

GOLDEN VALLEY ELECTRIC ASSOCIATION, INC.

RULES AND REGULATIONS

Rule 11. Liability of Association

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11.01 Irregularities or Failure of Electric Service

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The Association will strive at all times to provide adequate and uninterrupted Electric Service. However, if the supply of Electric Service shall fail, be interrupted or irregular, or be defective, the Association shall not be liable for any resulting injury, loss, or damage except to the extent caused by the negligence of the Association. The Association will endeavor at all times to conduct its operation using Good Utility Practice.

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11.02 Scheduled and Unscheduled Outages

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a) Scheduled Outages

The Association reserves the right to temporarily interrupt and/or suspend Electric Service in order to make system repairs, modifications, and improvements. In the event interruptions or suspension of Electric Service is required, the Association will make reasonable efforts, where practicable and in accordance with applicable regulations, to provide advance public notice and to schedule such interruptions and/or suspensions as short as reasonably possible and at times of least inconvenience.

b) Unscheduled Outages

The Association reserves the right to limit Electric Service to such extent and duration as may be necessary should the system experience a serious shortage and it becomes necessary for the Association to place into effect a curtailment program.

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L, L₁-Provisions regarding For Member's Equipment and For Consequential Damages respectively have been relocated to Tariff Sheet No. 29.1. See Sections 11.03 and 11.04.

Tariff Advice No. TA302-13 Effective: **November 17, 2017**

Issued by: Golden Valley Electric Association, Inc.

By:  For
 Cory R. Borgeson

Title: President & CEO

RCA No. 13 Original
Canceling: _____

Sheet No. 29.1
Sheet No. _____

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OCT 03 2017
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REGULATORY COMMISSION OF ALASKA

GOLDEN VALLEY ELECTRIC ASSOCIATION, INC.

RULES AND REGULATIONS

Rule 11. Liability of Association (continued)

11.03 Member's Equipment

Irrespective of whether the Association inspects, does not inspect, does not reject or comment following an inspection, or acts in any other manner concerning Member-owned Facilities, the Association does not give any warranty, expressed or implied, as to the adequacy, safety or other characteristics of any structures, equipment, wires, conduit, appliances or devices owned, installed or maintained by the Member or leased by the Member from third parties. It shall be the Member's responsibility to ensure that the Member's structures, equipment, wires, conduit, appliances and devices conform to and are installed in compliance with this Tariff and with all applicable federal, state, and borough statutes, ordinances, and regulations.

11.04 Consequential Damages

The Association will not be liable for any injury, casualty, or damage resulting in any way from the supply or use of electricity to or by Members, or from the presence or operation of the Association's structures, equipment, wires, conduit, appliances, or devices on the Member's premises unless injury or damage results from the negligence of the Association.

11.05 Uncontrollable Forces

The Association puts all Members on notice that Electric Service may be suspended or curtailed because of uncontrollable forces. Uncontrollable forces include, but are not limited to, any cause beyond the control of the Association and which by the exercise of due diligence, the Association is unable to prevent or overcome, including but not limited to: acts of God; fire; flood; volcano; earthquake; explosion; sabotage; an act of public enemy, civil or military authority; including court orders, injunctions and orders of government agencies of competent jurisdiction; insurrection or riot; an act of the elements; failure of equipment; or, the inability to obtain or ship equipment or materials because of the effect of similar causes on carriers or shippers. Strikes, lockouts, and other labor disturbances shall also be considered uncontrollable forces.

L-Provisions regarding Member's Equipment were originally located on Tariff Sheet No. 29.
L1-Provisions regarding Consequential Damages were originally located on Tariff Sheet No. 29.

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By:  FOR
Cory R. Borgeson

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