicable Net Surplus Compensation rate.

5. Net Surplus Compensation:

a. If at the end of the applicable 12-month period ending on the final billing date of March, Customer is a Net Surplus Customer-Generator:

   i. Utility shall retain any Net Surplus Energy generated by Customer, including any associated environmental attributes or renewable energy credits ("REC"), and Customer's monetary value shall be reset to zero for the subsequent 12-month period.
   ii. If Customer is eligible for Net Surplus Energy Compensation, such compensation shall be calculated over the 12-month period.

b. In order to be eligible for Net Surplus Energy Compensation, Customer must: (1) elect a compensation option in Customer's NEM Agreement; (2) certify that Customer has sole ownership of the environmental attributes and RECs associated with the energy generated from the Generating Facility; and (3) agree to transfer to Utility all rights, title, and interest Customer has to such environmental attributes and RECs.

c. Utility's Net Surplus Compensation rate shall provide just and reasonable compensation for the value of the Net Surplus Energy, while leaving other ratepayers unaffected.

d. If Customer is eligible for Net Surplus Energy Compensation, Customer shall receive compensation pursuant to the method selected in Customer's NEM Agreement. Customers are eligible to revise their net surplus energy compensation elections by giving written notice to IE at least thirty-days prior to the beginning of each succeeding 12-month period ending with the final billing date of March.

6. Net Surplus Energy Compensation Rate:

a. Utility's Net Surplus Energy Compensation Rate is based on Utility's avoided cost for energy. Utility's Net Surplus Energy Compensation Rate is set at the value provided in the table below. The General Manager shall review the Utility's Net Surplus Energy Compensation Rate on an annual basis. If a Net Surplus Energy Compensation Rate is not adopted for any individual year, the most recently adopted Net Surplus Energy Compensation Rate shall apply.

Year	$/kWh
From September 1, 2026 to June 30, 2027	0.0700

Rate Schedule ERE

EXPORTED RENEWABLE ENERGY PROGRAM

APPLICABILITY

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

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

RATES:

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

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

(CONTINUED)

SPECIAL CONDITIONS:

1. Definitions: The definitions of terms used in this Rate Schedule are found either herein or in Section 2 of the Tariff.

2. Agreement: In order for this schedule to apply, Customer must complete and sign the Island Energy Electric Interconnection Agreement for Exported Renewable Energy ("ERE Agreement"). This agreement contains additional terms and conditions, including without limitation, requirements relating to indemnification, insurance, and access to Customer's Premises .

3. Meter Requirements:

    a. Utility shall own, operate, and maintain a single meter on Customer's Premises capable of registering the flow of electricity in two directions.
    b. If the existing meter on Customer's Premises is not capable of measuring the flow of electricity in two directions or supplying time-of-use information, Customer shall be responsible for the expenses involved in the purchase and installation of the meter.
    c. Utility, at its expense, may install additional meters. However, if such meters are installed, the measurement of delivered and exported energy shall yield an identical result to that of a single meter.

4. Billing:

    a. There will be no charge for energy generated by customer's generating facility and consumed on by the customer at time of generation.

    b. Customer will be billed for all energy delivered according to the otherwise applicable rate schedule.

    c. Customer will receive a credit for exported energy below Customer's billing period maximum at a rate based on the Utility's avoided cost as stated below.

    d. If a solar customer's bill credit exceeds his/hers monthly electric charge, any excess credits will be carried over to the next month. Utility will issue a cash payment for any excess bill credits at the 12th month billing cycle or when the customer moves out.

    e. Customer is responsible for all taxes, fees and other charges for all delivered electricity

5. Exported Renewable Energy
    a. Utility shall retain all Exported Energy generated by Customer, including any associated environmental attributes or renewable energy credits ("REC").

6. Net Surplus Energy Compensation Rate:

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

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

Year	$/kWh
From September 1, 2026 to June 30, 2027	0.0700