GENERAL
RULES AND REGULATIONS
FOR
ELECTRIC SERVICE

GRAND BAHAMA POWER COMPANY LIMITED
FREEPORT, GRAND BAHAMA
BAHAMAS

GENERAL RULES AND REGULATIONS - INDEX

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1. PURPOSE

1.1 **General:** These General Rules and Regulations for Electric Service, comprising part of the Electric Tariff of Freeport Power Company, Limited, hereinafter referred to as the "Company", set forth the rules, terms and conditions under which electric service will be supplied by the Company and used by the Customer. They govern all classes of service to the extent applicable, and are made a part of all agreements for the supply of electric service unless specifically modified in a particular agreement, contract, or rate schedule. No representative of the Company has authority to modify any provision contained in this Tariff or to bind the Company by any promise or representation contrary thereto. The benefits and obligations under an application or agreement for service shall begin when the Company makes electric service available to the Customer.

1.2 **Availability:** These General Rules and Regulations, together with other supplementary regulations, agreements and rate schedules comprising this Tariff are available without charge at the Company's offices.

1.3 **Effective:** These General Rules and Regulations supersede and annul all rules and regulations, by whatever term designated, which may heretofore have governed the supply and use of the Company's electric service.

1.4 **Revision:** These General Rules and Regulations, as well as other supplementary regulations, agreements, and rate schedules comprising this Tariff, and any portion thereof, are subject to revision from time to time. Interested parties should register their names and addresses with the Company to receive such revisions.

END OF SECTION 1.

2. DEFINITIONS

The following expressions as used in these General Rules and Regulations and in other supplementary regulations, agreements and rate schedules comprising this Tariff have the meanings set forth in this Section.

2.1 **Building Inspection Department**.

(a) The Building Inspection Department of The Grand Bahama Port Authority, Limited.

(b) Bahamas Government Ministry of works and Utility.

2.2 **Connected Load**. The combined nameplate rating of the customer's motors and other energy consuming devices.

2.3 **Customer.** Any individual, partnership, association, company, firm, public or private corporation or governmental agency having electric service from the Company at a specific location.

2.4 **Customer's Installation.** In general, all electrical conductors equipment and devices operating or intended to operate at all potentials in electrical installations for buildings, structures, and premises.

2.5 **Customer Extension**. Any branch from, or continuation of, an existing line to the point of delivery to Customer, including increases in capacity of any of Company's existing facilities, or the changing of any line to meet the Customer's requirements, and including all transformers, service drops, and meters.

2.6 **Demand.** The average kilowatts or kilovoltampers supplied the Customer during the 15 minute period of maximum use during the billing period as shown by the Company's meter in accordance with the demand clause in the rate schedule under which service is supplied.

2.7 **Electric Service**. The availability of electric power and energy, irrespective of whether any electric power and energy is actually used. Supplying of service by Company consists of the maintaining by it, at the point of delivery, of approximately the established voltage and frequency by means of facilities adequate for supplying Customer's proper usage.

2.8 **Electrical Code**. A compilation of definitions, rules and requirements concerning the installation, operation, and maintenance of all types of electrical wiring, equipment, and devices as set forth in the Canadian Electrical Code, Part I, of the Canadian Standards Association, CSA Designation C22.1, (as modified by Chapter 44 of the Building and Sanitary Code of The Grand Bahama Port Authority, Limited and Bahamas Government regulations).

2.9 **Metering Equipment**. Meters and other supplementary and associated devices necessary to measure the electric service used by the Customer.

2.10 **Month.** An interval between successive regular meter reading dates, except where calendar month is specified.

2.11 **Notice**. Unless otherwise specified, a written notification delivered personally or mailed by one party to the other at such other party's last known address, the period of notice being computed from the date of such personal delivery or mailing.

2.12 **Point of Delivery**. The point where the Company's wires or apparatus are connected to those of the Customer.

2.13 **Service.** Power and energy required by the Customer and, in addition, the readiness and ability on the part of the Company to furnish power and energy to the Customer.

2.14 **Service Drop.** The overhead service conductors from the last pole or other aerial support to the point of delivery.

2.15 **Service Equipment**. The necessary equipment, usually consisting of circuit breaker or switch and fuses, and their accessories, located near the point of delivery to a building or other structure and intended to constitute the main control and means of cutoff for the supply to that building or structure.

2.16 **Service Lateral**. The underground service conductors between the street main, including any risers at a pole or other structure or from transformers, and the point of delivery.

2.17 **Submeter**. A meter installed on the Customer's side of the Company's billing meter to measure a part or all of the Customer's power and energy usage.

2.18 **Temporary Service** . Service required for a short period such as for construction projects, fairs, bazaars, and the like.

END OF SECTION 2.

3. TECHNICAL TERMS AND ABBREVIATIONS

The following technical terms and their abbreviations as used in these General Rules and Regulations and in other supplementary regulations, agreements, and rate schedules comprising this Tariff have the meanings set forth in this Section. Other technical terms and abbreviations shall have the meanings set forth in the latest revision of the American National Standards Institute (ANSI) publications on "Definitions of Electrical Terms" and "Letter Symbols for Units".

3.1 **Alternating Current (ac).** Current that reverses its direction at regular intervals.

3.2 **Ampere (A).** The unit used to measure an electric current or the rate of flow of electricity in the circuit.

3.3 **British Thermal Unit (Btu).** The quantity of heat required to raise the temperature of one pound of water one degree Fahrenheit.

3.4 **Circuit Breaker**. A device designed to open, under abnormal conditions, a current-carrying circuit without injury to itself.

3.5 **Hertz (Hz).** A period of alternating electric current.

3.6 **Kilovoltampere (kVA).** The unit of apparent electric power equal to 1,000 voltamperes, the product of volts and amperes gives voltamperes (VA).

3.7 **Kilovoltampere-hour (kVAh).** The product of apparent power in kVA and time measured in hours.

3.8 **Kilowatt (kW).** The unit of electric power equal to 1,000 watts (the term "horsepower" is equivalent to 746 watts). Power is the rate of doing work. The product of amperes and volts gives watts in an alternating current circuit having unity power factor.

3.9 **Kilowatthour (kWh).** The unit of electric work or energy equal to that done by one kilowatt acting for one hour; the unit of electric energy; the product of power measured in kilowatts and time measured in hours.

3.10 **Load Factor (LF).** The ratio of the average load over a designated period of time to the maximum load occurring in that period.

3.11 **Lumen (lm).** The unit of light flux emitted in space.

3.12 **Ohm.** The unit of electrical resistance; the resistance of a circuit in which a potential difference of one volt produces a current of one ampere.

3.13 **Power Factor**. The ratio of active or real power in kilowatts to apparent power in kilovoltamperes; or kW/kVA. Power factor is often expressed in percent; e.g. unity power factor is 100% power factor.

3.14 **Kilovar (kvar).** This is the inactive component of apparent electric power; the kilowatt is the active component. The kilovar is also termed reactive kilovoltampere.

3.15 **Single Phase**. Pertaining to a circuit energized by a single alternating electromotive force.

3.16 **Three Phase**. Pertaining to a combination of three circuits energized by alternating electromotive forces that differ in phase by 120 degrees.

3.17 **Volt (V).** The unit of electric force or pressure; the electromotive force which will produce a current of one ampere when applied to a conductor whose resistance is one ohm. Voltage is the force or pressure necessary to drive electricity through a circuit.

3.18 **Watt (W).** The unit of electric power; the rate of work represented by a current of one ampere under a pressure of one volt in a circuit having unity power factor.

3.19 **Watthour (Wh).** The unit of electric energy; the work done in one hour at the steady rate of one watt.

END OF SECTION 3

4. OBTAINING SERVICE

4.1 **Application.** An application for electric service may be made at the Customer Service Department of the Company in person. Forms for application for service, when required, together with terms and conditions and rate schedules, will be furnished upon request. Customer shall state, at the time of making application for service, the conditions under which service will be required and Customer may be required to sign an agreement or other form then in use by the Company covering special circumstances for the supply of electric service. The Company at its sole discretion, may reject applications for service.

The Company may place limitations on the amount and character of electric service it will supply and may refuse service to new customers or to existing customers for additional load at its sole discretion.

Agreements to supply electric service shall be in accordance with the applicable rate schedule and shall be based upon plant facilities which, in the opinion of the Company, are sufficient for safe, proper, and adequate service. The Company may require agreements for a longer term than specified in the rate schedule, may require contributions toward the investment, and may establish such minimum charges and facilities charges as may be deemed desirable by the Company under the circumstances involved where: (1) large or special investment is necessary for the supply of service; (2) oversized transformers, feeders, or other special facilities are installed to serve a customer using equipment in such manner that the use of electric service is intermittent or subject to violent fluctuations; (3) capacity required to serve Customer's equipment is out of proportion to the use of electric service for occasional, intermittent, momentary, or low load factor purposes, or is for short durations; (4) other conditions prevail.

.2 **Applications by Agents**. Applications for service requested by firms, partnerships, associations, corporations, etc., shall be made only by duly authorized parties who must produce evidence to the Company of such authorization when making application.

4.3 **Information Needed**. To provide service promptly the Company will need the applicant's name and address including the street, house number (and apartment number), or the name of the subdivision with lot and block numbers. On new or changed installations, the Company will also need to know the equipment that will be used. The Company will advise the Customer as to whether the desired type of service is available at the designated location.

4.4 **Agreement.** Subject to Rules 4.11 and 5.5, service is furnished upon acceptance of the application, agreement, or contract by the Company. Applications are accepted by the Company with the understanding that there is no obligation to render service other than the character of service then available at the point of delivery.

4.5 **Prior Indebtedness**. The Company may withhold or discontinue service rendered under an application or agreement made by any organization, or business unless all prior indebtedness to the Company at any one or more locations of such organization, or business has been settled in full.

4.6 **Selection of Rate Schedule**. The Company will assist in the selection of the applicable rate schedule which is most favourable from the standpoint of the Customer. Any advice given by the Company will necessarily be based on Customer's statements, and by giving such advice the Company assumes no responsibility whatsoever. Except where Customer has executed an agreement for Primary or High Tension Service, Customer may, upon written notice to Company within three months after service is begun and with the written consent of the Company, elect to change and to receive service under any other applicable rate schedule. In such event, the Company will furnish service to and bill the Customer under the rate schedule so selected from the date of last scheduled meter reading, but no further change will be allowed during the next twelve months.

4.7 **Deposit Required.** Before rendering service, the Company will require a deposit or guarantee satisfactory to the Company to secure payment of bills. The amount of such deposit shall be approximately twice the average monthly bill of the Customer as estimated by the Company or by agreement, or as thereafter ascertained. In no event shall it be less than $500.00 for a residential customer or $800.00 for a commercial customer. Such deposit or guarantee will be held by the Company until final settlement of Customer's account.

Subject as hereinafter appearing, all deposits shall bear simple interest at the rate of four percent per annum, payable at the time that the deposit is refunded to the depositor, provided said deposit remains with the Company for a period of six months or longer. Deposits shall cease to bear interest upon discontinuance of service.

A deposit is not a payment or part payment of any bill for service, except that on discontinuance of service, the Company shall apply said deposit against unpaid bills for service, and only the remaining balance of the deposit (if any) will be refunded but without prejudice to the Company's right to collect any sums that remain owing to the Company. The Company shall have a reasonable time in which to read the meter and to ascertain that the obligations of the Customer have been fully performed before being required to return any deposit. To have service resumed, customer will be required to restore deposit to original amount, or to such new amount as the Company may deem necessary to protect its interests. Refund is contingent upon adequate identification. The Company's deposit is not negotiable or transferable and the deposit is refundable only to the Customer whose name appears thereon.

4.8 **Transfer of Deposit**. A customer moving from one location to another may have his guarantee or deposit transferred from the former to the present address, provided bills incurred for service at the former address have been paid. If the deposit at the former address is more or less than required to cover service at the new address, the amount of the deposit will be adjusted accordingly.

4.9 **Line Extension.** The Customer may be required to make a deposit or guarantee for the extension of the Company's lines or facilities as set forth elsewhere in this Tariff.

4.10 **Service Connection**. The Customer may be required to make a contribution toward the cost of installing a service connection as set forth elsewhere in these Rules and Regulations.

4.11 **Permits**. The Company, where necessary, will make application for any street opening permits for installing its service connections and shall not be required to furnish service until such permits are granted. The Customer shall obtain and present to the Company, for recording or for registration, all instruments providing for easements or rights-of-way, and all permits (except street opening permits), consents, and certificates necessary for the introduction of service.

Service will not be provided to any building, structure, or other installation until the Company is in receipt of a copy of the Certificate of Occupancy issued by the Building Inspection Department or the Ministry of Public works and Utilities.

4.12 **Temporary Service**. Where service is to be used at an installation for a limited period and such installation is not permanent in nature, the use of the service shall be classified as temporary. In such cases, the Customer may be required to pay to the Company the cost of the facilities required to furnish service and the cost of connection and removal. The minimum charge shall be $10.00 for each connection. A deposit of $120.00 will be required for a temporary service rated 100 amperes or less, or approximately twice the average monthly bill as estimated by the Company.

The minimum period of temporary service for billing purposes shall be one month.

END OF SECTION 4.

5. CHARACTERISTICS OF SERVICE

5.1 **General.** The standard service supply of the Company is continuous alternating current with a nominal frequency of 60 hertz.

All of the types of service listed in this section are not available at all locations and primary or high tension service may be specified under certain conditions, such as location, size, or type of load.

The Company must always be consulted to determine the type of service to be supplied to a particular installation. The type of service may govern the characteristics of equipment to be connected. For example, where 120/208 volt single phase or 208Y/120 volt three phase service is provided, many motors rated 220 or 230 volts and resistance heating equipment (such as ranges or water heaters) rated 230 or 240 volts may not give fully satisfactory performance.

Where secondary service is available at a Customer's location, the existing type of service shall be used where feasible.

When an additional transformer installation is required to serve the Customer, the Company will attempt to provide the type of service the Customer requires, provided it is consistent with established distribution plans for the area.

5.2 **Types of Service Available**. Subject to the restrictions in Rule 5.1, the types of service available, with their nominal voltages, are:

5.2.1 **Secondary Service**. Single-phase, 3-wire 120/240 volt for general lighting and power loads under the following conditions:

a. The capacity required is less than 50 kVA, and

b. No individual motor exceeds 7.5 horsepower, and

c. the total rating of connected motors of 1.0 horsepower and larger does not exceed 15 horsepower, except by special permission.

Single-phase, 3-wire, 120/208 volt for general lighting and power loads under the following conditions:

a. The established secondary voltage for the area or building is 208Y/120 volt, and

b. The capacity required does not exceed 20 kVA, and

c. Each individual motor rating is less than 7.5 horsepower, and

d. The total rating of connectable motors of 1.0 horsepower and larger does not exceed 15 horsepower.

Three-phase, 4-wire, 208Y/120 volt for combined lighting and power loads under the following conditions:

a. The capacity required exceeds 50 kVA, except by special permission, or

b. The power load contains motors rated over 7.5 horsepower, or

c. the total rating of connectable motors of 1.0 horsepower and larger exceeds 15 horsepower.

Three-phase, 4-wire, 240/120 volt, delta, for combined lighting and power loads where specifically approved by the Company for special circumstances.

Three-phase, 4-wire, 480Y/277 volt for loads which are principally 3 phase under the following conditions:

a. The capacity required exceeds 150 kVA, except by special permission and

b. Single phase loads be so connected that they will not cause an unbalance of more than 15 kVA or 10% of the maximum kVA demand, whichever is greater.

5.2.2 **Primary Service**. Three-phase, 2-wire, 12,470 volt or 4-wire, 12,470Y/7200 volt under contract.

5.2.3 **High Tension Service**. Three-Phase, 3-wire, 69,000 volt, unregulated, for industrial loads under special contract.

5.3 **Service Voltages.** Subject to Rule 5.5, the Company will use reasonable diligence to maintain secondary service voltages within the following ranges under normal operating conditions and will endeavor to restore such voltages within such ranges as soon as practicable after receipt of notice from the Customer of any deviation therefrom. These ranges correspond to the Canadian-American National Standard voltage ratings for electric power systems and equipment.

Nominal Service	Voltage Range	
Voltage	Minimum	Maximum
3-wire 120/240	114/228	126/252
3-wire 120/208	114/197	126/218
4-wire 208Y/120	197Y/114	218Y/126
4-wire 240/120	228/114	252/126
4-wire 480Y-277	456Y/263	504Y/291

5.4 **Inrush Current Limits**. Considerable latitude in the amount of inrush current is permissible under certain conditions and the Company will give a written expression of opinion to any Customer as to the acceptability of his proposed installation in this respect. The Company, however, shall not be understood at any time as giving any assurance or warranty, expressed or implied, that particular conditions may not later require change, unless inrush currents are within limits specified by the Company as acceptable in any case.

The table which follows specifies the values of locked rotor inrush current which are acceptable for motors. The table is not applicable to welders and other equipment having frequently recurring inrush current, or pulsating current drawn by motors driving reciprocating compressors. Such installations are subject to special consideration in each case.

The values under frequent start refer to elevator, crane, or hoist motors and other equipment of similar duty cycles and to equipment automatically controlled by pressure or temperature sensitive or other similar device.

The values under infrequent start refer to equipment whether hand operated or electrically controlled and started not over three times per hour.

			Inrush Current - Amperes	
Type of Service			Frequent	Infrequent
To Motor			Start	Start
120 volt, single-phase			50	50
208 or 240 volt, single-phase			110	110
208 or 240 volt, three-phase				
Rated Horse Power	or	Rated Running Current		
10		25	100	150
15		35	145	220
20		45	190	290
25		65	240	365

When larger motors are being installed or more current is required than the values indicated above, the Customer should consult the Company.

Any motor requiring an inrush current during the starting operation in excess of the value permitted by the Company shall be equipped with a starter which will not open the circuit during the entire starting operation and which will limit successive steps of current to the permissible value at not less than one-half second intervals.

The term “inrush current” as here used is defined as the maximum change of the effective (root-mean-square) current occurring within any one-half second of operation.

5.5 **Continuity of Service**. The Company will use reasonable diligence to provide a regular and uninterrupted supply of service. However, electric service is inherently subject to interruption and to change in the normal characteristics thereof from time to time as a result of storms, operating conditions, acts of God, accidents, strikes, for the purpose of making permanent or temporary repairs, changes, or improvements to the system, and for other causes. The Company will endeavor to restore any service so interrupted and the normal characteristics of any service so changed as soon as practicable after receipt of notice of such interruption or change.

Under the circumstances, however, the Company cannot be and is not responsible for any loss or damage (direct, indirect, or consequential) to any persons or property resulting in any way from interruptions of service, from any change in characteristics of service, or from lightning, regardless of the cause.

END OF SECTION 5.

6. LIMITATION OF USE

6.1 **Unauthorized Use of Service.** Electric service purchased from the Company shall be used by the Customer only for the purposes specified in the application for service, and the Customer shall not sell or otherwise dispose of such service. Electric service furnished to the customer shall be rendered directly to him through the Company's individual meter, shall be for his own use, and shall not be submetered by him for the purpose of selling or otherwise disposing of electric service to lessees; tenants or others.

Notwithstanding the foregoing, the company at its sole discretion may agree to the installation by a Customer of submetering facilities solely for the purposes of determining the pro rata distribution of the actual costs for electric service as billed by the Company. Such agreement shall be in writing and subject to such terms and conditions as the Company in its absolute discretion may determine.

A breach of this Rule shall result in the immediate suspension of service and prosecution under the laws of the Commonwealth of the Bahamas.

6.2 **Street Crossings**. The customer shall not build or extend his lines across or under a street, alley, lane, court, avenue or other way in order to furnish service for adjacent property through one meter even through such adjacent property is owned by the Customer, unless written consent is obtained from the Company.

Consent may be given when such adjacent properties are operated as one integral unit, under the same name, for carrying on parts of the same business.

END OF SECTION 6.

7. ELECTRIC GENERATORS

7.1 **Types Permitted.** The installation and use by the Customer of electric generators (or other source of electric power or energy) is only permitted for emergency or standby service to supply power, and illumination in the event of interruption of the Company's supply.

7.2 **Installation**. Improper connection of a Customer's electric generator (or other source of alternating current power or energy) with the Company's facilities may energize the Company's lines and endanger the lives of its personnel. Furthermore, such improper connection may seriously damage the Customer's wiring or generator. Therefore, each such installation shall be specifically inspected and approved by the Company prior to use to assure that there can be no electrical connection between the Company's service and the Customer's generator or other source of supply. This generally requires the installation of a manual or automatic transfer switch accessible only to qualified personnel.

END OF SECTION 7.

8. SERVICE CONNECTIONS

8.1 **General.** The Customer shall consult the Company before filing plans as to the exact location of the point of connection to Customer's facilities, as to the characteristics of service to be supplied, and as to whether overhead or underground service is to be supplied.

Electric service will be supplied through a single service connection to each building, premises, property, or group of properties under one ownership or management.

Except as otherwise provided in these Rules and Regulations, Service Agreements, or Rate Schedules, Company will install and maintain its lines and equipment on its side of the point of delivery, but shall not be required to install or maintain any lines or equipment, except meters, on Customer's side of the point of delivery. Only Company's servants or agents are authorized to connect Company's service facilities to customer's service terminals.

Secondary overhead service will normally be provided where the service drop capacity required, as computed by the Company, does not exceed 300 amperes per conductor, except in service areas designated for underground secondary service. Larger capacity services must be underground in all service areas.

8.2 **Service Drop**. For overhead secondary services the Company installs and maintains its service conductors and makes connection to Customer's service terminals; provided, however, that when Customer's service terminals cannot reasonably and safely be reached by a single span, the additional length of service drop, including intermediate supports, will be supplied and installed by Company at Customer's expense, with title thereto remaining in Company.

8.3 **Service Lateral.** In areas where three phase underground secondary mains are provided by the Company, the Customer shall furnish and maintain the service lateral from the Company's facilities adjacent to the property line to the service equipment.

In areas where single phase secondary mains are provided by the Company, the Company will install and maintain a conduit service lateral at Customer's expense in a suitable trench provided by Customer.

In the Company's overhead service areas, where secondary underground service is requested by the Customer or where the service capacity required as computed by the Company, exceeds 300 amperes per conductor, the Customer shall furnish and maintain the service lateral from the Company's overhead mains or transformers to the service equipment. All underground services are to be installed in utility grade conduits.

8.4 **Transformer Vault.** Where the calculated or projected connected load for a Customer's installation is, in the opinion of the Company, greater than can be adequately served from the Company's overhead transformers in overhead service areas or from its secondary mains in underground service areas, the Customer shall provide, free of charge, an approved vault in or adjacent to the premises for the Company's transformers.

The provision of a transformer vault or vaults will be mandatory for any multi-family dwelling, or group of dwellings under one ownership or management (including cooperatives or condominiums), containing 50 or more habitable rooms. It will also be mandatory for any dwellings or other occupancies in high-density multi-family areas permitting over 50 habitable rooms per acre and structures exceeding two stories in height.

Transformer vaults shall conform to the Company's specifications for Transformer Vaults which are available upon request. Under no circumstances shall vaults be used for storage or other uses by the Customer, nor shall entry thereto be impeded at any time or ventilating openings blocked in any manner.

As an alternative to a transformer vault and where proper protection can be provided, the Company may, at its option, provide an outdoor, totally enclosed transformer installation on an approved concrete pad provided by the Customer. In such event, the Customer shall pay all costs incurred by the Company in excess of the Company's normal costs for installation of its transformers in a vault.

8.5 **Primary Service**. Where a transformer vault or equivalent is required under Rule 8.4, an approved primary service lateral shall be provided at the option of the Company from the vault to either: (1) the Company's designated overhead pole adjacent to the property, including the pole riser and conductor terminations thereon, or (2) the Company's designated splice box adjacent to the property. In either event, the Customer shall provide the service conduits in accordance with the Company's specification from the vault to the pole or splice box and the Company will install and maintain the service conductors at the Customer's expense.

In underground service areas where primary mains are provided, the Company will install and maintain the primary service lateral, at the Customer's expense and in a suitable trench and conduit provided by the Customer, from the main to the Company's semi submersible, submersible or pad mounted transformer adjacent to the point of delivery.

8.6 **Change in Location of Existing Service Connection**. Any change requested by the Customer in the location of the existing service connection, if approved by the Company, will be made at the expense of the Customer.

8.7 **Protection by Customer.** Customer shall protect Company's facilities on Customer's premises and shall permit no one but Company's servants/or agents/ or persons authorized by law to inspect or handle same. In the event of any loss or damage to such property of Company caused by or arising out of carelessness, neglect or misuse by Customer or other unauthorized persons, the cost of making good such loss or repairing such damage shall be paid by Customer. Failure to so pay shall result in discontinuance of service.

END OF SECTION 8.

9. RIGHT OF WAY

The Customer shall grant or cause to be granted to the Company all rights-of-way, wayleaves, easements, permits, and privileges which, in the opinion of the Company, are necessary for the rendering of service to the Customer and the installation, maintenance, and repair of the Company's equipment.

END OF SECTION 9.

10. ACCESS TO CUSTOMER'S PREMISES

The duly authorized servants or agents of the Company shall have access without let or hindrance to the premises of the Customer at all reasonable hours for the purpose of installing, maintaining and inspecting or removing the Company's property, reading meters and other purposes incident to performance under or termination of the Company's agreement with the customer.

For purposes of this Rule, the blocking or hindering of access to the Company's facilities by virtue of storing of goods, or by permanent or temporary construction, excavation, or planting shall be considered refusal of access, and the Company shall then be free to discontinue service at it sole discretion.

END OF SECTION 10.

11. SERVICE ENTRANCE INSTALLATIONS

11.1 **General**. Except otherwise set forth in these General Rules and Regulations, or by special agreement, the Customer shall furnish, install, and maintain the service entrance wiring and equipment from the point of delivery to and including meter sockets, metering transformer enclosures, and service equipment. All materials and equipment used shall be of a type approved by the Company and shall be installed in a manner approved by the Building Inspection Department. All wiring from the point of delivery to the service equipment shall also be subject before use to inspection and approval by the Company.

11.2 **Meter Equipment**.

11.2.1 **General.** The Company will determine the location, and specify the type and manner of installation and connection of the metering equipment and will furnish this information to the Customer upon request. Meters shall be mounted on the exterior of buildings unless specifically approved otherwise by the Company. Only socket type meters will be used.

Meter equipment shall be so located that the meter will be readily accessible for reading and testing, will be free from vibration, and will not be exposed to mechanical injury. Meter equipment shall not be located over a doorway, on the wall of an elevator or dumbwaiter shaft, in a toilet, in a stairway, directly under any water or drain pipes, or above or within 24 inches of any receptacle containing flammable gases or liquids. Meter equipment shall not be installed in any recess or enclosure unless the design of the installation and its location have the approval of the Company.

Meter equipment shall be set plumb and level and shall be securely mounted in a manner acceptable to the Company. It is recommended that bolts and expansion shields or anchors be used on brick, stone and concrete walls, and toggle bolts be used on hollow tile, terra cotta and plaster walls. The Company will not accept nails, wood plugs, or dowels as a means of fastening equipment, cleats, or backboards.

11.2.2 **Outdoor Installations**. Meters, where practicable, shall be at a height of 5 feet 6 inches above the ground or walkway level and on the side of the building providing walkway access. When proper height is not obtainable and meter does not protrude into walk or driveway, meter equipment may be mounted at a minimum height of 4 feet and a maximum height of 6 feet above the ground level.

11.2.3 **Indoor Installation**. Installations of single meters or single rows of meters, where practicable, shall be at a height of 5 feet 6 inches above the floor level. When proper height is not obtainable, meter equipment may be installed, with Company approval at a minimum height of 2 feet 6 inches above the floor. Where necessary, meter equipment may be installed at a maximum height of 6 feet. Meter equipment in multiple rows may be at a maximum height of 6 feet to the top of the highest row and at a minimum height of 2 feet 6 inches to the bottom of the lowest row. Meters in a multiple dwelling or commercial building shall be located in a public or common area on the first floor, but the Company may accept public or common areas on upper floors if the installation is made in a manner satisfactory to the Company.

Meter equipment in grouped installation shall be installed to provide a minimum horizontal distance of 7-1/2 inches between meter centers. Horizontal rows of meter sockets shall be mounted with a minimum vertical distance of 10 inches between centers and the space between rows shall be kept clear.

A clear space of at least 6 inches shall be provided around single or grouped installations and there shall be a clear space of at least 3 feet in front of all meter equipment.

11.2.4 **Phasing.** Meter equipment in grouped installations for single-phase, 3-wire, 120/208 volt service shall be so connected that the phasing of the vertical rows of meter socket terminals, left to right front view, shall be A-C, C-B, B-A, A-C, etc. All such sockets shall be of the 5-terminal type.

11.3 **Service Equipment**. All service equipment, terminal boxes, current transformer cabinets, and meter mounting equipment shall be approved by the Company.

11.4 **Grounding of Service Equipment**. The ground conductor, the service neutral and the metal housing of the service equipment shall be connected together at the service equipment. The earthing connection shall be approved by both the Company and the Building Inspection Department and shall have a resistance to ground not greater than 10 ohms. An underground water piping system containing non-metallic or bell and spigot service piping shall not be used as a grounding electrode.

11.5 **Wiring of Service Equipment**. All wiring between the point of delivery and the meter equipment shall be completely enclosed in a continuous metal conduit or trough, leaving no exposed wires or terminal between these points. Enclosures shall be equipped with sealing devices satisfactory to the Company.

11.6 **Metering Transformer Enclosure**. Where required to enclose metering transformers, the Customer shall furnish and install an enclosure approved by the Company. Metering transformers will be furnished by the Company for mounting by the Customer. There shall be a clear space of at least three feet in front of the metering enclosure.

11.7 **Identification of Circuits**. Where more than one meter is installed, the meter equipment and service equipment shall be marked by the customer to indicate exactly the portion of the building supplied. The characters shall be permanent and legible. Stenciled characters three-quarters of an inch to one and one-half inches in height are recommended. In multi-tenant buildings, the designation on each meter equipment shall be the same as the permanent designation of the apartment, store, office or loft, etc. which it serves. Markings shall be provided within the equipment adjacent to the meter socket as well as on the individual covers.

11.8 **Primary Service Equipment**. The minimum acceptable primary service equipment where the Customer is metered at primary voltage shall consist of a metal-enclosed, load-break, triple-pole, single-throw combination switch, fuse and metering unit with external operating handle, rated 15.0 kV, 95 kV BIL, 2000 ampere rms asymmetrical fault closing and momentary ratings, 600 amperes continuous, 300 MVA interrupting capacity, S&C Electric Co. Audit type or approved equal.

The switch shall be arranged with the hinge end at the bottom and with the incoming service connection to the top stationary contacts of the switch. The equipment shall be located immediately adjacent to an external access door with provision for a Company padlock. Manufacturers' drawings shall be submitted to the Company for approval prior to releasing for fabrication.

The metering compartment of the service equipment shall have provisions for mounting and wiring three indoor current transformers and three indoor potential transformers (connected phase to neutral). The transformers will be furnished by the Company for mounting by the Customer. The meter shall be mounted on an external wall of the primary service equipment enclosure as specified by the Company.

11.9 **Seals.** The Company will seal all meters, meter equipment and other enclosures on the service side of the meter.

END OF SECTION 11.

12. CUSTOMER'S INSTALLATION

12.1 **General.** The Company makes no electrical installations on the Customer's premises other than the installation of its services and meters as set forth in these Rules and Regulations. The Company will assume no responsibility for the condition of Customer's electrical installation or for accidents, fires or failures which may occur as the result of the condition of such electrical installation.

12.2 **Nature and Use of Installation**. All of Customer's wires, apparatus and equipment shall be selected with the view to obtaining safety, good efficiency, good voltage regulation and the highest practicable power factor. Customer may not employ or utilize any equipment, appliance or device so as to affect adversely Company's service to Customer or others. When polyphase service is supplied by Company, Customer will control the use thereof so that the load at the point of delivery will be maintained in reasonable electrical balance between the phases.

The customer expressly agrees to utilize no apparatus or device which is not properly constructed, controlled, and protected, or which may adversely affect service to others, and the Company reserve the right to discontinue or withhold service for such apparatus or device.

12.3 **Utilization Apparatus**. Motors, welders, and other utilization apparatus shall be so wired, connected, and operated as to produce no disturbing effects on the Company's electrical system which will affect the adequacy of service to other customers.

Where the use of electric service is to be intermittent, occasional or momentary, or subject to violent fluctuations, or for low load factor purposes, or for short durations, equipment shall not be connected without previous written approval by the Company.

Installations of neon, fluorescent, mercury vapor lamps or tubes, or other types of gaseous tube lamps, or other devices having low power factor characteristics shall be equipped with corrective apparatus to increase the power factor of each unit or separately controlled group of units to no less than 90% lagging.

12.4 **Protection of Customer's Equipment**. The customer is solely responsible for the selection, installation, and maintenance of all electrical equipment and wiring (other than the Company's meters and apparatus) on the Customer's side of the point of delivery. All motor installations should include effective protective apparatus, or have inherent construction within the motor to accomplish equivalent protection as follows:

a. Overload and overcurrent protection for each motor by suitable thermal relays, fuses, or circuit interrupting devices automatically controlled to disconnect the motor from the line to protect it from damage caused by overheating. Protection shall be provided in each conductor connected to three-phase motors.

b. Open phase protection on all polyphase installations to disconnect motors from the line in the event of opening of one phase.

c. All polyphase motors for the operation of passenger and freight elevators, cranes, hoists, draglines, and similar equipment should be provided with reverse phase relays, or equivalent devices, for protection in case of phase reversal.

d. Motors that cannot safely be subjected to full voltage at starting should be provided with a device to insure that on failure of voltage such motors will be disconnected from the line. It is also recommended that such device be provided with a suitable time delay relay.

e. Means shall be provided to disconnect motors from their source of supply in case of low voltage unless it is evident that no hazard will be incurred through the lack of such disconnection.

f. Motors larger than 75 hp which are so controlled as to restart automatically upon restoration of voltage following an outage shall also be equipped with approved motor sequence timing relays to provide starting time delay of not less than two minutes after voltage restoration.

12.5 **Inspection and Acceptance**. The Customer's service entrance installation must be inspected and approved by the Company before service will be supplied. The Company will refuse to connect with any Customer's installation or make additions or alternations to the service connection when it is not in accordance with the Electrical Code and with these General Rules and Regulations, and where a certificate approving the Customer's electrical installation has not been issued by the Building Inspection Department.

12.6. **Change of Customer's Installation**.No charges or increases in the Customer's installation which will materially affect, in the opinion of the Company, the operation of any portion of the distribution system or generating plants of the Company shall be made without prior written consent of the Company. The Customer will be liable for any damage resulting from a violation of this rule.

12.7 Maintenance of Customer's Installation. Customer's entire electrical installation shall be maintained in the condition required by the electrical inspection agency having jurisdiction and by the Company, and all repairs shall be made by customer, except repairs to equipment whose operation is under the control of the Company, which shall be made by the Company at the Customer's expense.

END OF SECTION 12.

13. **METERS**

13.1 **General.** One watthour meter, equipped where necessary with demand device, will be furnished and installed by the Company for each separately billed rate schedule under which a Customer receives service.

No branch circuits or devices are permitted on the supply side of the meter, except fire alarm signal service which must be approved by the Company prior to connection, or the Company's outdoor lighting installations.

The Company will not permit the connection of Customer's ammeters, voltmeters, pilot lamps, or any other energy-using devices to the instrument transformers used in conjunction with its meters.

13.2 **Protection of Meter Equipment**. Customer shall provide for the safekeeping of the meter equipment, and shall not tamper with or remove such meter or other equipment, nor permit access thereto except by duly authorized servants or agents of the Company. In case of loss or damage to the equipment from the act or negligence of the Customer or his servants, or agents, or failure to return equipment supplied by the Company, Customer shall pay to the Company the amount of such loss or damage. All equipment furnished at the expense of the Company shall remain its property and may be replaced whenever deemed necessary and may be removed by it at any reasonable time after the discontinuance of service. In the case of defective service, the Customer shall not interfere or tamper with the apparatus belonging to the Company but shall immediately notify the Company to have the defects remedied, whereupon the Company will use its best efforts to remedy the defects within a reasonable time.

13.3 **Setting and Removing Meters**. None but duly authorized servants or agents of the Company shall set, remove, replace, turn on, or turn off its meters, nor make any changes which will affect the accuracy of such meters. Connections to the Company's system are to be made only by its servants or agents.

13.4 **Tampering with Meters**. Unauthorized connections to, or tampering with the Company's meter or meters, or meter seals, or indications or evidence thereof subjects the Customer to immediate discontinuance of service, prosecution under the laws of the Commonwealth of the Bahamas, adjustment of prior bills for services rendered, and reimbursement to the Company for all extra expenses incurred on this account.

13.5 **Evidence of Consumption**. The registration of Company's meter shall be accepted and received at all times and places as prima facie evidence of the amount of power and energy taken by the Customer.

13.6 **Tests.** The Company tests its meters and maintains their accuracy of registration in accordance with good practice. The Company will make special tests when the accuracy is questioned by a Customer if 12 months have elapsed since the last test of a meter in the same location for the same customer. If any such special test shows that a watthour meter disc rotates more than one revolution in 5 minutes with no load or the meter is found to have an average error of more than 2% from 100%, or when an integrating demand meter has an error of more than 3.5%, or when a thermal demand meter has an error of more than 5%, all with respect to the test standard, the Company will bear the cost of the test. If the meter tests within the foregoing limits, the Customer shall bear the cost of the test, the minimum charge therefore being $25.00. The average error shall be the weighted algebraic average of the error at approximately 10% and at approximately 100% of the rated test amperes of the meter, the latter being given a weighting of 4 times the former.

END OF SECTION 13.

14. **BILLING**

14.1 **Meter Reading**. Meters will be read and bills will be rendered as nearly as practicable at monthly intervals for all electric service supplied to the Customer during the preceding month.

14.2 **Proration of Monthly Charges**. For all initial bills, all final bills, and all bills for periods other than twenty-five to thirty-six days inclusive, except for temporary service accounts, the monthly charges will be prorated on the basis of one-thirtieth for each day of service, each month being considered as thirty days when determining the number of days on which prorating is based. For temporary service accounts the minimum period for billing purposes will be one month.

14.3 **Averaged Bills**. Where the Company, for whatever reason, is unable to read the meter, the Company shall estimate the amount of electric service supplied and submit an averaged bill, so marked, for payment by the customer. Adjustment of such customer's averaged use to actual use will be made after an actual meter reading is obtained.

14.4 **Regular Bills.** Regular bills for service will be rendered monthly. Bills are due when rendered and shall be considered as received by the Customer when delivered or mailed to the postal address on the Application for Service or some other place mutually agreed upon in writing between the Company and the Customer. Interest on overdue amounts is calculated at 1.5% per month (18% per annum), after 60 days.

Non-receipt of bills by the Customer shall not release or diminish the obligation of the Customer with respect to payment thereof.

14.5 **Separate Billing for Each Point of Delivery**. At each point of delivery the use of service shall be metered separately for each Customer served. Whenever for any reason Company furnishes two or more meter installations for a single customer, or supplies service under a Rate Schedule which does not require a meter, each point of metering and/or point of delivery where no meter is required is considered as a separate

service. A separate Service Agreement is required, and bills are separately calculated for each such separate service, except where Company may, under special circumstances waive this requirement.

14.6 **Application of Rate Schedules**. Electric service will be measured by a single metering installation for each point of delivery. The Company will establish one point of delivery for each customer and compute the bill accordingly. Two or more points of delivery shall be considered as separate services and bills separately computed for each point of delivery.

14.7 **Separate Billing for Each Installation**. The electric service used by a customer at each installation or plant will be billed separately at the applicable rate schedule selected by the Customer.

14.8 **Failure of Meter**. When a meter fails, or part or all of the metering equipment is destroyed, billing will be estimated as set forth in Rule 14.3

14.9 **Adjustment for Inaccurate Meter Registration**. In the event that any routine or special test of a Company meter discloses its average accuracy of registration to be in error by more than the limits set forth in Rule 13.6, a recalculation of bills for service will be made for the period of inaccuracy, not to exceed four months, on the basis that the service meter should be 100% accurate with respect to the test standard. If the period of inaccuracy cannot be determined, the current bill and the three preceding bills will be adjusted.

The error due to rotation of the meter disc at no load will be calculated by timing the rate of rotation and assuming that this rate affected the meter registration for 25% of the time, unless a more accurate estimate of the percentage of time the meter should have been inactive can be obtained.

If a recalculated bill shows a difference of $1.00 or more from the original bill, the full amount of the difference, if to the benefit of the customer, will be credited or refunded to the Customer. If the difference is to the benefit of the Company, the Company reserves the right to bill the difference to the Customer.

END OF SECTION 14.

15. DISCONTINUANCE OF SERVICE

15.1 **By The Company**. The Company may suspend or curtail or discontinue service for the following reasons: (1) for the purpose of making permanent or temporary repairs, changes or improvements in any part of its system; (2) For compliance in good faith with any governmental order or directive notwithstanding such order or directive subsequently may be held to be invalid; (3) For any of the following acts or omissions on the part of the Customer: (a) nonpayment of any valid bill due for service furnished at any present or previous locations; (b) tampering with any Company facility; (c) fraudulent representation in relation to the use of service; (d) Customer moving from the premises, unless the Customer requests that service be continued; (e) providing service to other without approval of the Company; (f) failure to make or increase an advance payment or deposit as provided for in this Tariff; (g) refusal to contract for service where such contract is required; (h) connecting and operating equipment in such manner as to produce disturbing effects on the Company's system or the service of other Customers; (I) failure of the Customer to comply with the Electrical Code; (j) failure of the Customer to comply with any of these Rules and Regulations; (k) where the condition of the customer's installation presents a hazard to life or property; or (1) failure of customer to repair any faulty facility of the Customer; (4) Refusal of reasonable access to customer's premises for necessary purposes in connection with rendering of service, including meter installation, reading or testing, or the maintenance or removal of the Company's property.

15.2 **At Customer's Request**. A Customer wishing to discontinue service must give due notice as provided in these Rules and Regulations or in the applicable rate schedule. Where such notice is not received in writing or in person by the Company, the Customer shall be liable for service until the final reading of the meter is taken. Notice to discontinue service will not relieve a Customer from any minimum or guaranteed payment under any service or extension agreement or contract or under any rate schedule. When service is disconnected with ninety (90) days of the installation date, the customer will pay all costs of discontinuing service with a minimum charge of $15.00.

15.3 **Reconnection Charge**. When service has been suspended or discontinued for nonpayment of any bill due or for violation of these Rules and Regulations, Customer shall pay Company all costs of discontinuing and restoring Service, but not less than $25.00.

END OF SECTION 15.

16. CONFLICTS

In case of conflict between these General Rules and Regulations, the provisions of any service or extension agreement or contract, or any Rate Schedule of this Tariff, the provisions of such agreement or contract shall govern, followed by the provision of the Rate Schedule.

END OF SECTION 16.

END OF GENERAL RULES AND REGULATIONS