



# City of Shasta Lake Electric Service System Rules and Regulation

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By City Council Resolutions CC-2022-107 and 108

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# City of Shasta Lake Electric Service System Rules and Regulation

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## 6 1. General Provisions and Definitions

7 This document shall be referred to as the City of Shasta Lake (“City”) Electric Service System Rules and  
8 Regulations (“Rules and Regulations”) and are part of all agreements for receiving Electric Service from  
9 the City, and apply to all electric services received from the City, whether the electric service is based on  
10 contract, agreement, signed application, or otherwise. City will furnish Electric Services in accordance  
11 with these adopted Rules and Regulations and all other applicable City resolutions and ordinances to  
12 any Customer within the City electric service territory.

### 13 A. Accounting System

14 The City will account for the operations of its power system as a separate department of the City  
15 (“Electric Department”), using a system of accounting substantially in accordance with the  
16 Governmental Accounting Standards Board or other standard system of accounting acceptable for  
17 completing a standard cost of service study.

### 18 B. Incorporation of Electric Service System Rules and Regulations

19 The Rules and Regulations are adopted by City Council resolution and are incorporated by reference into  
20 the City Code. These Rules and Regulation govern provisions under which Electric Service is provided  
21 within the City electric service territory and work in conjunction with the City Code and all other City  
22 Council resolutions.

### 23 C. Definitions

24 Terms appearing with an initial letter capitalized, are defined terms of these Rules and Regulations, the  
25 City Municipal Code, or other City Council resolutions. The definitions in the Rules and Regulations are  
26 set forth in full. Definitions in the City Municipal Code or other resolutions are not repeated here. Unless  
27 the particular provision or the context otherwise requires, the definitions and provisions contained in  
28 Rules and Regulations Section 1.C shall govern the construction, meaning, and application of words and  
29 terms used in these Rules and Regulations. The singular of a word or term shall include the plural and  
30 the plural shall include the singular. Such words or terms as defined in this Rules and Regulations shall  
31 be initially capitalized.

32 **Applicant:** Any person or entity that seeks Electric Service from the City by written request using City  
33 approved forms.

34 **City Code:** The Municipal Code of the City of Shasta Lake, California.

- 1 **City Employee:** Any authorized City employee, agent, or representative.
- 2 **City Equipment:** Any property, facility, apparatus, or material associated with providing Electric Service  
3 including, but not limited to, ducts, conduits, conductors, transformers, protective devices, wiring,  
4 switches, and meters.
- 5 **Customer:** The Person, Persons, firm, association, governmental agency, corporation or other legal  
6 entity who use, are entitled to use, or benefit from the use of City of Shasta Lake utilities. Once Electric  
7 Service is established, each “Customer” generally corresponds to one electric utility account, which may  
8 differ from the Owner of the property and end-user of Electric Service.
- 9 **Director:** Electric Utility Director of the City of Shasta Lake or successor.
- 10 **Discontinue:** To stop the delivery of Electric Service to a Customer or physically limit or disconnect the  
11 Service Connection in such a way that only the City can make full Restoration.
- 12 **Distribution System:** All sub-transmission level voltage overhead and or underground equipment used  
13 to supply electricity to the Utility Connection Point.
- 14 **Electric Service:** Service, including but not limited to the provision of electricity and other related  
15 services by City and for which fees or rates are charged.
- 16 **Electric vehicle charging station** or charging station: Any level of electric vehicle supply equipment  
17 station that delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.
- 18 **Master Meter Service:** When multiple tenants/units are served Electric Service on the same Premises  
19 through a single metered Service Connection.
- 20 **Owner:** The legal owner of Premises receiving one or more City utility services, or the authorized agent  
21 of such legal owner.
- 22 **Person:** Any individual, partnership, corporation, public agency, or other organization operating as a  
23 single entity.
- 24 **Premises:** Any building, part of a building, lot, parcel, real estate, land, portion of land, tract of land,  
25 building, or facility to which electric service is provided. Each freestanding building, except auxiliary  
26 buildings (e.g., storage sheds), typically constitutes a separate premise even though they may have  
27 common ownership.
- 28 **Public charging station:** Any charging station that is made available to the general public for use. This  
29 does not include a charging station at a multifamily facility that is made available only to the residents of  
30 that multifamily facility.
- 31 **Restoration:** The reconnection of a full Service Connection or other resumption of Electric Service that  
32 has been Discontinued.
- 33 **Service Lateral:** The group of conductors, whether overhead or underground, necessary to connect the  
34 Customer’s Utility Connection Point to City’s Distribution System, regardless of the location of City’s  
35 meters or transformers.
- 36 **Service Voltage:** The voltage at the point of metering.

1 **Tamper:** To rearrange, bypass, damage, alter, interfere with, or actions that could cause and/or prevent  
2 the normal functioning of City Equipment.

3 **Total Cost:** The sum of all direct and indirect expenses including labor, material, overhead and use of  
4 City Equipment to complete a particular repair, addition, or modification to the Distribution System, and  
5 the cost of associated resources consumed.

6 **Utility Connection Point:** The point of delivery of electricity to a Customer’s Premises as determined by  
7 City. The delivery point on overhead construction is at the end of the Service Lateral where the Service  
8 Lateral is attached to customer-owned wiring from the structure to which the meter is connected (e.g.,  
9 electric service mast). The delivery point on underground construction is in line of the Service Lateral,  
10 two feet from the base of the building or structure where the meter socket is located.

11  
12 The Service Lateral leading up to the Utility Connection Point, and the electric meter, are owned and are  
13 the responsibility of the City. All facilities after the Utility Connection point are owned and the  
14 responsibility of the Customer, including but not limited to the electric panel and service mast.  
15 Customers shall, at all times, properly maintain all customer-owned property, including vegetation on  
16 the Premises, that could impact City-owned electric infrastructure, the electric panel, electric service  
17 mast (for overhead services), and all wiring between electric transformers and the Utility Connection  
18 Point. Notwithstanding the foregoing, all vegetation established on Customer property is always the  
19 responsibility of the Customer to properly maintain and includes all vegetative growth above, around,  
20 and under the Service Lateral between the City transformer and the Utility Connection Point.

## 21 2. Rates

### 22 A. General

23 All rates to be charged by and paid to the City for Electric Service are established by the City Council, as  
24 described in City Code 13.20. Electric rates are only applicable for Electric Services furnished entirely by  
25 the City without interconnection with any other source of supply, unless otherwise stated.

### 26 B. Temporary Rates

27 City may assign a temporary rate schedule to an Applicant for temporary electric service for a period not  
28 to exceed 12 months, until such time that Applicant satisfies all parameters for the appropriate rate  
29 class. The selection of the temporary rate schedule shall be made by the Director based on activity at  
30 the Premises during the period temporary electric service applies, historical usage of the Premises,  
31 Customer, or an estimate of usage if historical usage is not available, or as otherwise provided for by City  
32 policies.

## 33 3. Application for Electric Service

### 34 A. General Statement

35 By applying for Electric Service, Applicant agrees to comply with the terms and conditions of service  
36 contained in the City Code, Electric Rules and Regulations, and all other applicable laws, rules, and  
37 regulations.

1           B. Written Request for Service

2 All requests for Electric Service must be submitted in writing using City-provided forms, which will be  
3 evaluated under a process established by the Director. Applications must be submitted for new or  
4 modified City Electrical Service, which include but are not limited to: a new load at a facility which has  
5 not previously been served by the City; a change to an existing facility load; providing Electric Service to  
6 an existing Premise not currently receiving Electric Service; a conversion from single-phase to poly-phase  
7 (or vice versa); or a change in service voltage. Applications must be complete, with accurate  
8 information, in order to be valid, shall include all supplemental materials, and must provide, or provide  
9 for, any technical analyses required by the Electric Department. Electric Service shall not be established  
10 until after an Application is deemed approved by the Electric Department and all conditions have been  
11 satisfied as determined by the City.

12           C. Applicant Responsibilities

13 Each Applicant is responsible for all costs associated with the preparation and submission of all forms,  
14 documents, supplemental materials, and technical studies associated with the application for service  
15 throughout the entire application process.

16 Each Applicant is responsible for the City’s cost to review the application and supporting materials, and  
17 participation in any technical studies to support Applicant’s project, including those materials and  
18 activities required by third parties. Each Applicant is responsible for the City’s cost of engineering,  
19 design, materials, labor, equipment usage, and all other costs related to the construction of electric  
20 infrastructure related to the application.

21 All application materials that are submitted to the City shall become property of the City upon submittal  
22 and shall not be returned to Applicant. Applications that remain incomplete or have conditions that are  
23 unsatisfied for 180 days or more may be voided at the discretion of the Director without any obligation  
24 to the Applicant. Applicant must provide a non-refundable deposit for applicable costs of the City’s  
25 review, based on an invoice produced by the City, prior to the start of any application review activities  
26 under the application process.

27           D. City Responsibilities

28 The City shall administer applications for Electric Service to anyone within the City Coverage Area  
29 without regard to race, color, religion, sex, age, national origin, or disability. City reserves the exclusive  
30 right to determine the route, design, and method of construction as it deems appropriate and necessary  
31 to serve Applicant’s request for Electric Service. City shall determine all equipment and equipment sizing  
32 to serve Applicant’s Electric Service needs based on load calculation forms and other supporting data  
33 prepared and submitted by Applicant. Such determinations made by the City should not be considered a  
34 warranty or guarantee concerning adequate transformer size or level of service.

35           E. Alternative Design

36 If Applicant desires an alternate method or route of construction (Alternative), for whatever reason, the  
37 Applicant may prepare an Alternative, at Applicant’s sole expense. Alternative designs must be marked  
38 by a professional electrical engineer stamp, or by other qualified personnel with Electric Department  
39 approval, before the Alternative design is submitted to the Electric Department for review. Alternatives  
40 must be submitted to the Electric Department in writing, and Applicant shall submit a monetary deposit  
41 to the City against which the City will deduct amounts for the cost of the review of the Alternative. In all

1 cases, the City shall have the final determination of how and where the Electric Facilities will be  
2 constructed. Applicant requests for an Alternative shall be considered to the extent the Alternative is  
3 feasible and will not have a negative impact on any other person, entity, or property.

4 **F. Right of Way on and in Proximity of Applicant Premises**

5 The Applicant or property owner shall grant or cause to be granted to the City, without charge, right-of-  
6 way over, along, across, and under the premises and any adjacent road right-of-way for the  
7 construction, operation, maintenance, and repair of the City’s lines, appurtenances, and equipment  
8 connected or used in conjunction with Electric Service. The City and its representatives may enter to  
9 construct, operate, maintain, repair, or perform any other duties necessary to maintain the City’s  
10 facilities, including the right to undertake vegetation management efforts.

11 Providing a cleared right-of-way is the responsibility of the Applicant for Electric Service connection. The  
12 City shall assess the Applicant for any costs incurred by the City in connection with procurement of said  
13 right-of-way. In such cases, Applicant shall make an advance contribution covering such costs. Applicant  
14 shall provide or pay for costs incurred by tree or brush clearing on right-of-way for initial clearing to the  
15 satisfaction of the City.

16 After construction of electric service equipment, vegetation clearing to protect equipment at  
17 distribution voltage (i.e., 12-kV) or greater will be provided by the City. Vegetation clearing to protect  
18 equipment below distribution voltage is described under the definition of “Utility Connection Point.”

19 **G. Estimated Construction Schedule**

20 At the time all pre-construction requirements are met, the Applicant shall indicate if the project shall  
21 proceed. After all pre-construction requirements are met, the Applicant may request the City to indicate  
22 an estimated construction schedule. The estimated construction schedule is subject to revision for  
23 reasons including but not limited to inclement weather, allocation of City resources for maintenance of  
24 City electric assets or power restoration, equipment breakdown, unavailability of materials, other  
25 construction obstacles that delay process, or unforeseen circumstances. If the Applicant does not  
26 proceed with the project within 12 months of the completion of all pre-construction requirements, the  
27 Applicant will be required to reapply under the application process in effect at that time.

28 **H. Electric Service Connection Policy**

29 Applicant and City responsibilities are further defined by the Electric Service Connection Policy, as it may  
30 be amended from time to time.

31 **4. Access, Tampering, and Energy Theft**

32 **A. Right of Access**

33 Customer shall provide the City with immediate and unhindered access, without notice, to and from the  
34 Customer Premises for any purpose reasonably connected with the supply of Electric Service, including  
35 but not limited to, inspection, reading, testing, maintenance, removal, and replacement of City  
36 Equipment. When access to Customer Premises is not immediate and unhindered, City may take any  
37 enforcement actions permitted under applicable laws and regulations. Furthermore, the City may  
38 require Customer to provide, without cost to the City, a new approved location for access to City  
39 Equipment.

1        B. Tampering and Energy Theft

2 Tampering with City power equipment and theft of Electric Service are each a violation of the California  
3 Penal Code Section 498 and local law. In addition to the penalties for theft of Electric Service set forth in  
4 law, as they may be amended from time to time, such conduct shall constitute grounds for the City to  
5 Discontinue Electric Service until such time that all applicable conditions and charges are completed to  
6 the satisfaction of the City for Restoration of Electric Service, including reimburse of the City’s Total Cost  
7 of Disconnection and Reconnection and the City for the full value of Electric Service unlawfully obtained.

8        5. Description of Electric Service

9        A. Coverage Area

10 City provides Electric Service within the corporate city limits of the City and areas adjacent to the City in  
11 Shasta County, except those areas served by an incumbent Electrical Corporation or Publicly Owned  
12 Electric Utility that is not the City, as those terms are defined in California state law. All purchased  
13 Electric Service within the City’s assigned area shall be supplied exclusively by the City. City may restrict  
14 or deny Electric Service based on limitations of feasibility, policies and procedures of the City, and  
15 applicable legal and regulatory requirements.

16 The City disclaims any and all liability for damage to Customer property incident to the installation,  
17 maintenance, or repair of the electric facilities if such damage was not caused by its own negligence.

18        B. Characteristic of Electric Service

19 The character of Electric Service to be made available to each Customer shall be dependent upon:

- 20        • The feasibility and availability to provide Electric Service at the proposed location
- 21        • The size of load
- 22        • The operating characteristics of the Customer’s equipment

23 Subject to the conditions listed below, single-phase or three-phase service will be supplied as required  
24 by the Customer in accordance with the appropriate rates. Single-phase service will not be supplied to  
25 Customers whose meter demand exceeds 400 Amp. Three-phase, 277/480V service is reserved for non-  
26 residential Customers; or in application where the Director may consider net estimated installed cost as  
27 equitable, considering all circumstances.

28 Alternating current service of approximately 60-cycle frequency will ordinarily be supplied at the  
29 following nominal secondary voltages. All new services shall be underground, unless approved by the  
30 Director.

- 31        • 1-phase, 120/240V, 3-wire
- 32        • 1-phase, 120/208V, 3-wire network (i.e., multi meter installation)
- 33        • 3-phase, 120/208V, 4-wire Wye
- 34        • 3-phase, 277/480V, 4-wire Wye (non-residential, only)

35 Electric Service existing as of January 1, 2020 at voltages other than those above are grandfathered,  
36 except in the event of service changes (such as service upgrades) or reconnection, at which time the  
37 Director may require the electric service to convert to a standard voltage at the Customer’s expense.

1 City shall provide Electric Service at secondary voltage, unless otherwise determined by the Director for  
2 certain types of loads, under which case the City may determine to provide service at transmission or  
3 primary voltage. Customer shall be responsible for all costs to provide adequate protection, as  
4 determined by the Director, to prevent any adverse impact to the City’s electric grid and interconnected  
5 electric systems.

6 C. Temporary Electric Service

7 Customers requiring Electric Service on a temporary basis for construction or other activity leading to a  
8 permanent Electric Service may request Temporary Electric Service from the City. Customer shall  
9 provide a non-refundable deposit sufficient to address all costs for connection and disconnection  
10 incidental to the supplying and removing of infrastructure necessary to provide Temporary Electric  
11 Service as determined by the Director. Customer shall be billed, and Customer shall pay in full and in a  
12 timely manner, for Temporary Electric Service at applicable rates under the rate classification  
13 determined by the Director. The maximum duration for Temporary Electric Service is 12 consecutive  
14 months from the initiation of Temporary Electric Service at the Premises.

15 D. Continuity of Electric Service

16 City shall exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply  
17 of Electric Services and to maintain frequency and service voltage within reasonable limits (e.g., ANSI  
18 C84.1) to the Customer, but the City does not guarantee continuity, sufficiency, frequency, or voltage of  
19 supply. City will not be liable for any damage resulting from the interruption, shortage, or insufficient  
20 supply of Electric Services to the Customer.

21 City shall have the right to temporarily suspend Electric Service whenever necessary to make repairs or  
22 improvements to City Equipment or as other operational circumstances arise. When practical, notice will  
23 be given to Customers affected thereby, and the repairs or improvements will be completed as rapidly  
24 as possible during normal City working hours, and where possible, with the least inconvenience to the  
25 Customers. Customer may request the City, and the Director may authorize in the City’s sole option, to  
26 perform the work during other than normal City working hours for the increased convenience of the  
27 Customer, providing that the Customer agrees in writing, prior to the performance of said work, and  
28 provides advanced payment for the Total Cost incurred by the City as a result of performing said work at  
29 other than during normal City working hours.

30 E. Demand Side Management Program for Public Electric Vehicle Charging Stations

31 All public charging stations shall be subject to demand side management, including full or partial  
32 curtailment of electric service during a declared state of emergency or under Energy Emergency Alert  
33 Level 2, or “EEA2,” system emergencies as declared by the City’s applicable balancing authority, or  
34 successor, as determined by the Director.

35 F. Relocation of City Facilities

36 If the City is asked to move any of its electric equipment temporarily or permanently, to provide physical  
37 clearance for any reason, a deposit to cover all the City’s estimated expenses is required. The payment  
38 for the move of facilities must be made before the move takes place. Only authorized City  
39 representatives may move or remove any facilities belonging to the City. The actual cost of the move  
40 shall be borne entirely by the person or persons requesting such moving of facilities. Any move or  
41 removal of City facilities upon request of any governmental authority shall be in accordance with

1 applicable franchise, ordinances, statutes, or regulations. If the facilities must be placed in a public road  
2 right-of-way, the requesting party may be required to pay an additional charge to reflect the potential of  
3 future relocation requirements.

#### 4 G. Customer-owned Equipment

5 Customer is required to maintain all Customer-owned equipment in good working order. City reserves  
6 the right to immediately disconnect Electric Service if said equipment is found to be in disrepair.  
7 Customer agrees to provide space for any City equipment required to serve the Customer at all times.  
8 Customer who installs any load-side electric generating and or storage equipment must furnish a  
9 physical switch, located on the exterior of the building that is physically accessible to City and public  
10 safety personnel at all times, that is capable of isolating the entirety of the Customer load and  
11 Customer's load-side equipment from the City's grid, to the satisfaction of the City, such as an external  
12 main electric service disconnect.

### 13 6. Metering

#### 14 A. Placement

15 The Customer must provide a location for the installation and operation of the City's electric meter that  
16 must always be outside the building and physically accessible to City personnel without interference at  
17 all times of day, and the Director or designee shall solely determine the acceptability of such meter  
18 locations. If the Customer or agent alters the building or anything else that in any way causes the meter  
19 to no longer be located outside the building, or physically accessible, the Customer shall notify the City.  
20 In the event a meter is not accessible as defined by this provision, the City shall have the right to move  
21 the meter to an accessible location, at Customer's sole expense. The City reserves the right to suspend  
22 Electric Service while the meter is inaccessible.

#### 23 B. Ownership

24 The City shall own the electric meter used to provide Electric Service and will furnish and install the  
25 meter at Customer's expense. The Customer must supply a meter base acceptable to the Director for  
26 meter installation at Customer's own expense. The Customer must furnish and install the conductor,  
27 conduit, disconnect and all other required appurtenances. On loads requiring current transformer  
28 metering, the City will install the current transformer at Customer's expense. Where state regulations  
29 and local ordinances require inspection and approval of Customer's wiring by local authorities, such  
30 inspection shall be completed and certificate of approval obtained before the City will render service.

#### 31 C. Tampering

32 Only authorized City representatives are authorized to install, remove, inspect, perform service, or  
33 otherwise physically interact with a meter. Visible seals will be placed by the City on all meters and  
34 meter enclosures and such seals shall not be broken or disturbed by anyone other than authorized  
35 representatives of the City. Tampering with seals or any wiring between the meter and the City's service  
36 wires by anyone other than authorized City representatives shall be administered under Section 4.

#### 37 D. Meter Reading and Functionality

38 Meters shall be read by a representative of the City or by an automatic meter reading device. Meters  
39 normally shall be read in accordance with the City's established bill cycles as they may be modified from  
40 time to time. The City may estimate the reading in lieu of an actual meter reading if the City is unable to

1 retrieve actual meter readings for any reason. The meter may include additional or special equipment  
2 that enables certain functions to be performed from a remote location.

### 3 E. Meter Testing

4 The City will, at its own expense, periodically inspect meter data of a sample of its meters in order to  
5 maintain a high standard of accuracy. The City will make additional tests or inspections of its meters at  
6 the request of the Customer, such tests being provided at no cost of the Customer one time in a rolling  
7 five-year period. If tests made at the Customer's request show that the meter is accurate within two  
8 percent, slow or fast, no adjustment will be made on the Customer's bill. In case the test shows the  
9 meter to be in excess of two percent fast, an adjustment shall be made on the Customer's bill over a  
10 maximum period allotted to correct for billing errors in the City Code prior to the date of such test, and  
11 the cost of making the test shall be borne by the City and the Customer's request for a test shall not be  
12 considered as a Customer request for inspection. In case the test shows the meter to be in the two-  
13 percent accuracy, or to be slow, no adjustment will be made in the Customer's bill, and the cost of  
14 making the test shall be borne by the Customer if the Customer has had a meter test within the previous  
15 five years. The cost of the test of the meter shall be the product of: the actual hours of each City  
16 Employee involved in the testing process and each City Employee's fully-loaded labor rate. Customer  
17 must provide a deposit sufficient to fund the estimated cost of the meter test, as determined by the  
18 City, prior to the City testing the meter.

### 19 F. Metering Point

20 Each service parcel shall have a single point of service unless deemed impractical by the Director. Each  
21 dwelling unit of a multi-occupancy premises must be separately metered, except when: electricity is  
22 used exclusively for centralized heating, cooling, water heating, or ventilation; in a facility that provides  
23 services exclusively for elderly or handicapped persons where utility costs are not apportioned to  
24 individual tenants; or a Master Meter Service existed as of January 1, 2020.

25 This provision shall not be construed to prohibit the City from requiring more extensive individual  
26 metering that is otherwise required.

### 27 G. Resale of Electricity

28 The Electric Service furnished by the City is for the sole use of the end-user. No person, company, or any  
29 other entity shall sell or redeliver Electric Service to any other person, company, or any other entity  
30 unless under the circumstances and conditions below or unless written consent is provided by the City.

31 Electric Service may be resold under the following circumstances and conditions without additional  
32 written consent of the City.

- 33 • A landlord may resell Electric Service to a tenant at a cost identical to the cost of Electric Service  
34 of the City that would apply if the City were to provide Electric Service directly to the tenant.
- 35 • Owner(s) of a property with a Master Meter Service may resell Electric Service to tenants served  
36 by that Master Meter Service under either of the following conditions:
  - 37 ○ Energy is separately metered and resold at energy and demand rates identical with the  
38 energy and demand rates of the City that would apply if that Electric Service was  
39 furnished to the individual tenants or units directly by the City, regardless of the rates  
40 the Owner is charged; and the total dollars collected by the Customer (from tenants)

1 does not exceed the actual costs billed to the Customer by the City, except for  
2 reasonable administrative costs; and/or  
3 ○ The charge to the tenants for such Electric Service is absorbed in the rental charges for  
4 that individual tenant or unit with no separate identifiable charge for Electric Service,  
5 and the rent does not vary with electric consumption.

6 As a condition of Electric Service where resale occurs under the provisions above, Customer agrees that  
7 the City may inspect and examine the Customer's billing to determine that such Electric Service is made  
8 in accordance with City Rules and Regulations. City must submit its request for review in writing and  
9 Customer has 30 days to provide all applicable data.

10 If Electric Service is resold in violation of this provision, Electric Service may be Discontinued and/or the  
11 City may furnish Electric Service directly to the end-user. If Electric Service is Discontinued for this cause,  
12 all applicable Restoration conditions shall apply.