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Terms and Conditions

34. Line Extensions

In areas in which Delivery Service by the Company is authorized, service is availableunder residential Delivery Service Rate Schedules Rate R and Rate R-OTOD and General-Delivery Service Rate Schedules Rate G and Rate G-OTOD as follows:

- a. To all Customers on distribution lines as of July 1, 2007;
- b. To all Customers who can be served from overhead, single phase extensions of existing distribution lines which average 300 feet or less per Customer, exclusive of normal service loops;
- c. To Customers who can be served from overhead, single phase extensions alongpublic highways, except for normal service loops, of existing distribution lines whichaverage more than 300 feet per Customer but less than 5,280 feet per Customer and who have signed an agreement to pay monthly surcharges for a period of sixty (60)consecutive months equal in total to \$14.00 per 100 feet per month (14.0 cents perfoot per month) of line in excess of 300 feet per Customer, each Customer's share of the total to be computed by allocating such total proportionally among the Customersto be served on the basis of the relative lengths of line required to serve each (after excluding the first 300 feet of line per Customer);
- d. To Customers who can be served from overhead, three phase extensions along publichighways, except for normal service loops, of existing distribution lines and whohave signed an agreement to pay monthly surcharges for single-phase service inaccordance with (c.) above and who have also signed an agreement to pay additionalmonthly surcharges for a period of sixty (60) consecutive months equal in total to 2.0% per month of the additional investment required to provide three-phase serviceover and above the investment required to provide single-phase service, including the cost of rebuilding existing facilities and adding phase wires where necessary but excluding the first \$525 per Customer for such additional investment and excludingthe investment in service loops, meters and transformers;
- e. To Customers who would otherwise qualify for service under c. or d. above but whomust be served from extensions located in whole or in part (exclusive of normalservice loops) on private property, subject to the following provisions:
 - (1) An extension on private property will be made only if:

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- (i) Use of an alternate route entirely along public highways is not feasible, and
- (ii) The prospective Customers provide, without expense or cost to the Company, the necessary permits, consents or easements for a satisfactory right-of-way for the erection, maintenance and operation of a line, including the right to cut and trim trees and bushes wherever necessary.
- (2) Each Customer shall sign an agreement to make payment as follows with respect to that portion of the extension which exceeds 300 feet per-Customer (hereinafter referred to as the "excess"):
 - (i) For the portion of the excess located on private property, each Customer shall make a lump sum payment prior to the start of construction of the extension equal to such Customer's share of the estimated cost of constructing such portion of the excess (includingclearing and tree trimming), such share to be computed by allocatingsuch estimated cost proportionally among the Customers to be served on the basis of the relative lengths of line required to serve each (afterexcluding the first 300 feet of line per Customer), unless such costs are otherwise apportioned by agreement of the Customers in accordancewith the provisions hereinafter.
 - (ii) In addition, for the portion, if any, of the excess located along a publichighway, each Customer shall pay a monthly surcharge computed inaccordance with the provisions of c. or d. above.

All extensions shall be and remain the property of the Company and shall bemaintained by the Company; and

f. To Customers who could be served from overhead extensions under the provisions of b., c., d. or e. above but who instead take service through extensions partially ortotally underground provided in accordance with the provisions for underground electric distribution facilities specified in the Company's Requirements for Electric-Service Connections.

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In addition to complying with any Company requirements relating to Customerpayment of the excess cost of underground electric distribution facilities, such-Customers shall be required to pay the same monthly surcharges and other paymentsas they would have been required to pay for totally overhead extensions as specifiedin c., d. or e above.

Subsequent provisions of this line extension policy which refer to c., d. or e. aboveshall be deemed to refer and apply equally to partially or totally undergroundextensions described in this section f.

In cases under c., d. and e. above, the monthly surcharges under the applicable rates and any lump sum payments on account of extensions on private property in accordance with e. (2) may be apportioned by agreement among the Customers to be served.

In cases under c., d. and e. above and for the duration of the agreement period, noadditional Customers shall be entitled to receive service within the limits of the line extensionunless an agreement to take service has been signed for the unexpired term of the original period. Such additional Customers shall pay single-phase and three phase monthly surcharges in accordance with c., d. and e. above, and the monthly surcharges thereafter to all Customerstaking service from the extension shall be determined by allocation in accordance with c. above.

In the case of an extension made under e. (2), the required lump sum payment shall berecomputed including such additional Customers, and the additional Customers shall pay to the-Company their pro rata share of the lump sum payment required based on such recomputation. The amount of the reduction in the required lump sum payment shall be applied by the Companyto reimburse proportionately each Customer having previously made a lump sum payment.

Additions may be made at any time to extensions constructed under the terms of c., d. and e. above. Should such an addition be made prior to the expiration of the original agreement period, the addition shall be computed as a unit with the original extension for the purpose of determining separately, in accordance with c. or e. (1) the monthly surcharge, or (2) the required lump sum payment (if any). A portion of any lump sum payment made by the additional Customers shall be applied by the Company to reimburse proportionately each Customer havingpreviously made a lump sum payment. The agreement period for all additions to extensionsshall be sixty (60) months, unless otherwise stated.

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Whenever a Customer applies for service at a location which was the subject of a previous line extension agreement, payments under which have not been completed, such Customer shall sign a line extension agreement for the number of months in the agreement period under the previous agreement minus the number of months billed under the previous agreement or agreements pertaining to such location.

The Company shall not be required to construct extensions under the above terms whereit is necessary to cross a body of water, or to serve airport lighting, beacon lighting, streetlighting, etc., or where the business to be secured will not be of reasonable duration or will tendin any way to constitute discrimination against other Customers of the Company.

Before service is available under the terms of this line extension policy, the Companymay (a) require a prepayment equal to the total charges for the agreement period in addition toany required lump sum payment under e. (2), in which event, a portion of such prepayment equal to one (1) divided by the number of months in the agreement period will be credited to eachmonth's bill or (b) require the Customer to agree that the Company shall have a lien on the Customer's real estate to secure payment of the Customer's obligations under the line extensionagreement.

If service is terminated prior to the end of the agreement period, the prepayment balancewill not be refunded unless and until a like amount is deposited by a new Customer requiringservice at approximately the same location.

Except under unusual circumstances, the construction of line extensions will be carried on between April 15th and November 15th of each year.

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