

**Rule 6
GENERAL RULES AND REGULATIONS – FACILITIES ON CUSTOMER'S
PREMISES**

A. METER INSTALLATIONS:

All meters and facilities furnished by Company, at its expense, and installed on the Customer's premises shall be, and remain, the property of Company, and may be removed by Company upon discontinuance of service. The Customer shall provide space and support for, and exercise proper care to protect, Company's seal or seals. In the event of loss or damage to Company's property, arising from carelessness or misuse by the Customer, the cost of necessary repairs or replacements shall be as described in Schedule 300 and paid by the Customer.

B. CUSTOMER FACILITIES:

The Customer shall install and maintain all wiring and equipment beyond the point of delivery except for metering equipment, and except under conditions specified by Company in writing or conditions set forth in Rule 5 hereof.

All meter bases for meters necessary for measuring electric service (including Kvar when specified by Company) shall be provided and installed by the Customer at a location acceptable by Company, and shall conform to Company's specifications. The Customer's wiring and meter base and entrance facilities must be installed and maintained by the Customer in conformity with applicable municipal or state requirements and to accepted modern standards required by the National Electrical Safety Code and the National Electric Code; and if an affidavit or certificate of inspection is required by law, the same must be furnished before service is connected. Company may disconnect service or refuse to connect service when the Customer's wiring or facilities are, in Company's judgment, unsafe or hazardous to the Customer or others.

The customer shall not connect an electric generator or other source of electric energy to wiring which is energized at any time from Company's system without approved safe- guards. The safeguards shall include a disconnect and transfer switch installation approved by the public authority having jurisdiction or shall include an approved synchronizing and paralleling system installed in accordance with a written agreement with Company concerning such connection and operation.

C. CUSTOMER'S RESPONSIBILITY FOR SAFETY:

The customer shall comply with all Federal, State and local laws and regulations, as well as all applicable laws of negligence concerning all activities in the vicinity of Company's electrical wires, lines and equipment whether on the customer's premises or used to deliver electricity from the generating facilities to his premises. The customer shall comply with such laws and regulations to protect himself, his family, his employees, Company and all third parties from injury, loss or damage.

(continued)

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Title: Vice President, Regulation

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D. RIGHTS-OF-WAY:

The Applicant shall provide without cost to Company all rights-of-way and easements required for the installation of facilities necessary or convenient for the supplying of electric service.

E. ACCESS TO FACILITIES:

The Customer shall provide safe, unobstructed access to Company representatives during reasonable hours to maintain the Company's electric transmission and distribution facilities. The Customer shall also permit the Company to trim trees and other vegetation to the extent necessary to avoid interference with the Company's lines and to protect public safety.

F. ACCESS TO METERS:

The Customer shall provide safe, unobstructed access to Company representatives during reasonable hours for the purpose of reading meters, inspecting, repairing, or removing metering devices and wiring of the Company.

G. IMPAIRED CLEARANCE:

Whenever any of the clearances required by the applicable laws, ordinances, rules, or regulations of public authorities from the service drops to the ground or any object becomes impaired by reason of any change made by the owner or tenant of the premises, the Customer shall at his own expense, provide a new and approved support, in a location approved by Company, for the termination of Company's existing service wires and shall also provide all service entrance conductors and equipment necessitated by the change of location.

H. RELOCATION OF SERVICES AND FACILITIES:

If relocation of service or distribution facilities on or adjacent to the Customer's premises, including Company-owned transformers, is for the convenience of the Applicant or the Customer, such relocation will be performed by Company provided the Applicant or the Customer pays in advance, a nonrefundable sum equal to the estimated installed cost of the relocated facilities, including operating expense, plus estimated removal cost, less estimated salvage and less depreciation of the facilities to be removed.

I. PERMANENT DISCONNECTION OF COMPANY FACILITIES:

1. Except as set forth in I.2 of this rule, a Customer subject to Permanent Disconnection must either:


- a. Pay the Actual Cost for the Removal of only those Facilities dedicated exclusively to serve the Customer requesting Permanent Disconnection and that pose an operational or safety issue. The Company will provide an estimate of the Actual Cost for Removal within 60 days from the date of the Customer's request to disconnect or the date the Customer has complied with section I.6 of this rule. The departing Customer is required to pay the estimate of the Actual Cost for Removal within 90 days from the date the Company provides the estimate and before the Permanent Disconnection of any Facilities. The departing Customer will receive credit for any salvage from the removed Facilities.

(continued)

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Title: Vice President, Regulation

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I. PERMANENT DISCONNECTION OF COMPANY FACILITIES: (continued)


- b. Purchase Facilities at Net Book Value and pay the Actual Cost of Removal for all remaining Facilities that pose an operational or safety issue, less salvage, consistent with Schedule 300. The Company will provide the Net Book Value for the purchase of Facilities and an estimate of the Actual Cost for Removal within 60 days of the Customer's request to purchase the Facilities. The departing Customer is required to pay the Net Book Value and the estimate of the Actual Cost for Removal within 90 days from the date the Company provides the Net Book Value and estimate. The Company will not remove any facilities until the Net Book Value and estimate are paid in full. Remaining Washington Customers are allocated the net proceeds from the sale of conduit and vaults. The departing Customer assumes all responsibility and liability associated with purchased Facilities at the time of disconnection.
2. The Company may decommission, at its own expense, some or all of the Facilities dedicated exclusively to serve the departing Customer if the Company finds that sale or removal of the Facilities would create a safety or operational concern. The Company will safely decommission Facilities in a manner consistent with NESC guidelines and industry best practices. Decommissioning Facilities may include, but is not limited to, filling and capping conduit, severing direct-buried lines, and providing necessary back fill. The Company will maintain a record of all decommissioned Facilities, and will, upon request, notify third parties of the location of the decommissioned underground Facilities. The Company will confirm in writing to the departing Customer all steps it took to decommission underground facilities. The departing Customer will assume all responsibility and liability associated with abandoned and decommissioned Facilities at the time of disconnection.
3. No later than 90 days after removal of Facilities the Company will determine the Actual Cost of Removal and adjust the initial estimate. The Company will refund any overpayment from the estimated amount, and will issue a bill for any underpayment.
4. All Customers requesting Permanent Disconnection will be required to pay a Stranded Cost Recovery Fee (SCRF). Within 60 days of the Customer's request for Permanent Disconnection, the Company will provide the departing Customer with the SCRF set forth in Schedule 300.
5. Within 60 days after receiving the Company's SCRF, the Customer must notify the Company: (1) of its intent to pay the SCRF as calculated; or (2) of its intent to obtain, at the Customer's expense, an evaluation of the Company's SCRF by an independent third-party. If the Customer agrees to pay the SCRF as calculated, the Company will submit the mutually-agreed upon SCRF to the Commission for review and approval. The Customer must pay the SCRF within 90 days from the date the Commission approves the SCRF. The SCRF must be paid before Facilities are disconnected.

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I. PERMANENT DISCONNECTION OF COMPANY FACILITIES: (continued)


If the Customer disputes the Company's SCRF calculation:

- a. The Customer may elect to have a third-party evaluation of the Company's calculated SCRF. If a Customer elects to have an independent third-party evaluation of the SCRF, the Customer must provide the results of the evaluation to the Company within 60 days from the date it elected to obtain such analysis. The Company will respond to the independent third-party evaluation within 30 days after the Customer provides it.
- b. The Company will take reasonable steps to provide the independent third-party evaluator with the information necessary to calculate the Company's SCRF within 10 business days from the date the evaluator requests the information. If the independent third-party evaluator requests confidential information, the Company will take reasonable and timely steps to negotiate a confidentiality or non-disclosure agreement with the independent third-party evaluator. The Company, however, has no obligation to provide the independent third-party evaluator with confidential information without first entering into a confidentiality or non-disclosure agreement.
- c. The Company and the Customer will make reasonable efforts to informally resolve any disputes regarding the Company's SCRF and the alternative analysis prepared by the third-party evaluator. If the alternative analysis suggests modifications to the Company's SCRF calculation, and the Company agrees with the modifications, the Company will recalculate the SCRF incorporating the third-party analysis. The Company's determination on the SCRF will be provided to the customer in response to the third-party evaluator's analysis as described in section 5 of this rule.
- d. The independent third-party evaluator's recommendations will not be binding on the parties.
- e. If informal efforts to resolve the disputed SCRF are unsuccessful, the Company must request mediation as described in WAC 480-07-710 before filing a SCRF calculation with the Commission for approval. The Commission will assign a mediator under WAC 480-07-710(3).
- f. The Company and Customer will attempt to resolve SCRF disputes in a timely manner. The Company will submit any agreed-upon SCRF to the Commission for review and approval.
- g. If the dispute resolution processes in this rule do not result in an agreed-upon SCRF, the Company will submit its proposed SCRF to the Commission for review and approval.

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I. PERMANENT DISCONNECTION OF COMPANY FACILITIES: (continued)

6. If the departing Customer is a tenant, the departing Customer must provide the Company with a notarized affidavit stating that the departing Customer has obtained the owner's permission for the Permanent Disconnection of Facilities.
7. If a departing Customer requests permanent disconnection of service from the Company's system within five years of initially connecting service and provides documentation of the actual costs paid for customer-installed facilities, the Customer will receive a credit per Schedule 300 when the customer-installed facilities are removed or purchased.
8. Section I. of this rule does not apply to negotiated sales and transfers of facilities.

J. MAINTENANCE OF CUSTOMER'S FACILITIES:

Customers are responsible for maintaining their own facilities. If a Customer requests a service call, and the problem is in the Customer's facilities, the Company may charge for the service call as specified in Schedule 300.

K. OTHER WORK AT CUSTOMER'S REQUEST:

The Company may collect a charge specified in Schedule 300 when it performs work at the Customer's request.

L. LIABILITY:

Company's liability shall cease at the point of delivery and the use of electric service beyond said point is at the risk and responsibility of the customer.