

CITY OF TWO HARBORS
APPLICATION FOR SERVICE

DATE _____

SERVICE REQUESTED _____

The undersigned hereby agree (s) to pay for said service and/or materials.

Applicant

Address

Telephone Number

CITY OF TWO HARBORS
ELECTRIC SERVICE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, between the City of Two Harbors, a Minnesota municipal electric utility, and _____, hereafter called "Customer", in consideration for the covenants and promises made herein creates the obligation of the City of Two Harbors to furnish electric service and customer to pay for said electric service in accordance with the following terms and conditions.

- 1) Electric service shall be furnished to Customer's premises located at _____, Two Harbors, in the County of Lake and the State of Minnesota, described on Exhibit A, attached hereto (the "Premises").
- 2) Type of electric service requested:_____.
- 3) The customer will provide payment to the City for all costs as described in "Conditions for Service Extensions" and "Electric Service Regulations".
- 4) This electric service shall be billed at the current applicable rate and class at the time the electric service is used or as approved by any regulating body having jurisdiction thereof.
- 5) The parties hereto mutually agreed to abide by any and all applicable statutes and rules of the Minnesota Public Service commission.
- 6) This Agreement is not assignable to any other party without the express written consent of the City of Two Harbors.
- 7) This Agreement shall be in full force and effect for the term above specified and each party shall be bound unless an express written release is executed by the party not requesting said release.
- 8) Customer has received and agrees to abide by the Electric Service Regulations of the City of Two Harbors.

CITY OF TWO HARBORS

CUSTOMER

By _____

By _____

Title _____

Title _____

CITY OF TWO HARBORS
ELECTRIC UTILITY INFORMATION FORM

PROJECT: _____ Date: _____

LOCATION/ADDRESS: _____

Project Service Characteristics and Load Data:

	SINGLE PHASE		THREE PHASE	
	CONNECTED	EST DEMAND	CONNECTED	EST DEMAND
	LOAD	LOAD	LOAD	LOAD
Lighting	_____ kW	_____ kW	_____ kW	_____ kW
Motor Load	_____ kW	_____ kW	_____ kW	_____ kW
Electric Heat	_____ kW	_____ kW	_____ kW	_____ kW
Air Conditioning	_____ kW	_____ kW	_____ kW	_____ kW
Kitchen Equipment	_____ kW	_____ kW	_____ kW	_____ kW
Receptacles	_____ kW	_____ kW	_____ kW	_____ kW
Other	_____ kW	_____ kW	_____ kW	_____ kW
Sub Total	_____ kW	_____ kW	_____ kW	_____ kW
Existing Loads	_____ kW	_____ kW	_____ kW	_____ kW
<u>TOTAL</u>	_____ kW	_____ kW	_____ kW	_____ kW
Largest Motor	_____ HP		_____ HP	

PERMANENT SERVICE CHARACTERISTICS

<u>UNDERGROUND - No Max KVA</u>			<u>OVERHEAD</u>	<u>MaxKVA</u>
120/240	3W	Single Phase	120/240 3W	100-400 AMP
120/208	4WY	Three Phase	120/240 4WD	150-400 AMP
277/480	4WY	Three Phase	240 3WD	150-400 AMP
		Three Phase	480 3WD	150-200 AMP
		Three Phase	120/208 4WY	150-400 AMP

SERVICE DESIRED _____ SERVICE SIZE _____ AMP

TEMPORARY SERVICE: YES NO (CIRCLE ONE)

OVERHEAD ONLY
120/240 SINGLE PHASE 50 Max. KVA - 200 AMP

SIZE OF SERVICE: _____ AMPS: _____

SIGNED: _____ TITLE: _____

EXHIBIT A

SITE PLAN

Please draw your building site on this piece of paper. Indicate the position of your building on the lot and include the location of the electric service entrance. Other items to note on the drawing: water lines, wells, septic tanks and lines and proposed driveways and walkways. If a print is available of the building layout, please include it with your application. Please note known distances.

NORTH



CITY OF TWO HARBORS

ELECTRIC SERVICE REGULATIONS

1. **SERVICE AGREEMENTS**

An ELECTRIC SERVICE AGREEMENT and an ELECTRIC UTILITY INFORMATION FORM shall be executed by the customer and submitted to the City Electrical Superintendent for review and preliminary approval. All Electric Service Agreements must then be approved by the City Council.

2. **CONDITIONS OF TAKING SERVICE**

Supplying of Service:

Service is supplied only under and pursuant to these Service Regulations. Service is supplied under a given rate schedule only at such points of delivery as are adjacent to facilities of City adequate and suitable, as to capacity and voltage, for the service desired.

Service will be subject to disconnection and deposit requirements as provided, if, at the time of application for services, the customer is indebted to the City for service previously supplied at the same or another address.

Continuity of Service:

The City will endeavor to provide continuous service but does not guarantee a constant supply of electric energy and shall not be liable to customer for damages occasioned by interruption from any cause other than gross negligence of the City. The City shall not be liable for any loss of profits, special, or consequential damages resulting from the use of service or any interruption or disturbance of service.

In the event of power shortage any curtailment among customers shall be made as nearly as practical pro rata without liability on the part of the City to any customer affected.

If any part of service furnished by the City is employed for purpose of pumping water, the City assumes no obligation to maintain an adequate supply for fire protection, or any other purpose, whatsoever, and such use shall not subject the City to any liability to any party for damages to person or property due to failure of water supply resulting from an interruption or deficiency of electric service from whatsoever cause the same may arise.

Suspension of Service for Repairs and Changes:

When necessary to make repairs to or change in its lines or system, the City may, without incurring any liability therefore, suspend service for such periods as may be necessary and, in such manner as to minimize inconvenience to customer.

Use of Service:

Service is for customer's use only. If desired by the owner, the City will permit the installation of individual City meters to measure consumption and render bills on the applicable Rate Schedules to each customer and separately occupied building and occupancy unit.

In no case may customer, except with the written consent of the City, extend or connect an installation to lines across or under a street, alley, lane, court or avenue or other public or private space in order to obtain service for adjacent property through one meter even though such adjacent property be owned by customer. Such consent may be given when such adjacent properties are operated as one integral unit under the same name and for carrying on parts of the same business.

In case of unauthorized remetering, sale, or extension of service to another person, the City after five (5) days written notice, excluding Sundays and legal holidays, may discontinue the supplying of service to customer until such unauthorized act is discontinued and full payment is made for all service supplied or used, billed on proper classification and Rate Schedule, and reimbursement in full made to the City for all extra expenses incurred, including expenses for clerical work, testing and inspections.

Customer's Responsibility:

Customer assumes all responsibility on customer's side of the point of delivery for the service supplied or taken, as well as for the electrical installation, appliances and apparatus used in connection therewith, and shall save the City harmless from and against all claims for injury or damage to persons or property occasioned by or in any way resulting from such service or the use thereof on customer's side of the point of delivery.

Right-of-Way:

Customer shall, without compensation, make or procure satisfactory conveyance to the City of right-of-way for the City's lines necessary and incidental to the furnishing of service to customer and for continuing or extending said lines over, under, across or through the property owned or

controlled by customer in a manner deemed appropriate by the City.

Customer shall allow City personnel access to City owned lines for line maintenance and tree trimming.

Access to premises:

City personnel may enter customer's premises only as authorized by applicable law and regulations.

3. **CUSTOMERS INSTALLATION**

All customers wire, apparatus and equipment will be approved and installed according to the National Electrical Code's most recent edition.

The City may require auto starters or other suitable starting devices for motors above 5 horse power. When poly phase services is supplied, customer shall control the use thereof so that the load at point of delivery is in reasonable balance between the phases.

Changes in Installations:

As the City's service drops, transformers, meters and other facilities used in supplying service to customer have a definite limited capacity, customer shall give notice to the City, and obtain the city's consent, before making any material changes or increases in customer's installation. The City as promptly as possible after receipt of such notice, will give its approval to the proposed change or increase, or will advise customer upon what conditions service can be supplied for such change or increase. The customer will be responsible for all costs incurred by the City to increase service equipment to the customer. Failure to secure the City's approval shall make customer liable for any damage to the City's facilities. When service equipment size is increased, overhead service conductors must be upgraded, if necessary, with the cost borne by the customer.

All electrical work on customers premise will be inspected by the state electrical inspector.

All installations will be so designed so that at any given time, Power Factor is not less than APP 85% lagging.

4. **CITY'S INSTALLATION**

The City will maintain its lines and equipment on its side of point of delivery. The City will not maintain any customer's equipment on customers premise except City owned metering equipment.

Only City employees are authorized to connect City service drops or laterals to customer owned equipment. In residential overhead installations, MN State licensed electricians may make temporary connections with permission from the Electrical Superintendent or his designate.

Relocation of Facilities:

The City, at its discretion, will alter, relocate or remove City facilities as may be requested in writing by Customer. Customer shall pay the City for all costs associated with such

alteration, relocation or removal including any new facilities required to provide service after the alteration, relocation, or removal. These costs to include all material, labor and equipment necessary.

5. **METERING**

The City will provide the electric meter and all instrument transformers, if necessary, in all installations. The City will provide meter bases for the following installations: all single and two family residential dwellings, all single meter commercial and industrial locations, both self contained and transformer rated installations. In commercial and industrial installations, the customer will provide and install an instrument transformer cabinet if necessary. In all residential "underground only" areas, the City will provide and install lot line meter pedestals. All customer supplied meter bases must be approved by the City. All meter bases will be installed at 5' from finished grade by the customer. The City reserves the right to determine all meter locations. All meter bases will be located outside and not covered or obstructed in any manner unless authorized by the City.

6. **DAMAGE TO CITY OWNED FACILITIES**

All repair costs for damage to City owned facilities will be charged to the person causing the damage. Repair costs will include: all materials, labor and equipment needed to restore the installation to its original condition.

Temporary repairs may be made if weather, manpower or shortage of repair material prohibits permanent repairs. Party causing the damage will be responsible for temporary repair costs as well as permanent repair costs.

7. **Locating**

The City will locate all underground City owned facilities at no charge to the customer. The City will locate, to the best of its ability, customer owned service lateral conductors only, as a courtesy to the customer. However, the City **WILL**

NOT assume any liability of any kind, for any damage of any kind, to customer owned service lateral conductors because of mis-marked or incorrect locating.

8. Extension of Electric Service

The following rules will apply to the extension of electric service to new additions or plats in the City not presently served.

The property to be served must be within the corporate limits of the City or that will be annexed to the City.

The type of extension shall be the most feasible as determined by the City and be constructed in accordance with utility standards. When conditions are such as to require line construction other than the City's standard line construction, the City reserves the right to make any necessary adjustments to these rules to meet those conditions. The City reserves the right to stipulate the method of construction, location of poles and/or wires, location of all transformers, and all metering locations. All material for the extension will be purchased by the City.

The Customer will provide to the City satisfactory utility easements with complete legal description, drawing showing location of the easement and title evidence acceptable to the City Attorney without cost to the City, necessary for the construction, maintenance, repair, and operation of the line extension, including the right to trim trees and remove vegetation, as necessary. The Customer will also provide access to the extension on the Customers premise and for continuing the extension to other customers as deemed necessary by the City.

The Customer will provide payment for all material necessary for the construction of the service extension that is purchased by the City. Payment must be made in full before service is provided. The City will provide the labor and necessary equipment to do the construction subject to the last sentence of this Policy and up to a maximum of \$5,000.00. The customer will be responsible for labor and equipment costs that exceed \$5,000. After the completion of the service extension, all facilities installed by the City up to the point of delivery will become the sole property of the City. The City will maintain and repair or replace at their discretion all equipment up to the point of delivery. The point of delivery is described in the "Conditions for Service Extension, Residential and Commercial Installations".

Additional charges to the customer may occur for potential ledge rock, winter construction, other than standard construction, etc.

CONDITIONS FOR SERVICE EXTENSION

INDUSTRIAL AND COMMERCIAL INSTALLATIONS

UNDERGROUND SERVICE

The customer shall complete an application for service form stating project address, type of service requested and the size of the electrical service in the building.

The Customer will provide payment for all material costs for underground service. Customer will provide concrete pad for transformer. Pad to be constructed to City specifications. The City will provide metering equipment as specified in Electric Service Regulations, Section 5, Metering. All material will be purchased by the City for installation on customer premises. After installation is complete, all equipment for electric service up to point of delivery, including the meter base will become the property of the City. The City will maintain and repair or replace, at its discretion, all equipment.

Point of Delivery -

- On self-contained meter systems
"Line" terminals in meter base.
- On Instrument-rated meter systems
Secondary terminals on transformer.

The customer will provide all secondary conductors and retain ownership of same. Repair costs for damage or fault conditions on secondary conductors will be borne by the customer.

The City shall determine the transformer and metering locations at all installations.

The minimum charge for underground electric service is \$250.

VOLTAGE CONFIGURATIONS

The following are voltage configurations offered by the City for underground service:

SINGLE PHASE
120/240 3 WIRE

THREE PHASE
120/208 4 WY
277/480 4 WY

TEMPORARY SERVICE

Temporary overhead service is available. 120/240 3 wire. Single phase maximum 50 KVA. Customer pays all costs to install and remove. Customer will provide temporary service equipment. The City reserves the right to determine location of said equipment.

Underground temporary service is not available. Three phase temporary service is also not available. Moving a temporary service will incur an additional charge based on labor, equipment and material.

The minimum charge for temporary service is \$250.00.

OVERHEAD SERVICE

The customer shall complete an application for service form stating project address, type of service requested and the size of the electrical service in the building.

The customer will provide payment for all material costs for overhead service.

Customer will provide a point of attachment to be located at a point readily accessible to City distribution lines. Customer shall install and maintain said point of attachment. Said point of attachment shall be of sufficient number to support number of service drops from pole to customers premise. Said point of attachment shall be of sufficient strength to support wind and ice loaded weight of the service drop(s) and shall be located as determined by the City.

CUSTOMER REQUESTED UNDERGROUND SERVICE LATERALS

Underground service laterals between customer's service equipment and riser pole will be installed, owned, and maintained by the customer. A Customer supplied and installed over current disconnect located on the riser pole may be required under certain installations. Height of service riser to be determined by the City.

POINT OF DELIVERY:

- Overhead service drop - connection of service drop to the service conductors.
- Underground service laterals - connection of riser pole service conductors and transformer secondary terminals.

The City will provide metering equipment as specified in Electric Service Regulations, Section 5, Metering. All material will be purchased by the City for installation for customer's service.

After installation is completed, all equipment for electric service, up to point of delivery, including the meter base, will

become the property of the City. The City will maintain and repair or replace, at its discretion, all equipment. EXCEPTION: Underground service laterals are the property of the customer. Repair costs for damage or fault conditions on secondary service laterals will be borne by the customer.

The City shall determine all transformer and metering locations at all installations.

VOLTAGE CONFIGURATIONS

The following are voltage configurations offered by the City for overhead service:

<u>SINGLE PHASE</u>	<u>MAXIMUM KVA - AMP</u>
120/240 3 WIRE	100-400
<u>THREE PHASE</u>	<u>MAXIMUM KVA - AMP</u>
120/240 4 WD	150-400
240 3 WD	150-400
480 3 WD	150-200
120/208 4 WY	150-400
277/480 4 WY	150-400

The minimum charge for a permanent overhead service is \$250.00.