

OCOTILLO WATER CONSERVATION DISTRICT
Electric Service Guidelines

June 2017

1.0 **PREAMBLE**

1.1 **All Services Provided:**

1.1.1 These Electric Service Guidelines are a part of all Service Agreements for receiving electrical capacity and energy (“Power”) from the Ocotillo Water Conservation District (hereafter referred to as the “District” or “OWCD”), and apply to all Power received from the District, whether the Power is based upon contract, agreement, signed application, or otherwise. A copy of this document, together with a copy of the District’s schedule of rates and charges, shall be open for inspection at the offices of the District.

1.2 **Revision:**

1.2.1 These Electric Service Guidelines may be revised, amended, supplemented, or otherwise changed by the Board of Directors from time to time, without notice to the Customer other than that required under the open meeting laws of Arizona (A.R.S. §§38-431 *et seq.*). Such changes, when effective, shall have the same force as the present Electric Service Guidelines.

1.3 **Conflict:**

1.3.1 In case of conflict between any provision of a rate schedule and any Electric Service Guidelines provisions, the rate schedule shall apply. If an issue arises which is not, or is only partially addressed in these Electric Service Guidelines or other applicable documents, the District reserves the right to then consider the issue and implement the policy or practice pertinent to it.

2.0 **APPLICATION FOR SERVICE**

2.1 **Standard Form of Application**

2.1.1 Regardless of the form of application for service, the delivery of electric service by the District and the acceptance thereof by the Customer shall be deemed to constitute an agreement to be bound by these Electric Service Guidelines.

2.1.2 The effective date of any Service Agreement, if not otherwise specified in the Service Agreement, is the day the Customer’s equipment/installation is connected to the District’s facilities for the purpose of providing Power to the Customer.

2.2 **Security Deposits – Residential**

2.2.1 Before furnishing service to a prospective Residential Customer desiring electric service, the District may require the prospective Residential Customer to furnish a refundable cash security deposit guaranteeing the payment of power bills. See attached Schedule of Charges and Fees for applicable security deposit amounts.

2.2.2 The cash security deposit may be waived under the following conditions:

2.2.2.1 The Customer’s electrical service within the past two (2) years has not been disconnected for nonpayment; or

2.2.2.2 Customer’s electrical service with the District within the past two (2) years has not been delinquent more than two times during the previous twelve (12) consecutive months of service; or

2.2.2.3 A report satisfactory to the District is obtained by the District from a credit reporting agency of the District’s choice.

- 2.2.3 Return of Security Deposit
 - 2.2.3.1 Security deposits may be credited against the Residential Customer's account after two (2) years of satisfactory payment of bills by the Customer.
 - 2.2.3.2 Cash security deposits will not be credited to the Customer's account or returned to the Customer if:
 - 2.2.3.2.1 The Customer has been delinquent more than two (2) times on the payment of bills, or
 - 2.2.3.2.2 The Customer's service is disconnected for nonpayment during the past twelve (12) consecutive months, or
 - 2.2.3.2.3 The District determines that the Customer's future ability to pay in a normal manner may be in jeopardy.
- 2.2.4 Upon termination of service, any remaining security deposit will be applied by the District against unpaid bills of Customer. The remaining balance, if any will be refunded to Customer.
- 2.2.5 Security deposits accrue no interest.

2.3 Security Deposits – Nonresidential

- 2.3.1 Before furnishing service to a prospective Nonresidential Customer desiring electric service, the District may require the prospective Nonresidential Customer to furnish a security deposit guaranteeing the payment of power bills. See the attached Schedule of Charges and Fees for applicable security deposit amounts. The security deposit may come in the form of a suitable lien guaranteeing the payment of power bills or, in the alternative, a cash deposit, surety bond, or other suitable guarantee.
- 2.3.2 Return of Security Deposit
 - 2.3.2.1 The District will review requests for refunds of cash Nonresidential security deposits or other instruments of credit, on a case-by-case basis. Said Nonresidential security deposits may be credited against the Customer's account after two (2) years of satisfactory payment of bills by the Customer.
 - 2.3.2.2 Cash security deposits or other Instruments of Credit will not be returned to Customer if:
 - 2.3.2.2.1 The Customer has been delinquent more than two (2) times on the payment of bills in the past twelve (12) consecutive months, or
 - 2.3.2.2.2 The Customer's service is disconnected for nonpayment during the past twelve (12) consecutive months, or
 - 2.3.2.2.3 The District determines that the Customer's future ability to pay in a normal manner may be in jeopardy.
- 2.3.3 Upon termination of service, any remaining Nonresidential security deposit will be applied by the District against unpaid bills of Customer. Any remaining balance will be refunded to the Nonresidential Customer.

2.3.4 The District may request an additional security deposit be made due to the Customer's past-due amounts or late payment history, or if the District determines that the Customer's future ability to pay in a normal manner may be in jeopardy, or for any other reason. Nonpayment of the additional security deposit will be grounds for termination[?] of service.

2.3.5 Security deposits accrue no interest.

2.4 Nothing in these Electric Service Guidelines prevents the collection of additional or new deposits from either Residential or Nonresidential Customers when conditions warrant, as determined by the District. Nonpayment of the additional security deposit will be grounds for termination of service.

3.0 **PAYMENT OF POWER BILLS**

3.1 All bills for Power, service, or other matters, shall be due and payable to the District when mailed to the Customer. All bills shall become delinquent fifteen (15) days after the billing date stated on the billing statement. If delinquent, Customer shall be charged a Late Fee, in an amount determined by the District from time to time, as set forth in the Schedule of Changes and Fees. All services under said Customer's name are subject to disconnection thereafter. District will discontinue all service to said Customer until such time as all sums owed to the District shall have been paid in full. Failure to receive mail by the Customer will not be recognized as a valid excuse for failure to pay bills when due.

3.2 All regular billing periods shall be assumed to have thirty (30) days.

3.3 Where a Residential Customer moves to another location within the District, a closing bill will be rendered for the old location account and any amounts owed will be transferred to the new location account.

3.4 Any failure of the District to render a complete monthly bill shall not be a waiver of the District's right to payment for services supplied by the District.

3.5 When the Customer's service entrance is energized for the Customer's convenience, but un-metered, the Customer will pay a predetermined Customer charge and fixed energy use charge.

3.6 The Customer shall notify the District of discrepancies in billing for services provided by the District. The District will not consider the amount in dispute for collection action until the District has verified that the bill was correct, provided the Customer notifies the District of the claim before the amount becomes delinquent and pays all other amounts billed.

3.7 If the Customer has two (2) or more services with the District and one (1) or more of such services is terminated for any reason leaving an outstanding bill and the Customer is unwilling to make payment arrangements that are acceptable to the District, the District shall be entitled to transfer the balance due on the terminated service to any other active account of the Customer. The failure of the Customer to pay the active account shall result in the suspension or termination of service there under.

4.0 **DISCONTINUANCE OF SERVICE**

4.1 Customers of the District may request discontinuance of service. The District may refuse to establish or refuse to restore electric service, after proper notification to Customer in accordance with these Electric Service Guidelines. The District shall not discontinue service to any Customer for violation of these Electric Service Guidelines without first having used due diligence to give Customer notice of such violation and a reasonable opportunity to cure the violation.

- 4.1.1 Nonpayment of Charges
 - 4.1.1.1 The District may refuse to connect or may discontinue service to Customer for failure to pay all charges for service by the designated due date. Customer shall have the right to pay the full balance of any delinquent account and avoid disconnection of service at any time prior to the actual disconnection of service by District.
- 4.1.2 Unlawful of Unsafe Apparatus
 - 4.1.2.1 The District may refuse to connect or may discontinue service to Customer for the theft, bypass, or tampering of the metering apparatus or electric current devices. The District may also refuse to connect or may discontinue service to Customer for any wiring or equipment operated in an unsafe condition or in violation of the law. If, the District determines that a Customer's wiring or equipment constitutes a dangerous condition, the District may discontinue service to that Customer without prior notice.
- 4.1.3 Access
 - 4.1.3.1 The District may refuse to connect or may discontinue service to Customer who refuses to provide, or does not provide the necessary permanent accessibility to the District's equipment for the purposes outlined in Section 6.15, including but not limited to testing, inspection, metering, maintenance, and repair of District facilities.
- 4.1.4 Service Detrimental to Other Customers
 - 4.1.4.1 The District reserves the right to refuse to connect or discontinue service to Customers, whose loads are of a character which may seriously impair service to any other Customer in the District. The District shall also have the right to discontinue service to any Customer who shall continue to use appliances or apparatuses detrimental to the service after being notified by the District of the detrimental nature of that appliance or apparatus.
- 4.1.5 Noncompliance
 - 4.1.5.1 The District may refuse to connect or discontinue service for the violation of any part of these Electric Service Guidelines.
- 4.1.6 Continued Obligations
 - 4.1.6.1 The discontinuance of service by the District for any causes stated in these Guidelines does not release Customer from its obligations to the District for the payment of minimum bills as specified in the application of Customer or the contract with Customer.
- 4.2 The right to discontinue service for default may be exercised whenever and as often as default shall occur; and neither delay nor omission on the part of the District to enforce this rule at any one (1) or more times shall be deemed a waiver of its right to enforce the same at any time, so long as the default continues. Additionally, District shall have the right to bill the Customer for the theft of any current, as estimated by District.
- 4.3 When service is discontinued for failure of a Customer to pay a delinquent account or for any other reason outlined in these Electric Service Guidelines, if the Customer desires electric service to be restored at the same location, the Customer shall be required to pay a reconnection charge as set forth in the Schedule of Charges and Fees.

4.4 **Individual Liability for Joint Service**

- 4.4.1 Where two (2) or more Customers join in one (1) application or contract for District services, they shall be jointly and severally liable and shall be billed by means of a single monthly bill mailed to the person designated on the application to receive the bill. The District shall have the right to collect the full amount from any one of the Customers who joined in the contract for District services.
- 4.4.2 Notwithstanding the Customers listed on the joint application for District services, all adults who occupy the premises or receive the benefit of service are responsible jointly and severally for the payment of the bills for District services used, unless the District, in writing, acknowledges that one (1) or more of the adult occupants is not responsible. Those receiving benefit of service at the premises may include the applicant, i.e., the customer of record, and / or a number of other adults, such as in the case with multiple roommates or multiple users of a common well. When the applicant, i.e., the customer of record vacates the premises or otherwise terminates services, the remaining adults, who benefited from the District services, can be held liable for the District billings incurred during the period they resided at the premises, or otherwise benefited from District services.
- 4.4.3 The District may deny or discontinue service for nonpayment of a delinquent bill when the District determines that the applicant or one (1) or more of the adults benefiting from a prior service, continues to occupy the premises or in any other way benefits from District services. In addition, the District may deny or discontinue service to an applicant at a new address or service, if a delinquent District billing remains unpaid from a prior service, at which the District has determined that the applicant benefited from those services.

5.0 **SERVICE FEES**

5.1 **Service Establishment, Reconnect or Re-Establishment Fees**

- 5.1.1 An electric service establishment fee will be assessed per meter each time the District is requested by the Customer to establish, reconnect or re-establish electric service to Customer's delivery point, or to make a special read without a disconnect and calculate a bill for a partial month.
- 5.1.2 A service establishment fee will normally be collected before establishment, reconnection, or re-establishment of electrical service.
- 5.1.3 With the exception of a reconnection for nonpayment, the billing for the service establishment fee may be rendered as part of the service bill, but not later than the first service bill. Payment for reconnection due to nonpayment will be prior to or at the time of reconnection of service.

5.2 **Issuance of Refund Credit to Customers with Other Open Accounts**

- 5.2.1 Final credits from closed accounts may be moved over to other open accounts in the same Customer's name. This reduces the cost and risk to the District and can have a similar benefit for the Customer.
- 5.2.2 Refund checks issued while the Customer has other open accounts will only be considered for Customers in similar standing as those required for return of deposits in **Section 2.2.3**.

5.3 **Check Re-Issuance Fee**

- 5.3.1 When the District is requested to re-issue a check, a fee may be deducted from the check total to offset a portion of the District's cost.

5.3.2 Although the District will attempt to locate Customer's most recent mailing address, it remains the responsibility of the Customer to communicate updated information to the District. Should a check require re-issuance due to insufficient mailing address information, this fee will be deducted from the total check amount.

5.4 **Minimum Bill Charge**

5.4.1 A Minimum Bill Charge may be collected to cover the costs of electrical infrastructure (wires, poles, transformers), service equipment, and personnel that are in place and ready to deliver Power at a location that is using little or no Power. Current rates are structured to collect these costs in the usage charges. If the same Customer disconnects and reconnects within 12 months, a charge equivalent to the minimum bill that would have been collected will be assessed.

6.0 **METERING & CONSTRUCTION PROVISIONS**

6.1 The Point of Delivery is the point, as designated by the District, at Customer's premises where current is to be delivered to building or premises without regard to the District's meter, transformer or other apparatus. All wiring and equipment beyond this Point of Delivery shall be installed and maintained by Customer.

6.2 The Customer shall provide a suitable service entrance to the premises at the point of easiest access to the distribution line from which service is to be taken. Such entrance shall be continuous and free from the possibility of unwarranted tampering or interference.

6.3 The Customer shall furnish and install a suitable meter socket for the District's meter as a part of the service entrance equipment. Where metering transformers are required, the Customer shall furnish and install a suitable enclosure to be approved by the District. (District may, at its discretion, provide these facilities on the condition that the Customer or Developer makes a Contribution in Aid of Construction (CIAC) equal to the cost of such work provided by District).

6.4 Meter sockets shall be placed in locations that are always accessible and will afford proper protection against damage to the District's meters. Unless special permission is obtained, the meter socket shall be located six (6) feet above the ground. Service entrance and metering provisions shall conform to the established standards of the District.

6.5 All wiring of the Customer must conform to Municipal, State, and the District's requirements and accepted modern standards, as exemplified by requirements of the National Electric Safety Code, and the National Electric Code. Customer shall hold District harmless and free from any and all damage or liability resulting to the District as a result of Customer's failure to comply with such standards.

6.6 The District and/or the State, County, City Electrical Inspector, shall have the right, but shall not be obligated, to inspect any installation before electricity is delivered or at any later time, and reserves the right to reject service to any wiring or appliances not in accord with the District's standards.

6.7 A Customer with service at no less than 277/480 volts and 2,000 amps desiring the advantages of total electrical usage at a given premise or enterprise billed as a unit, must bring wiring to a central point at the Customers expense, so that the entire load for a given type of service may be supplied through a single service lateral and one (1) meter.

6.8 When two (2) or more classes of use exist within a single desired service location; the District may require that each class of use be metered separately. Different classes of use may be supplied through a separate service lateral at the sole discretion of the District.

- 6.9 The District will install and maintain all meters and other equipment necessary for measuring the electric service used by the Customer. Should the Customer desire the installation of additional meters other than those necessary to adequately measure the service taken by the Customer, such additional meters shall be supplied, installed and maintained by the Customer.
- 6.10 The District will, at its own expense, make periodic tests and inspections of its meters in order to maintain a high standard of accuracy. The District will make additional tests or inspections of its meters at the request of the Customer. If tests made at the Customer's request show that the meter is accurate within two percent (2%) slow or fast, no adjustment will be made in Customer's bill, and the Meter Testing Fee will be paid by the Customer per meter. In the case where the test shows the meter to be in excess of two percent (2%) fast or slow, an adjustment shall be made in the Customer's bill over a period of not more than ninety (90) days prior to date of such test, and cost of making the test shall be borne by the District.
- 6.11 Customers desiring underground service lines from the District's overhead system must bear the excess cost incident thereto. Specifications and terms for such construction will be furnished by the District on request.
- 6.12 All meters, instrument transformers, service connections, and other equipment furnished by the District shall be, and remain, the property of the District. Customer shall provide dry zone landscaping space for equipment and exercise proper care to protect the property of the District on Customer's premises.
- 6.12.1 In the event of loss or damage to the District's property arising from neglect of Customer to care for same, the cost of the necessary equipment repairs, removal or replacement shall be paid by Customer.
- 6.13 Meters will normally be read the same day of each month except there will be a three (3)-day allowance each way to take care of Sundays, holidays or other unusual conditions.
- 6.14 The District may estimate bills under any Rate Schedule based on a reasonable usage estimate made by the District if any of the following conditions apply:
- The meter fails to register accurately;
 - The meter reader is unable to obtain a meter reading because of locked gates, safety concerns, inclement weather, work load or other deterrent;
 - Service is temporarily supplied without a meter;
 - A contrivance has been used to circumvent the accurate registration of metering devices; or
 - The meter reading schedule has been officially changed so that readings are taken at other than monthly intervals and estimation is necessary to compute the monthly bill.
 - In the event of appreciable error of any estimate, the District will revise such estimate on the basis of the best evidence available.
- 6.15 **Access.**
- 6.15.1 In accepting service, the Customer grants to the District and its employees and agents, an unconditional right of access to the premises of the Customer at all reasonable times for purposes such as installing, connecting, reading, testing, repairing, adjusting, disconnecting, removing, exchanging, or inspecting any of District's meters, wires, poles or other equipment.
- 6.15.2 All employees authorized to do work for District on the premises of the Customer will carry badges or other suitable identification, which they are instructed to show to the Customer upon request.

6.16 **Switch Operation**

6.16.1 All connections to and disconnects from District facilities shall be made only by District personnel or its agents. Such operations which shall be performed only by District personnel or its agent shall include the opening and closing of switches, clamps or other devices by which the Customer's facilities are connected to the District facilities.

6.16.2 Any Customer violating this Section, directly or through the actions of their agent or contractor, shall be liable for any damages that may result and shall further be subject to having service discontinued without notice by the District.

7.0 **EASEMENTS**

7.1 All suitable easements or rights-of-way required by the District for the provision of electric service which are on sites owned, leased or otherwise controlled by the Customer shall be furnished in the District's name by the Customer without cost to the District and in a reasonable time to meet proposed service requirements.

7.2 When Customer constructed facilities (irrigation systems or sprinklers) or vegetation (trees, shrubs, vines, etc.) located on Customer premises encroach upon any of the District's lines or other equipment and interfere with District's ability to safely operate, maintain and protect the electric system, the District has the right to remove such equipment or vegetation obstruction and the cost of removal shall be paid by the Customer.

7.3 The District shall not be liable to Customer for any damages associated with the pruning or removal of such vegetation or equipment obstructions, including, but not limited to, the value of or replacement cost of such vegetation or equipment.

8.0 **FRAUD / POWER THEFT**

8.1 A Customer may not connect a wire or contrivance to any apparatus used by the District to supply electricity to a Customer, nor can the Customer provide power to any device by induction from the District's lines, in such manner that the Customer takes electricity for which is not properly metered or accounted.

8.1.1 No meter or other instrument installed for measuring the quantity of electricity consumed may be wrongfully obstructed, altered, injured, bypassed or prevented from functioning.

8.1.2 When power is diverted and District metering apparatus is bypassed in any way, including but not limited to those above, the District may assess a reconnection fee to the Customer's billing, require a new deposit, an establishment fee, three times the estimated fraudulent unmetered usage, and a Power Theft Fee.

8.1.3 Bills for unmetered electricity may include the full cost incurred by the District to investigate and confirm diversion of electricity. The District also reserves the right to impose additional charges, as it deems appropriate, when a provision of this Section has been violated. Bills for all such charges are due and payable immediately upon presentation unless otherwise agreed to by the District.

8.2 If the District has any evidence that any of the conditions of Section 8 exist, the District may, at any time, without notice, discontinue the supply of electricity to the Customer and remove the meter or meters, apparatus and wires, and any evidence of the condition.

8.2.1 Under Arizona Revised Statutes § 13-3724 D, obtaining utility service fraudulently is a Class 6 Felony.

8.3 The District will charge the Customer for periods of unmetered service, using data from available records and information. In the event of damage to meters or service equipment, the current Customer of record shall pay the District based on estimated energy usage and not previously billed, as well as any District costs associated with restoring proper metering or service.

8.4 A Customer must notify the District prior to adding any facility or device which utilizes un-metered electric energy. Failure to do so will result in back billing of connection fees and any applicable District energy or energy-related charges from the initial date of operation and, at the District's option, assessment of an additional fee, as determined by the District for each unreported unmetered facility or device, or other amounts as specified in these Electric Service Guidelines.

9.0 **INTERRUPTION OF SERVICE**

9.1 The District shall exercise diligence and care to furnish and deliver a continuous supply of electric energy to the Customer but will not be liable for interruption, or shortage of supply, whether caused by accident, failure or shortage of District's supply of power, increased loads, cancellation or expiration of District's contracts, breakdown or failure of District's facilities, strikes, uncontrollable force as defined herein in Section 15.6, or any conditions beyond the District's reasonable control. In the event of such interruption or shortage, the District shall not be liable for any loss or damage caused thereby.

9.2 The District, whenever it finds it necessary for the purpose of making repairs or improvements to its system, shall have the right to suspend, temporarily, the delivery of electric service. In all such cases, when practicable, notice shall be given to the Customer pursuant to the notice terms of in these Electric Service Guidelines. The repairs or improvements made by the District will be prosecuted with diligence, and as is feasible, at such times as will cause the least inconvenience to the Customer.

9.3 If Load reduction is required, Customer Load will be curtailed as deemed practicable by the District at its sole discretion. In the event of such curtailment, the District shall not be liable for any loss or damage caused thereby.

10.0 **RATE INCREASES**

10.1 District is a nonprofit political subdivision and municipal corporation under the laws of the State of Arizona. The electric service rates charged by the District, as set out in the District's Rate Schedules, are subject to increase or decrease at any time through properly noticed actions of the District's Board of Directors in order to make the District self-sustaining, taking into account reasonable needs for depreciation, new construction and like requirements. When reasonably possible, District will endeavor to notify its Customers prior to the effective date of any increase in the District's rates.

11.0 **TEMPORARY SERVICE**

11.1 The District may, when it will not impair power for District Customers' needs, supply temporary service contingent on availability of power and facilities.

11.2 Unless otherwise specified under special contract, Customers requesting temporary service are required to provide a Contribution in Aid of Construction (CIAC) equal to the cost of installing and removing the facilities required to furnish electric service, less the estimated salvage value of installed facilities. All installed facilities and equipment will remain District property. Upon termination of service, the District may remove its facilities and equipment.

- 11.3 Customers under temporary service agreement shall be billed for electric power and energy received under the applicable rate schedule and deposit requirement for permanent service of like character and size.
- 11.4 No additional Customer will be connected to a temporary extension except under agreement to bear pro-rata share of cost of initial extension in addition to the cost of extension necessary to serve additional Customer. In such case, an adjustment shall be made on a pro-rata basis with Customers on initial extensions.

12.0 **CONDITIONS GOVERNING EXTENSIONS OF ELECTRIC DISTRIBUTION LINES AND SERVICES**

12.1 Unless otherwise specified elsewhere in these Electric Service Guidelines, all specifications and requirements for extensions will be governed by one (1) or more construction agreements. Request for relocation or conversion of OWCD facilities will have design fee associated with each project including one hundred percent (100%) of material and labor cost shall be borne by the requestor.

12.2 **Line Extensions**

12.2.1 All extension Customers will pay one hundred percent (100%) of all the costs of a Line Extension including 10% loadings for OWCD's administrative costs.

12.2.2 Design deposits will be received before design work commences. These amounts will be applied to the payment for the full costs of the project. These will be retained if project is not completed.

13.0 **CONDITIONS THAT APPLY TO ALL CUSTOMERS**

13.1 Payment of all estimated costs must be received prior to any District design or construction activity.

13.2 The Customer shall make or procure satisfactory conveyance to the District of Right-of-Way (ROW) for the District's facilities across all property necessary or incidental to the furnishing of service by the District. Upon request of the District, Customer shall allow installation of other utilities on said ROW.

13.3 **VOLTAGE FLUCTUATIONS CAUSED BY CUSTOMER**

13.3.1 Electric service must not be used in such manner as to cause unusual fluctuations or disturbances on District's system. The District may require Customer, at Customer's own expense, to install suitable apparatus which will reasonably limit such fluctuations.

13.4 **ADDITIONAL LOAD**

13.4.1 District's service wires, transformers, meters and other devices used in the supply of electricity to the Customer's installation each have a definite capacity. No addition to the equipment or load connected thereto will be allowed except by consent of the District. If Customer desires to increase the amount of its connected load, Customer will give District reasonable advance notice, in order that District may change its equipment accordingly. Failure to give such advance notice may result in damage to District's equipment, possible extended interruption of the Customer's service, and possible damage to equipment of other Customers. When such damage is due to failure of the Customer to give advance notice, District may require the Customer to pay the full cost of repairing or replacing the damaged equipment caused by such additions or changes in loads.

13.5 If requested by the District, a site, plot plan, and electrical diagrams must be furnished to the District. Line extensions on which payment of estimated construction costs have been made by Customer shall remain the sole property of the District free from any lien or right in favor of the Customer who paid the estimated cost of construction, except for the right to receive service under an applicable Rate Schedule at the premises specified in an application for service.

- 13.6 Any Customer requesting that District prepare detailed plans, specifications, or cost estimates will be required to pay District an amount equal to the estimated cost of preparation. Where the Customer authorizes District to proceed with construction of the extension, the payment will be credited to the actual cost of construction; otherwise the payment will be nonrefundable.
- 13.7 Existing Customers who substantially increase their electric load or a new Customer with a projected electric load where such increase or projected load is of such magnitude that District is obligated to add or enlarge its facilities, will be required to make a Contribution in Aid of Construction (CIAC) in an amount equal to District's cost of construction.
- 13.8 A Customer who requests relocations, modifications, or other alterations of the District's facilities for the Customer's own benefit will be required to make a CIAC in an amount equal to District's construction costs.
- 13.9 Any line extension and / or reconstruction of existing single and dual phase facilities to dual or three-phase facilities may be individually evaluated by the District.
- 13.10 Customer contributions may be entitled to a partial refund in the event District extends service to another Customer from such extension. The calculation of the amount to be refunded to the original Customer will be based on the contribution made by the new Customer.
- 13.10.1 The amount of any refund to the existing Customer will be collected as a portion of the contribution from the new Customer. For the purpose of determining refunds to the original Customer, no more than one (1) new Customer requesting a connection to the original extension will be considered. After five (5) years, the original Customer will not receive a refund for any new line extensions on that line.
- 13.11 **NONSTANDARD SERVICE**
- 13.11.1 The Customer shall pay the cost of any special installation necessary to meet particular requirements for service at other than standard voltages, or for the supply of closer voltage regulation than required by standard practice.
- 13.12 **UNDERGROUND SERVICE**
- 13.12.1 Requests for underground services will be considered separately by the District. In all cases, however, the Customer will provide the following:
- 13.12.1.1 All earthwork including, but not limited to, trenching, boring or punching, conduits, backfill, compaction, and surface restoration in accordance with District specifications. District may, at its discretion, provide this service, provided that the Customer makes a Contribution in Aid of Construction (CIAC) equal to the cost of such work provided by District.
- 13.12.1.2 If an armored cable or special cable covering is required, Customer will make a Contribution in Aid of Construction (CIAC) equal to the additional cost of such cable or covering.
- 13.13 **NOTICE TO DISTRICT OF TROUBLES AND ISSUES**
- 13.13.1 Customer shall notify the District immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of electricity.

14.0 **CUSTOMER EQUIPMENT OPERATION**

- 14.1 District may refuse or disconnect service when the Customer's wiring or equipment is so designed or operated as to disturb service to other Customers or constitutes a physical or electrical hazard as determined by District. Customer is responsible for lightning protection; protection devices shall be rated for 10,000 amps interrupting with ground; over current and overvoltage protection. All motors connected to District's lines will be of a soft start type as required by the District, or will be equipped with protective devices to restrict the starting current to acceptable limits.
- 14.2 A Customer receiving three-phase electric service will maintain, as nearly as is reasonably possible, equal currents in the three phases at the Point of Delivery. If, at any time, the current in any phase will exceed the average of the currents in the three phases by more than five percent (5%), the amount to be paid for by the Customer for the period during which the unbalance occurs may be increased by a percentage equal to that of the unbalance.
- 14.3 District is not responsible to the Customer, and the Customer will release District for damage to motors or other current-consuming equipment resulting from any phase reversals, single-phasing of three-phase service, or other similar conditions except where such damage is the direct result of District's gross negligence.

15.0 **LIABILITY**

- 15.1 District assumes no responsibility for and makes no warranty, express or implied, regarding the sale or delivery of power and energy by the District. The District, its directors, officers, and employees are not liable for any losses or damages occasioned by or resulting from, directly or indirectly, from the power and energy interruption, shortage, failure, or cessation of service. Nor does District make any warranty, express or implied, including the warranties of merchantability or fitness for a particular purpose, as to the adequacy, safety, operation or other characteristics of any of the structures, equipment, wires, conduits, appliances or devices owned, installed, operated or maintained by the Customer or leased by the Customer from third parties.
- 15.2 Except in those instances when District is grossly negligent, the Customer will indemnify and hold the District harmless for, from and against all claims for loss of or injury or damage to persons or property arising out of the delivery or use of electric service at or on the Customer's side of the Point of Delivery. Except in those instances when District is grossly negligent, District will not be liable for the loss of or injury or damage to Persons or property arising out of the delivery of electricity or from the presence or operation of District's facilities, wires, equipment, or structures on or near the Customer's premises.
- 15.3 District will endeavor at all times to provide a regular and uninterrupted supply of service but does not guarantee the same.
- 15.4 Notwithstanding any other provision of these Electric Service Guidelines, each Customer receiving electrical service from the District shall install and use protective devices and equipment and take all other reasonable precautions which are reasonably designed according to accepted industry standards to avoid property damage or personal injuries resulting from the use, misuse or unavailability of electrical power, or from excessive voltage, current or frequency fluctuations, noise or other failures or malfunctions in the supply of electrical power.
- 15.5 No electrical generation device may be connected to any portion of a Customer's electric system that is connected to the District's electric system, unless the District has been notified of and approved of such a connection. Such notification and approval must be in writing.

- 15.6 District will not be liable for any losses, costs, damages, or expenses arising out of any interruption of service or caused by an uncontrollable force. The term Uncontrollable Force, shall be deemed for purposes of these Electric Service Guidelines to include but not be limited to flood, earthquake, wind, tornado, storm, lightning, and other natural catastrophes, fire, epidemic, failure of facilities, war, riot, civil disturbances, labor disturbances, labor disputes, strikes, sabotage, restraint by court or public authority, action or non-action by or failure to obtain the necessary permits, licenses, authorizations, or approvals from any governmental agency or authority, or any like cause beyond the control of District which by exercise of due diligence District is unable to overcome. District will exercise due diligence in restoring service in the event interruptions occur. Nothing herein will be construed to require District to settle a strike or labor dispute.
- 15.7 District will have no liability or obligation for any direct, indirect or consequential loss, damage, claim, charge, cost or expense of any kind or nature arising out of the procedures for curtailment or interruption of electric service effected by it in accordance with these Electric Service Guidelines. In consideration for the services being rendered to it, the Customer hereby releases and holds the District harmless for, from and against any direct, indirect or consequential loss, damage, claim, charge, cost or expense of any kind or nature that has resulted or may result, arising out of curtailment of or interruption to electric service to the Customer.
- 15.8 The waiver by District of any breach of any term, covenant, or condition herein contained shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained.

SCHEDULE OF CHARGES AND FEES

DESCRIPTION OF CHARGE OR FEE		AMOUNT	EXPLANATION
01 CHECK RE-ISSUANCE FEE			
	Per Check	\$35.00	NOTE: If the District is asked to re-issue a check, a fee may be deducted from the check total to offset a portion of the District's costs.
02 CREDIT CARD FEE			
	Credit Card Payments	NONE	NOTE: Credit card payments are accepted with No Service Fees passed onto the customers at this time.
03 DAMAGE REPAIR FEES			
	03 A Damaged Meter (Per Meter)	\$115.00	Per Meter (Any Type)
	03 B Damaged Rotary Lock (Per Lock)	\$10.00	Per Lock / Per Meter
	03 C Damaged Steel Lock-Ring (Per Ring)	\$25.00	Per Lock Ring / Per Meter
04 LATE FEE			
	Late Fee - ALL Billing Classes (Per Account)	\$4.00 *	NOTE: Two Percent (2%) of Unpaid Balance (*\$4.00 <i>Minimum</i>) Balances of \$10 or less are <u>not</u> assessed a late fee.
05 METERING FEES			
	07 A Nonautomated Meter Reading Fee (Per Meter / Per Month)	\$30.00	NOTE: Per Meter / Per Month - Fee charged for monthly site visit required to have meter reader services provided to customers who choose to retain Nonautomated Meters. Customers who opt out and elect to retain Nonautomated Meters will be billed under the Standard Residential Rate (01) and will not be eligible for Time-of-Use Plans.
	07 B Enrollment Fee for Nonautomated Meter Reading (Per Meter)	\$75.00	NOTE: Fee to sign up those customers who elect to continue to use Nonautomated Meter (Per Meter)
	07 C Meter Testing Fee (Per Meter) – All Meter Types	\$25.00	NOTE: See Section 6.10 for complete explanation of variance and billing adjustments (if applicable)

06 MINIMUM BILL CHARGE				
	ALL Billing Classes (Per Account)	Per Rate Schedule		Accounts are subject to a monthly Minimum Bill Charge. Same customer reconnecting within twelve (12) months will be assessed the Minimum Bill Charge per month for each month service location was disconnected.
07 NO ACCESS FEE				
	ALL Billing Classes	\$75.00		See Section 6.0
08 PAYMENT ARRANGEMENTS FEE				
	10 A ALL Billing Classes (Per Initiation of Arrangement / Per Account)	\$5.00		Per Account / Per Initial Arrangement Set up
	10 B ALL Billing Classes (Per Modification to Arrangement / Per Account)	\$5.00		Per Account / Per Modification to an Existing Arrangement
09 POWER THEFT FEE (METER TAMPERING / BYPASS FEE)				
	ALL Billing Classes (Per Account)	\$500.00		Power diverted and metering apparatus bypassed in any way. Other fees may apply.
10 PROCESSING FEES (DELINQUENT ACCOUNTS DISCONNECTION FOR NONPAY)				
10 A PROCESSING FEES - RESIDENTIAL				
	10 A 1 Processing Fee (Delinquent Accounts) - Residential – SAME DAY	\$50.00		Standard Residential Same Day Processing Fee
	10 A 2 Processing Fee (Delinquent Accounts) - Residential – AFTER HOURS / WEEKENDS	\$100.00		Standard Residential Same Day Processing Fee of \$50.00 PLUS Additional Fee of \$50.00
	10 A 3 Processing Fee (Delinquent Accounts) - Residential – OTHER THAN AT METER	\$250.00		Standard Residential Same Day Processing Fee of \$50.00 PLUS Additional Fee of \$200.00
10 B PROCESSING FEES –NONRESIDENTIAL				
	10 B 1 Processing Fee (Delinquent Accounts) - Nonresidential- SAME DAY	\$60.00		Standard Nonresidential-Same Day Processing Fee
	10 B 2 Processing Fee (Delinquent Accounts) - Nonresidential- AFTER HOURS / WEEKENDS	\$120.00		Standard Nonresidential-Same Day Processing Fee PLUS \$60.00
	10 B 3 Processing Fee (Delinquent Accounts) - Nonresidential- OTHER THAN AT METER	\$250.00		Standard Nonresidential-Same Day Processing Fee PLUS \$190.00
11 RETURNED (UNPAID) ITEMS FEE				
	ALL Billing Classes (Per Unpaid Item / Per Account)	\$35.00	NOTE:	If an Unpaid Item (i.e. unsigned check, NSF check, reversed debit or credit payment, or any other means of funds to pay account) is returned to the District unpaid for <u>any</u> reason this fee will be applied per Unpaid Item / per account.

12 SECURITY DEPOSITS

	<p>12 A Security Deposit - RESIDENTIAL</p>	<p>\$250.00 **</p>	<p>Standard Deposit - Residential is Two times (2 x's) the Highest Estimated Maximum Monthly Bill (**\$250 Minimum)</p> <p>If a Customer's account falls past-due after the initial Security Deposit has been credited back to the Customer's account and the Customer continues to have payment issues, the District can charge a new Security Deposit in addition to the Service Reconnection / Processing Fee.</p> <p>Security Deposits is credited against the Customer's account after two (2) years of satisfactory payment of bills by the Customer. A refund check is not issued on an active account.</p> <p>NOTE: Upon termination of service, the Security Deposit is applied against unpaid bills and if any balance remains after such application is made, said balance shall be refunded to Customer. OWCD will not issue a refund check for less than one dollar (\$1.00).</p>
	<p>12 B Security Deposit – NON RESIDENTIAL</p>	<p>\$250.00 **</p>	<p>NOTE: Upon termination of service, the Security Deposit is applied against unpaid bills and if any balance remains after such application is made, said balance shall be refunded to Customer. OWCD will not issue a refund check for less than one dollar (\$1.00).</p>

13 SERVICE ESTABLISHMENT FEES (TURN-ON / INITIATION / RE-ESTABLISHMENT)			
13 A SERVICE ESTABLISHMENT FEES - RESIDENTIAL			
13 A 1	Service Establishment Fee - Residential - NEXT Business Day During Normal Work Hours	\$25.00	Standard Residential Fee
13 A 2	Service Establishment Fee - Residential - SAME Business Day During Normal Work Hours	\$50.00	Standard Residential Fee of \$25.00 PLUS <i>Additional Fee of \$25.00</i>
13 A 3	Service Establishment Fee – Residential – AFTER HOURS / WEEKENDS	\$75.00	Standard Residential Fee of \$25.00 PLUS <i>Additional Fee of \$50.00</i>
13 B SERVICE ESTABLISHMENT FEE –NONRESIDENTIAL			
13 B 1	Service Establishment Fee – NEXT Business Day During Normal Work Hours	\$35.00	Standard Nonresidential Fee
13 B 2	Service Establishment Fee – SAME Business Day During Normal Work Hours	\$60.00	Fee of \$35.00 PLUS Additional Fee of \$25.00
13 B 3	Service Establishment Fee – AFTER HOURS / WEEKENDS	\$75.00	Fee of \$35.00 PLUS Additional Fee of \$40.00