Port of Stockton CALIFORNIA

Electric Rate Schedule GS-2

General Service – Demand 50 kW and Greater but Less Than 200 kW

Effective July 1, 2023

Applicability

This Schedule GS-2 is applicable to customers having a demand of 50 to 199 kilowatts. This schedule is also not available to new customers whose meter indicates a maximum demand of 49 kW or less for three consecutive months.

Character of Service

Alternating-current electric service will be supplied by the Port of Stockton (Port) at a frequency of approximately 60 Hertz (cycles per second.) The Port will endeavor to maintain its frequency within reasonable limits, but does not guarantee same. Available alternating current at a frequency of approximately 60 Hertz: 120 volts, 120/208 volts or 120/240 volts, single phase or 240 volts, 240/120 volts, 208Y/120 volts, 480Y/277 volts, 480 volts, 12,470 volts, and to the extent available, at the option of the Port.

The Port's facilities are designed and operated to provide sustained service voltage at the service delivery point, but the voltage at a particular service delivery point, at a particular time, will vary within a fully satisfactory range of 5% of the nominal values shown. The voltage balance between phases will be maintained as close as practicable to 2½% maximum deviation from the average voltage between three phases.

Monthly Charges

The total amount of a customer's bill, excluding applicable local and state taxes and surcharges, will be the sum of the charges listed below and any adjustments for Special Provisions, effective on the date of meter reading for each account.

Monthly Customer Charge ..... $42.06 per meter

Demand Charge (per kW or portion thereof) $3.85

Electric Usage (per kWh)..... $0.2222

Territory Served

The entire area within the Stockton Port District boundary or any other area served by Stockton Port District.

Determination of Demand

Customer's Demand shall be the maximum 15-minute rate of taking in kilowatts measured by meter during the current and previous 11 months. Should the customer's equipment be such as might impose intermittent or violently fluctuating loads on the Port's system, customer's demand for billing purposes may, at the sole option of the Port, be based on a 5-minute interval. (See Special Provision 5.) Whenever the monthly demand has fallen below 50 kilowatts for twelve consecutive months the customer will be served under Electric Rate Schedule GS-1. Whenever the monthly demand has equaled or exceeded 200 kilowatts for three consecutive months the customer will be served under Electric Rate Schedule GS-3 or at the tenant's option, Rate Schedule GS-4. Under certain circumstances, the Port may, at its sole option, estimate the demand of the customer. This will usually be done (a) for new customers whose usage is not yet known; (b) when meter readings cannot be obtained; or (c) when a demand meter is required, but may not yet have been installed. If an estimate is used for customer's demand, then that estimate will be used for customer's demand during the month.

Special Provisions

1. **Customer -** The customer is deemed to be the person or tenant in whose name service is rendered as evidenced by the signature on the application or agreement for that service or where the person is the designated agent for a company or corporation the customer is the corporation. It is the responsibility of the customer to determine the type of service available at any particular location by inquiry at the Port office prior to final design or the purchase of any equipment. Customer shall also ascertain and comply with the applicable codes and requirements of governmental authorities having jurisdiction unless otherwise specified by the Port.

2. **Acceptance of Service -** By accepting service under this rate schedule, the customer agrees to all of its terms and conditions and to pay all bills rendered in accordance with this rate schedule.

3. **Port of Stockton Property -** Port electric utility property is solely for the use of the Port in the conveyance and supply of electric power. Customers, or third parties, may not use Port property (such as poles or transformers) for any purpose, including but not limited to, supporting customer equipment (such as private lights or antennas) or supporting advertising or banners. Customer landscaping and property improvements may not impact Port property by changing elevation in the vicinity of Port property, or by limiting the ability of the Port to access and work on Port facilities. The Port has the obligation and right to remove customer or third-party property from Port facilities, and to correct any improvement that impacts Port property. Customers may be billed for cost in correcting infractions.

4. **Changing Rate Schedules -** Customers may request one rate schedule change in any twelve-month period. The Port may not be required to make more than one change in rate schedules within a twelve-month period unless a new rate schedule is approved or the Customer's operating conditions have changed sufficiently to warrant a change in rate schedule. The Port may not be required to change the Customer's rate schedule where the Customer and the Port have entered into a service agreement designating a specific rate schedule, except in accordance with the terms of the rate schedule or service agreement.

   Changes in rate schedules will take effect starting with the first day of the next Billing Cycle after receipt of the Customer's request to change the rate schedule or meter change date following receipt of the Customer's request to change the rate schedule, unless (1) an agreement between the Port and the Customer specifies another date, or (2) the required metering equipment is unavailable. In those cases, the change of schedule will take effect on the date stated in the schedule or agreement, or the date the metering equipment is available.

   It is the Customer's responsibility to request another schedule or option if the Customer's connected load, hours of operation, type of business or type of service have changed. Where the Customer changes equipment or operation without notifying the Port, the Port assumes no responsibility for advising the Customer of other rate options available to the Customer as a result of the Customer's equipment/operation changes.

5. **Service to Equipment -** Responsibility for designing and operating the system between the service delivery point and the utilization equipment to maintain proper utilization voltage at the line terminals of the utilization equipment shall be borne by the customer.

6. **Short Duration Loads -** Where a customer requires new service or modification to existing service to supply x-ray equipment, welding equipment or other equipment, which presents large demands of short duration to the Port's system, such loads shall be served through a separate meter and transformer. The billing demand for such loads will be based on the sum of the nameplate kVA rating of the equipment or on the nameplate kVA of the Port's transformer, whichever is smaller.

7. **Load Balance -** The customer shall balance the load as nearly as practicable between the two sides of a three-wire service and between all three phases of a three-phase service. The difference in amperes at the customer's peak load shall not be greater than 10% or 50 amperes, whichever is greater; except that the difference between the load on the lighting phase of a four-wire delta service and load on its power phase may be more than these limits. It shall be the responsibility of the customer to keep the load balanced within these limits.

8. **Interference With Service -** The Port reserves the right to refuse to serve new loads or to continue to supply existing loads of a size or character that may be detrimental to the Port's operations or to the service of its customers. Any customer who operates or plans to operate any equipment such as, but not limited to, pumps, welders, furnaces, compressors or other equipment where the use of electricity is intermittent, causes intolerable voltage fluctuations, superimposes a current of any frequency or wave form upon the Port's system, or causes service interference to others, must reasonably limit such interference or restrict the use of such equipment upon request by the Port.

   Any customer causing service interference to the Port's system or others must take corrective action within the specified time limit approved by the Port. If the customer does not take timely corrective action within the specified time period, the Port may, after written notice to customer, either install and activate control devices at the customer's expense on the Port's facilities that will temporarily prevent the detrimental operation, or discontinue electric service until a suitable permanent solution, provided by the customer, is operational.

9. **Adjustment of Bills for Meter Error** – The Port will make the following adjustments to bills as follows:

   1. When, as the result of any test, a meter is found to be more than 2% fast, the Port shall refund, without interest, to the customer the overcharge based on the corrected meter readings for the period in which the meter was in use, not exceeding six (6) months, unless it can be shown that the error was due to some cause, the date of which can be fixed. In this case, the overcharge shall be computed back to such time, but not beyond thirty-six (36) months prior to the date the error is brought to the attention of the Port.

   2. If a meter, as the result of any test, is found to register more than 2% slow, the Port may render a bill, without interest, for electricity consumed but not covered by bills previously rendered, for a period not to exceed six (6) months, provided that if the actual period of error exceeds six (6) months and the same can be definitely determined, the correction to be made, as herein provided, may cover such actual period, but not beyond thirty-six (36) months prior to the date the error is brought to the attention of the Port.

10. **Motor Starting Current Limitations -** The starting of motors shall be controlled by the customer, as necessary, to avoid causing voltage fluctuations that will be detrimental or interfere with the operation of the Port's electric system, or to the service of any of the Port's customers.

11. **Outages and Protective Devices -** It shall be the customer's responsibility to furnish, install, inspect and keep in good and safe condition at the customer's own risk and expense, all appropriate protective devices of any kind or character, which may be required to properly protect the customer's facilities. The Port shall not be responsible for any loss or damage occasioned or caused by an outage or the negligence, or wrongful act of the customer or of any of the customer's agents, employees or licensees in omitting, installing, maintaining, using, operating or interfering with any such protective devices. It shall be the customer's responsibility to select and install such protective devices as may be necessary to coordinate properly with the Port's protective devices to avoid exposing other customers to unnecessary service interruptions. The sustained delivery service voltages are subject to momentary and transient excursions, which may occur in the normal operation of the Port's electric system. Variations or outages to service voltages and frequencies may be due to circumstances beyond the control of the Port. Except for the Port's willful acts and gross negligence, the Port shall not be responsible for any electric service outages or for variations in voltages or frequencies.

12. **Emergency or Standby Generation -** Prior to installing electrical generation, the customer is required to obtain written approval of the Port. Any non-Port owned emergency standby generation equipment that can be operated to supply power to facilities that are also designed to be supplied from the Port's system shall be controlled with suitable protective devices by the customer to prevent parallel operation with the Port's system in a fail-safe manner, such as the use of a double-throw switch to disconnect all conductors, except where the Port has given permission to parallel through a written agreement or contract.

13. **Power Factor Correction -** In the case of neon, fluorescent, luminous, gaseous or mercury vapor lighting equipment, electric welders and other devices having low power factors, the customer may be required by the Port to provide, at the customer's expense, the necessary power factor corrective equipment to increase the power factor of such devices to not less than 90%.

14. **Primary Discount –** When delivery is made at 12,470 volts, the Port may, at its sole discretion, provide a discount to be applied to the amount of the Demand Charge computed as described under Monthly Charges above.

15. **Relocation of Port Facilities** - The Port will relocate Port -owned electric facilities upon customer request, provided that the relocation is technically feasible, that easements or rights-of-way can be acquired for the relocated facilities, and that the relocated facilities are acceptable to neighboring customers. In those situations where the relocation is at the request of the customer, the customer is responsible for all costs associated with the relocation.

16. **Special Facilities -** Where the customer requests the Port to install special facilities and the Port agrees to make such an installation, the additional cost thereof including the present value of continuing ownership costs, if any, shall be borne by the customer.

17. **Multiple Metering -** Warehouses, or groups of buildings on the same premises, may receive service under this Schedule through one meter, provided that the tenant or any other agent of the tenant does not resell such energy. At the convenience of the Port, multiple warehouses with separate meters but served under the same tenant lease may have their meter readings combine into one bill, provided the Monthly Customer Charge is charged for each such meter.

18. **Prorating of Bills -** When a customer switches from another Rate Schedule to this Rate Schedule, the customer's Demand Charge and Customer Charge shall be prorated for the period between the last full billing period and the commencement of the applicability of this Rate Schedule.

19. **Payment of Bills -** All electric service bills are payable upon presentation to the customer and are considered past due on the designated due date stated on the bill. Payment shall be made through the U.S. Postal Service, at the offices of the Port, electronic bill payment or to any duly authorized Port representative.

20. Public Purpose Program Charge – This rate schedule includes a charge for public purpose programs such as energy conservation, demand-side management, and research and development. This charge is the same as that charged by other utilities in the state of California pursuant to Public Utilities Code Section 385. The resulting charge is included in the Monthly Charges, Electric Usage rate.

21. Additional Charges – The following charges are required by state and local government are in addition to those listed above:

i. Energy Commission Surcharge - The California Energy Commission tax was established by the California legislature in 1975, and is administered by the California State Board of Equalization. The purpose of this tax is to provide additional funding for the California Energy Commission (CEC). The Port of Stockton is required to collect the Energy Resources Surcharge Tax pursuant to Part 19 of Division 2 of the California Revenue and Taxation Code.

ii. City of Stockton Utility Users' Tax – The City of Stockton requires that the Port collect a Utility Users Tax from every person consistent with Stockton Municipal Code Chapter 8 Revenue and Taxation, SEC. 8-073.

22. Rate Schedule Changes – All of the terms and conditions of this Rate Schedule are subject to change by the Port of Stockton**.**