

# Electric Service Rules



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## **Service Rule 1: GENERAL PROVISIONS**

A. Purpose. These Electric Service Rules establish uniform rules for the safe and efficient delivery of Electric Service to the Company's Customers in a manner consistent with prudent utility practices. These Rules are subject to change or modification from time to time by the Board.

B. Nondiscrimination. The Company shall provide Electric Service to all qualified persons or businesses without regard to employment, occupation, race, handicap, creed, gender, sexual orientation, national origin, marital status, or number of dependents.

C. No Guarantee of Continuity of Service. The Company shall endeavor to provide continuous Electric Service; however, an inherent aspect of the electric power industry is that, at times, there will be some degree of failure, interruption, suspension, curtailment or fluctuation of Electric Service. The Company thus does not guarantee constant or uninterrupted delivery of Electric Service and shall have no liability to its Customers or any other person for any interruption, suspension, curtailment or fluctuation in Electric Service or for any loss or damage caused thereby. See also Rule 9: Interruption of Electric Service

D. Effective Date. These Rules are effective on October 1, 2016 and shall apply to all Customers on or after the Effective Date.

E. Applicability of Rules. These Rules are hereby made a part of each Service Agreement or Special Service Contract. In case of a conflict between a Service Agreement or a Special Service Contract and these Rules, these Rules shall govern.

F. Identification of Company Employees. Company employees requesting access onto Customer property or purporting to act for the Company should provide the Customer with a Company identification card with the employee's name and photograph. The Customer should deny admittance to anyone claiming to be an employee who refuses to display a Company identification card. A Customer concerned about the identity or activities of a person claiming to be a Company employee should immediately report the concerns to law enforcement and, if during normal business hours, to the Company's business office.

G. Access. The Company, its employees, contractors or representatives may, at reasonable times, enter the Customer's property: (1) to inspect, read, repair, install, adjust, maintain, replace, or remove the Company's facilities, (2) to trim or remove vegetation that interferes or may interfere with its facilities, (3) to respond to an Emergency or (4) to engage in such other activities incidental to the operation of the Company's system. Except in an Emergency, the Company shall provide the Customer with reasonable notice before entering the Customer's property.

H. Company Property. The Company owns all materials furnished and installed by the Company on the Customer's property.

I. Delivery and Acceptance of Electric Service. The Company's delivery and an

individual's or business' acceptance of Electric Service constitute the individual's or business' agreement to pay for Electric Service and to be bound by these Rules, regardless of whether the Company and the individual/business have signed a Service Agreement or Special Service Contract.

J. Fee Schedule. The Company's Board approves the Company fees, Rates and other charges. These fees, Rates and other charges are compiled on a fee schedule ("Fee Schedule") which is available at the Company's business office or Website.

K. Definitions. The capitalized terms in these Rules are defined in the text and are also found in Appendix A.

## **Service Rule 2: CUSTOMER'S RESPONSIBILITY FOR SAFETY**

- A. Customer's Use of Electric Service. The Customer must use the Electric Service safely and must properly maintain the Customer's facilities to protect themselves, their family, the Company and its employees, and the public generally. The Company is not responsible for any damage or injury caused by the Customer's electric usage or facilities.
- B. Company's Facilities. The Customer must not tamper with or modify the Company's facilities or equipment.
- C. Activity Near Overhead Power Lines. The Customer must comply with federal, state, and local laws and regulations concerning activities in the vicinity of electrical lines and equipment. The Customer must maintain adequate clearances between its property and the Company's facilities and shall correct any clearance deficiency. National and state safety standards and laws prohibit work or other activities within 10 feet of any overhead power line. Some lines require even greater clearance. The Customer must notify the Company of the intended work activity near the Company's facilities at least two business days prior to the commencement of work.
- D. Call Before You Dig. State law requires that, prior to any excavation an excavator must call Blue Stakes (811) to identify underground utility facilities. Excavation may not start until locations have been marked or the Company has informed the excavator that the Company has no facilities in the area.

### **Service Rule 3: TYPES OF ELECTRIC SERVICE**

The Company offers the following types of Electric Service to qualified Customers:

- A. Residential Service. Residential Service is Service provide to a Customer solely for domestic purposes in a single or multiple family dwelling. Service to dwellings where a person typically stays for less than 30 days, such as short-term residential rentals, hotels, motels, camps, lodges and clubs, is not Residential Service.
- B. General Service. Electric Service not meeting the definition of Residential Service is General Service further classified as Small General Service, Medium General Service and Large General Service in the Company's Fee Schedule.
- C. Renewable Generation. Customers may apply (1) for Net Metering Service as provided in Rule 14 or (2) to participate in the Company's Solar Power Sales Pilot Program.
- D. Distribution Voltage. A General Service Customer may receive Service at distribution voltage through a primary meter under a Special Service Contract.
- E. Temporary Service.
1. Temporary Service is Service provided to a Customer for a limited period of time, usually not more than 12 months.
  2. To receive Temporary Service, the Customer must: (a) apply and qualify for Service under Rule 4; (b) pay for any construction or modification of the Company's facilities to meet the necessary voltage or capacity requirements for providing the Temporary Service; and (c) pay for the installation, removal and rental of the Company's.
  3. The Company shall bill the Customer for Temporary Service at the applicable General Service Rate, except for Temporary Service for residential construction which shall be billed at the Residential Service Rate.
  4. If the Temporary Service is for construction of new or expanded Service, the Customer shall pay any applicable Impact Fee. In addition, requests for Temporary Service for a period longer than 12 months may be considered Permanent Service, subject to an Impact Fee and the Company's safety and construction standards for Permanent Service.
- F. Service to Non-Owner Occupied Property. The Owner and/or Non-Owner Occupant may apply for Electric Service for Non-Owner Occupied Property by complying with Rule 4. The Service shall be classified as Residential or General Service as provided in this Rule 3 A and B. Multiple unit property must comply with the Meter requirements of Rule 13. As provided in Rule 4. G, an Owner may agree to be responsible for Electric Service during times when the property is not occupied by a Customer.

G. Special Service Contract. Customers requesting General Service may be required to enter a Special Service Contract to address unique circumstances not fully or adequately covered by these Rules. Requests for Special Service Contracts shall be considered on a case-by-case basis.

## **Service Rule 4: REQUEST FOR ELECTRIC SERVICE**

A. Conditions and Eligibility Requirements. The Company shall supply Electric Service at the Rates in the Fee Schedule to Customers within the Company's service territory if the Customer meets the following conditions and eligibility requirements:

1. Service Agreement. A Customer may apply for Electric Service by submitting a completed and signed Service Agreement. By signing the Service Agreement, the Customer agrees to be bound by these Electric Service Rules. There may be more than one Customer on an account.

2. Identification. The Customer must provide two forms of government issued identification.

3. Compliance with Electric Code. The facilities provided by the Customer must comply with the NEC and NESC.

4. Payment of Required Fees. The Customer must pay the following fees, if applicable:

a. Account Set-up Fee. A Customer shall pay an Account Set-up Fee.

b. Impact Fees. A Customer must pay an Impact Fee if the Customer adds or increases amperage, either by new construction or an increase in the size of an existing connection as provided in Rule 4. D.

c. Meter Fee. A Customer requesting Service on new construction must pay a Meter Fee for a Meter and its installation. The Fee is based on the type of Meter required for the Service requested. The Meter Fee shall be added to the Customer's first monthly Bill.

d. Line Extension Construction Costs. As provided in Rule 15, a Customer may be required to pay: (1) the costs of extending the Company's lines or expanding the Company's facilities to provide the requested Electric Service or (2) a portion of the costs paid by other Customers for a Line Extension that benefits the new Customer.

e. Delinquent Amounts Due to Company.

i. "Amounts Due" means the sum of all amounts owed to the Company by: (1) a Customer or (ii) a Resident as provided in Rule 4 E. These amounts include, without limitation, monthly service fees, Late Payment Charges, Account Set-up Fees, collection costs, Impact Fees, Service Fees, and obligations under a Payment Arrangement.

ii. The Customer must pay the Amounts Due before receiving Electric Service. A Customer unable to pay the Amounts Due may be eligible for



a Payment Arrangement, under Rule 6 I.

f. Pre-Paid Service. In some circumstances, the Company may require that the Customer prepay for Service as a means of assuring payment for Electric Service.

B. Denial of Service. A Customer may be denied Service for any of the following reasons:

1. Customer fails to complete or sign the Service Agreement,
2. Customer provides false information on the Service Agreement or to obtain Service
3. Customer does not comply with Rule 4 E or F,
4. Customer fails to pay the fees described in Rule 4 A 4,
5. Unsafe conditions exist at the location where Service is requested,
6. Customer equipment does not meet legal or industry standards,
7. Customer has tampered with Company equipment, or
8. A Special Service Contract or other service is requested that the Company is unwilling or unable to provide.

C. Resumption of Service After Involuntary Termination. The resumption of Service after an involuntary termination is governed by Rule 8 E.

D. Impact Fees. The Company's Impact Fee Resolution imposes an Impact Fee on all Customers who add or increase load on the Company's system, such as new construction or an increase in the capacity of an existing Service Connection. Impact Fees fund system-wide infrastructure required to serve new Customers or expanded Service connections. The Impact Fee must be paid by check, in cash, or by credit card subject to a credit card convenience fee.

E. Obligations of Former Customers.

1. Except as provided in Rule 4. E. 2, the Company may reject a Service Agreement or terminate Service if:

a. A Resident, living at the Service Address, owes the Company, the Amounts Due for Service provided during the prior sixty days or

b. The Customer opens or uses an account, in part, for the purpose of allowing an individual or a business to receive the benefit of Service without paying the Company, the Amounts Due for Service provided during the prior sixty days.

“Resident” means an individual who is eighteen years or older and makes the Service Address the individual's domicile. “Domicile” means the individual's home for the indefinite future, to which the individual intends to return whenever they leave.

2. The Company shall not reject a Service Agreement or terminate Service if the former Customer described in Rule. 4. E 1 leaves the Service Address.

F. Residents at the Service Address.

A Service Agreement shall be signed by Residents of the Service Address who are eighteen years or older. By signing the Service Agreement, the Residents agree to pay for Service if the Customer fails to make timely payment.

G. Non-Owner Occupied Property.

1. Definitions.

a. “Account Responsibility Agreement” means an agreement that provides for the Owner of Non-Owner Occupied Property to be responsible for Service charges, when Service to the property terminates.

b. “Non-Owner Occupants” means the tenants or other occupants that an Owner permits to use Non-Owner Occupied Property.

c. “Non-Owner Occupied Property” means property at a Service Address that the Owner does not occupy but permits others to occupy with or without payment of rent.

d. “Owner” means the record title owner of Non-Owner Occupied Property and includes persons that the record title owner has authorized in writing to act on the record title owner’s behalf.

2. Account Responsibility Agreement. An Owner may, but is not required, to execute an Account Responsibility Agreement. The Account Responsibility Agreement shall require that:

a. The Owner shall obtain Service to the Non-Owner Occupied Property by complying with Rule 4 A. The Owner shall have the rights and responsibilities of a Customer under these Rules, until a Non-Owner Occupant qualifies for Service by complying with Rule 4 A, and becomes a Customer responsible for Service to the Non-Owner Occupied Property.

b. The Owner: (i) becomes responsible for Service to the Non-Owner Occupied Property, if Service to the Non-Owner Occupant is terminated voluntarily or involuntarily; and (ii) shall remain responsible for the accruing charges until a Non-Owner Occupant obtains Service at the Non-Owner Occupied Property by complying with Rule 4 A or the Owner discontinues Service as provided in Rule 5.

c. In the event of an account transfer under this Rule 4 G 2 b, the Owner is not required to complete a new Service Agreement or pay an additional Account Set-Up Fee.

3. Obligation to Owner of Non-Owner Occupied Property. The Company shall have no obligation to an Owner of Non-Owner Occupied Property, unless the Owner: (a) is the Customer responsible for Service to the Property under an existing Service Agreement or (b) has executed an Account Responsibility Agreement.

4. Notice to Owner. The Company may provide, in the Account Responsibility Agreement, that the Owner be given notice of posting or deliver of the Twenty-Four Hour Shut Off Notice.

## **Service Rule 5: DISCONTINUANCE OF SERVICE.**

A Customer may discontinue service by providing the Company notice of the date on which the Customer wishes to discontinue Service, which date shall be on or after the date on which notice is provided. The notice shall be effective at the close of business on the later of: (1) the day provided in the notice if it is a business day or (2) the first business day after the date in the notice if it is not a business day. The Customer is liable for Service provided prior to the notice becoming effective. In addition, a Customer who vacates a Service Address without notice to the Company is liable for Service until the Company has had a reasonable opportunity to terminate Service.

## Service Rule 6: BILLING AND PAYMENT

A. Monthly Bill. The Company provides the Customer with a monthly Bill showing: (1) the Customer's electric usage and demand, if applicable, measured in kWh or kW, respectively, (2) the current month's charges including applicable taxes, and (3) any Amounts Due including Late Payment Charges.

B. Means of Delivery.

1. Billing Address. The Company shall mail the monthly Bill to the Customer's Billing Address on the Service Agreement. The Customer shall identify a Billing Address in the Service Agreement which may be the same as the Service Address.

2. Electronic Billing. The Customer may direct the Company to provide the monthly Bill electronically to an email address. If the Customer requests electronic billing, the Customer's email address shall be the Billing Address and Bills or notices sent to the email address shall be deemed delivered to the Billing Address.

C. Customer's Payment. The Customer shall pay the amount billed by the due date identified in the Bill. The Customer may pay:

1. with a check, debit card, or credit card (Visa, MasterCard, American Express, or Discover),
2. in cash, delivered in person to the Company's business office, 31 South 100 West, Heber City, Utah, 84032, Monday to Friday 8a.m. to 5p.m.,
3. online at [www.heberpower.smarthub.coop](http://www.heberpower.smarthub.coop) including auto pay and,
4. by mail or using the Company's drop-box located at the Company's business office.

**Do not place cash in the drop box or mail; only checks.**

D. Late Payment Charge. The Company charges a Late Payment Charge or interest of 1.5% on any unpaid Amounts Due, compounded monthly.

E. Returned Payment Charge. The Company charges a Returned Payment Charge for any payment returned by a bank as not payable.

F. Partial Payments. Partial payments shall be first applied to the Amounts Due in chronological order beginning with the oldest Bill.

G. Billing Errors. The Company strives to accurately compute a Customer's charges for Service and other items. If the Company's clerical or computation error results in a Customer being over or under charged, the Company may credit or charge the Customer's account for the amount of the error for a period not to exceed 36 months. Billing adjustments for Meter errors or malfunctions are addressed in Rule 12 D.

H. Billing Disputes. The Company encourages Customers with questions regarding their billing to contact the Company's customer service representatives who ordinarily can resolve the concern to the Customer's satisfaction. The Customer may obtain a review of an unresolved dispute under Rule 17: Dispute Resolution.

I. Payment Arrangement.

1. "Payment Arrangement" means a contract under which the Company agrees not to terminate Service for a failure to timely pay Amounts Due, provided that the Customer remains current on future charges and makes periodic payments on the delinquent Amounts Due.

2. The Company has the discretion to enter into a Payment Arrangement where there is a reasonable likelihood that the Customer will timely comply with the Payment Arrangement. The Customer does not have the right to a Payment Arrangement.

3. The Customer has the right to pre-pay the outstanding balance due under a Payment Arrangement at any time during the term of the agreement.

4. If a Customer does not timely comply with the Payment Arrangement, the Company may terminate Service and pursue collection of all Amounts Due.

## **Service Rule 7: SUPPLY AND USE OF ELECTRIC SERVICE**

A. Supply of Electric Service. The Company's Rates are based upon it supplying Electric Service to the Customer at a single point of delivery and at a single voltage and phase classification. The Electric Service furnished shall be alternating current, 60 hertz, single or three-phase, at one of the nominal standard voltages available from Company facilities at or near the Service Address.

B. Company's Standard Facilities. The Company shall provide Electric Service using its standard equipment and facilities including wireless Meters. A Customer has no right to require that the Company use non-standard equipment.

C. Non-Standard Meter Accommodation Request. A Customer may request that the Company use a non-standard meter by submitting a completed Non-Standard Meter Accommodation Request and paying all applicable fees, prior to the Company's installation of the non-standard meter. The Customer shall also pay a monthly manual meter reading fee which shall be added to the Customer's monthly Bill. The meter accommodation installation charge and the monthly manual meter reading fee are found on the Company's Fee Schedule. The Company reserves the right to discontinue the non-standard metering accommodation at any time and to install a standard Meter.

D. Customer's Use of Service. Electric Service supplied by the Company is for the exclusive use of the Customer at the Service Address identified in the Service Agreement. Except as provided in Rule 13, a Customer may not permit other individuals, business entities or governmental entities to use the Electric Service and may not resell electricity provided to the Customer.

E. Alternate Energy Sources. The Customer may not obtain energy from any source other than the Company, except for a Net Metering Facility approved under Rule 14 or through a Company approved transfer switch under Rule 11 A 4. Unauthorized use of energy from sources other than the Company could result in severe bodily injury or death to the public, Company employees or the Customer, and could damage or destroy Company or Customer equipment or property. The Company may immediately terminate service to a Customer who receives power from alternate energy sources in violation of these Rules.

F. Customer's Responsibility for Equipment Protection.

1. Protection of Customer Equipment. The Customer must provide devices to protect persons and property including the Customer's equipment from high and low voltage, overload, single phasing, phase reversal or other abnormal conditions on the Company's system. The Company is not responsible for any damage or injury caused by the Customer's failure to protect against these conditions on the Company's system.

2. Protection of Company's System and Other Customers. The Customer shall, at its own expense, protect the Company's system and other Customers from excessive starting current or undesirable voltage fluctuations caused by the Customer's equipment. Such protection may

include: (a) installation of additional transformer capacity and/or protection equipment, (b) limitations on the use of the equipment causing the unacceptable conditions, or (c) assuring, at the point of delivery, a reasonable load balance between the phases of a three phase four-wire circuit and between the two sides of a single phase three-wire circuit.

3. Notice of Change in Customer Load. If the Customer makes any substantial additions or changes in the Customer's load or electrical facilities, in size, character, or operation, the Customer must give the Company prior written notice of the change. Any such additions or changes shall not be detrimental to the Company's system or other Customer's equipment and shall not interfere with the Company furnishing Service to other Customers in a safe and reliable manner, consistent with prudent utility practice.

4. Termination of Service. The Company may refuse or terminate Service to a Customer that maintains a load that is detrimental to the Company's system or to other Customers.

G. Reactive Power. The Company's Rates are based upon the Customer minimizing reactive power load. The Company may, in the future, adopt a Rate that recovers the additional cost of a Customer with a low power factor.

H. Availability of Facilities. The Company is not be required to maintain facilities in place or to continue the availability of facilities installed for the Customer's Service when the facilities have not been used by the Customer for twelve (12) consecutive months and no Special Service Contract providing for continuing availability at a stated capacity is in effect. The decision to remove such facilities shall be at the Company's sole discretion.



## **Service Rule 8: TERMINATION OF ELECTRIC SERVICE**

### **A. Grounds for Termination of Electric Service.**

The Company may terminate a Customer's Electric Service for any of the following reasons:

1. Failure to Pay. The Customer does not timely pay any Amounts Due, including Amounts Due for current or prior Service provided to other locations.
2. Unauthorized Use. The Customer diverts the electricity from the Company's system to a location or for a use or purpose other than that disclosed in the Service Agreement or Special Service Contract or has permitted, approved of, or benefited from such a diversion.
3. Delinquent Residents. A Resident of a Service Address owes the Company Amounts Due as provided in Rule 4 E or does not sign the Service Agreement as provided in Rule 4 F.
4. Misappropriation. The Customer connects any energy-consuming appliance or device on the Company's side of the Meter or tampers or otherwise interferes with the proper operation of the Meter or permits others to perform such connection, interference or tampering.
5. Tampering. The Customer tampers with Company facilities or equipment.
6. Misrepresentation. The Customer makes a material misrepresentation to obtain or to continue to obtain Service from the Company.
7. Adverse Effect of Customer's Equipment. The Customer's equipment is: (a) unsafe, violates applicable law or codes or these Rules, (b) is causing an unsafe condition, or (c) is causing or may cause personal injury or damage to property, equipment or facilities of the Company, Customer, or the public.
8. Protection of Public. The Customer's continued connection to the Company's system or use of electricity interferes or may interfere with the Company's ability: (a) to provide Service to other Customers or (b) to respond to an Emergency or a serious health or safety hazard.
9. Denial of Access. The Customer refuses to permit the Company to enter the Customer's property: (a) to install, maintain, repair or replace the Company's equipment and facilities, (b) to trim trees or other vegetation to avoid interference with Company equipment and lines and to protect the public, or (c) to conduct other activities reasonably incidental to the Company's operations.
10. Violation of Company's Rules and Regulations. The Customer does not comply with the Company's Rules, regulations and policies.

### **B. Notice of Termination of Service.**

1. Types of Notice. Except in an Emergency, the Company shall provide the Customer with a Delinquency Notice and a Twenty-Four Hour Shut-Off Notice before terminating Service. In the event of an Emergency, the Company shall provide the Customer notice, if reasonably possible given the nature of the Emergency. "Emergency" means a sudden or unexpected circumstance or the resulting state that calls for immediate action to avoid the imminent risk of: (a) a significant disruption of Service to Customers or (b) injury to person or property.

2. Delinquency Notice.

a. The Delinquency Notice shall (1) describe the grounds for termination, (ii) state the date after which Service may be terminated ("Termination Date"), (iii) describe the corrective action, if any, that the Customer must take prior to the Termination Date to avoid termination, and (iv) explain how the Customer may challenge the grounds for termination.

b. Not less than ten days prior to the Termination Date, the Company shall deliver the Delinquency Notice to the Customer by mail or hand-delivery to the Billing Address.

3. Twenty-Four Hour Shut-Off Notice.

a. If the grounds for termination have not been corrected, the Company may terminate Service after giving the Customer a Twenty-Four Hour Shut-Off Notice stating the grounds for termination and a Termination Date and time after which the Company will terminate Service without further notice, if the reasons for termination are not corrected. The Termination Date and time of termination shall not be less than twenty-four hours after delivery or posting of the Twenty-Four Hour Notice of Termination as provided in Rule 8 B 3 b.

b. At least 24 hours prior to terminating Service, the Company shall deliver or post the Twenty-Four Hour Notice as follows:

- i. Notice to Customer or occupant
  - (1) by personal deliver to an adult occupant of a single unit Service Address, or
  - (2) by posting in a conspicuous place on the property, if personal delivery to an adult occupant is not reasonably possible or if the Service Address has multiple units, and
- ii. Notice to Owner by electronic mail to an Owner who has executed an Assumption of Responsibility Agreement.

C. Timing of Termination of Service. Termination of Service for failing to pay Amounts Due shall occur during the Company's regular business hours and shall not occur on legal

holidays recognized by Utah, or other times that the Company's business office is not open for business.

D. Criminal Activities Reported to Law Enforcement. If the Customer's actions involve potential criminal activity, the Company will, in addition to terminating Service, refer the matter to the appropriate law enforcement authorities.

E. Resumption of Service.

The Company will not resume Service terminated under this Rule until the conditions giving rise to the termination are corrected and the Customer pays the following, to the extent applicable:

1. Amounts Due,
2. A reasonable estimate of the amount of electricity provided by the Company but not measured as result of the Customer's actions,
3. The Company's cost of inspection, investigation, and repair of damage caused by the Customer's actions,
4. A security deposit in a reasonable amount to protect the Company in light of the Customer's conduct, and
5. Any other expenses reasonably incurred by the Company as a result of the Customer's actions.

The Company may, but is not required, to obtain payment of these amounts through a Payment Arrangement.

## **Service Rule 9: INTERRUPTION OF ELECTRIC SERVICE.**

### **A. Events Requiring Interruption of Electric Service.**

The following illustrates some, but not all of the possible events that could interrupt Service:

1. Causes Beyond Company Control. Circumstances beyond the Company's reasonable control may cause an interruption of Service including, but not limited to, (a) accident or casualty, fire, flood, drought, wind, action of the elements or other acts of God, (b) orders of judicial, administrative, military or other governmental authority, (c) breakdown of or damage to facilities of the Company or to the facilities of a third party, (d) lack or disruption of generating or transmission capacity, (e) strikes or other labor disputes, (f) electric disturbances originating on or transmitted through electrical systems with which the Company's system is interconnected and (g) acts or omissions of third parties.

2. System Repair and Improvements. The Company may interrupt Service: (a) to repair, maintain, improve, renew or replace facilities, (b) to permit repairs or modifications to the Company's generation or distribution facilities or (c) to avoid or mitigate the risk of damage to the Company's property or to the person or property of others.

3. Protection of System. The Company may interrupt Service through automatic protection devices or manual action when the Company, in its sole judgement, determines such action is necessary or prudent to protect the performance, integrity, reliability or stability of the Company's system or any electrical system with which it is interconnected. Such actions shall include, but shall not be limited to, the operation of automatic or manual protection equipment installed in the Company's electrical system, including, without limitation, equipment such as automatic relays, generator controls, circuit breakers and switches.

4. Request of Law Enforcement or Public Safety Official. Service may be interrupted on the request of a law enforcement or public safety official, with apparent authority, to protect the health or safety of the community.

5. Conservation. The Company may interrupt, in whole or in part, Electric Service to conserve energy in times of shortage or anticipated shortages. These actions may include outages or voltage reduction in specific geographic areas.

B. Notice of Interruption and Resumption of Service. The Company, to the extent reasonable given the circumstances, shall give the Customer notice of a reasonably anticipated interruption of Service. The Company shall seek to minimize the duration of the interruption and inconvenience and shall resume Service as soon as reasonably possible.

## **Service Rule 10: BANKRUPTCY**

A. Post-Filing Account and Security Deposit. If a Customer is a debtor in a case filed under the Bankruptcy Code, Title 11 of the United States Code, the Customer or the bankruptcy trustee shall, within twenty (20) days of the case filing (“Filing Date”) or within thirty (30) days for a case filed under Chapter 11 of the Bankruptcy Code:

1. pay an Account Set-up Fee for establishing a new account for post-filing charges, and
2. provide a cash security deposit equal to three times the Customer’s average monthly Bill over the lesser of the previous 12 months or the Customer’s term of Service, as adequate assurance of payment for Service after the Filing Date.

B. Autopay. If the Customer is delinquent in the payment for Service provided prior to the Filing Date, the Company may require, as it would with other Customers not in bankruptcy, that the Customer pay future Bills by autopay, as additional assurance of payment for Service provided after the Filing Date.

C. Termination. If the Customer does not timely comply with Rule 10 A and B, the Company may terminate the Customer’s Service as provided in Rule 8.

D. Refund of Post-Filing Security Deposit. If the Customer timely pays all charges after the Filing Date and terminates Service or timely pays all charges for twelve consecutive billing periods, the Company shall refund the security deposit without interest on the Customer’s written request.

E. Pre-Filing Security Deposit. To the extent permitted by 11 U.S.C. 366(c)(4) in a case filed under Chapter 11 of the Bankruptcy Code, the Company may apply a security deposit provided by the Customer prior to the Filing Date to any outstanding charges on the Filing Date.

## **Service Rule 11: SERVICE CONNECTIONS**

### **A. Overview**

1. Applicability. This rule governs the installation, ownership, repair and replacement of a Service Connection to the Company's system. A Service Connection is, in general terms, the line and equipment required to connect the Customer's facilities at the Service Address to the Company's transformer serving the Service Address. Buildings or other locations that have received Electric Service in the past may have existing Service Connections that could be used for new Electric Service of the same type as previously provided. If the location does not have an existing Service Connection or if the existing Service Connection does not comply with applicable electric codes, the Customer must provide a Service Connection as provided in this Rule 11.

2. Types and Elements of Service Connections. As shown in the Company's Design & Construction Specifications ("Specifications"), there are different types of Service Connections depending on a variety of factors including whether the line is above or below ground. However, generally speaking, the Service Connection consists of: (a) a Meter Base, (b) a Service Line, (c) Conduit, and (d) the Meter. The installation, ownership, and maintenance of these components are addressed in this Rule 11.

The Specifications are available at the Company's Business Office and on the Company's Website. In the event of a conflict between this Rule 11 and the Specifications, the Specifications shall control.

3. Line Extensions. In some areas, the Company's distribution lines may not extend to the Customer's Service Address or the Company's distribution lines or other equipment may not have sufficient capacity to serve the Customer's load. In such cases, Rule 15 requires that the Customer pay the cost of extending the Company's lines and equipment to provide sufficient capacity to serve the Customer's load. If the requested Service requires a Line Extension, the Customer would pay the cost of both the Line Extension and the Service Connection.

4. Transfer Switch. The Company allows the installation of a transfer switch as an accommodation to Residential Customers but only if the Customer strictly complies with the operating procedure for attachments to the Meter socket on the Meter Base and timely pays all of the Company's costs. The Company's operating procedure for approval of Transfer Switches is found on the Company Website.

### **B. Pre-Installation Requirements**

Before beginning installation of a Service Connection, the Customer shall apply for Service and complete the requirements of Rule 4.

### **C. General Requirements for Service Connections**

1. Compliance with Service Connection Requirements. The Customer shall design and install the Service Connection in accordance with (a) the Company's Specifications and Electric Service Rules, (b) applicable city, county or state requirements and (c) the National Electrical Code and National Electrical Safety Code. These standards, rules, codes and laws are collectively referred to as "Service Connection Requirements."

2. Governmental Permits and Approvals. The Customer must also obtain any necessary city and/or county permits or approvals and pay all applicable fees.

3. Company's Assistance. A Customer should consult with the Company's Distribution Manager if the Customer has any doubt or question on the application of the Service Connection Requirements. If the Customer does not comply with the Service Connection Requirements, the Company will not install a Meter or provide Service to Customer until the defects are corrected.

4. Customer's Responsibility for Installation. The Company's approval of the Customer's plans or the Company's inspection and approval of the installation is not a representation or warranty that the plans or installation are adequate or safe. The Customer is solely responsible for the plans and installation and agrees to indemnify and hold the Company harmless from any damage caused by a defect in the Customer's plans, installation, or facilities.

5. Safety During Installation and Maintenance. The Customer shall comply with all applicable safety regulations, codes or laws including OSHA in the installation and maintenance of the Service Connection. The Customer shall notify the Company of the Customer's intent to work or engage in activity near the Company's facilities and shall follow the Company's rules concerning such activities. In no event shall the Customer work or engage in activities within 10 feet of any overhead power line nor shall the Customer excavate without contacting Blue Stakes (811) for the location of all underground utilities.

6. Joint Use of Trenches. Joint use by other utilities of trenches used by the Company is not allowed except for compatible telecommunication lines installed pursuant to a joint use agreement.

7. Company Facilities. The Customer is prohibited from accessing, touching, tampering with or modifying any Company property or facilities including, without limitation, the Company's transformer to which the Customer's Service Connection is attached.

D. Meter Base.

1. Specifications. A Meter Base is the structure on which the Meter is installed and which is connected to the Company's transformer by the Service Line. The Customer shall design and install the Meter Base in compliance with the Service Connection Requirements.

2. Design/Installation. The Customer shall, at the Customer's own expense, design, construct and install the Meter Base in compliance with the Service Connection Requirements

and shall connect the Meter Base to the Service Line. A licensed electrician shall install the Meter Base and connect the Service Line to the Meter Base.

3. Ownership/Maintenance. The Customer shall own and be solely responsible for the repair, replacement and maintenance of the Meter Base. If, at any time, the Meter Base does not comply with the Service Connection Requirements, the Company may immediately discontinue Service until the Customer, at the Customer's own expense, corrects the defects.

E. Service Line.

1. Specifications. The Service Line is the line connecting the Meter Base and the Company's transformer. The Customer shall design and install the Service Line in compliance with the Service Connection Requirements.

2. Installation. The Customer shall, at the Customer's own expense, obtain and install the Service Line and connect the Service Line to the Meter Base. The installation of the Service Line shall comply with the Service Connection Requirements. A licensed electrician shall install the Meter Base and connect the Service Line to the Meter Base.

3. Inspection. When the Company installs the Meter, it shall inspect the Service Line, the Meter Base, and the connection between the Meter Base and Service Line. If the Customer's installation does not comply with the Service Connection Requirements, the Company shall not install the Meter or commence Service until the Customer, at the Customer's own expense, corrects the defects.

4. Connection to Company's Transformer. The Company connects the Service Line to the Company's transformer at the time the Meter is installed.

5. Ownership and Maintenance of Service Line. At the time the Meter is installed, the Company becomes the owner of and responsible for the repair, replacement and maintenance of the Service Line and its connection to the Meter Base and transformer.

F. Conduit.

1. Specifications. Conduit is the pipe in which, some or all, of the Service Line is placed depending on the type of Service Connection. It may be placed underground, attached to the Company's pole or attached to the Customer's building. Customer shall design and install the Conduit in compliance with the Service Connection Requirements.

2. Installation. The Customer shall, at the Customer's own expense, obtain and install the conduit required for the Service Connection in compliance with the Service Connection Requirements.

3. Inspection.



a. Underground Conduit. Before underground Conduit is covered, the Customer shall notify the Company and permit the Company to inspect the installation to assure that the Conduit and installation is in compliance with the Service Connection Requirements. If the Conduit is covered before inspection, the Customer, at its expense, shall remove the cover to permit inspection.

b. Aboveground Conduit. The Company shall inspect the installation of aboveground Conduit when the Service Line is connected to the Company's transformer and when the Meter is installed.

If the installation of the Conduit does not comply with the Service Connection Requirements, the Company shall not install the Meter nor shall it provide Service until the Customer, at the Customer's own expense, corrects the defects.

4. Ownership and Maintenance of Conduit. At the time the Meter is installed, the Company shall become owner of the Conduit and responsible for the Conduit's repair, replacement and maintenance.

#### G. Meter

1. Installation. When the Customer completes installation of the Meter Base, Conduit and Service Line, the Customer may request that the Company install the Meter and begin providing Electric Service.

2. Ownership/Maintenance. The Company shall own and maintain the Meter. The Customer is prohibited from attempting to repair or tamper with the Company's Meter or to break the Company's seal on the Meter. If the Customer tampers with the Meter or the Meter's seal, the Company shall immediately terminate Electric Service as provide in Rule 8 and the Customer shall pay the Company all costs for the repair or replacement of the damaged Meter or seal.

3. Meters for Multiple Units. The Customer shall permanently and correctly label each Meter Base in a multiple-unit building or mobile home park. Before installing Meters, the Company may check such Meter Bases to verify they are correctly labeled and require the developer or owner to correct any mislabeled Meter Bases. The Company may charge a Service Fee for verifying labeling of Meter Bases and dealing with labeling issues.

4. Meter Fee. In the Customer's first Bill for Electric Service, the Company shall charge a Meter Fee for the Company's providing and installing the Meter. If the Customer does not timely pay the Meter Fee, the Customer's Service is subject to termination under Rule 8.

#### H. Scheduling Company Inspections or Meter Installations

The Customer may schedule inspections and/or Meter installations by contacting the Company's business office at 31 South 100 West Heber City, Utah. If the Meter Base, Service Connection or any other Customer installation are not properly completed or are covered at the

time scheduled for an inspection or Meter installation, the Company shall not conduct the inspection or install the Meter and the Customer shall pay a Service Fee before a return inspection or Meter installation is scheduled.

## **Service Rule 12: METERS**

A. Installation and Ownership. Meter installation, maintenance and ownership are governed by Rule 11.

B. Meter Type. The Company may determine that the Customer's anticipated or actual electricity usage, equipment or operations requires the use of a Meter that measures power factor or demand. In such a case, the Customer shall pay the cost of the Meter and a Meter Base to accommodate the Meter.

C. Meter Testing. The Company periodically tests its Meters to insure that they accurately measure the flow of electricity. In addition, the Company shall test a Meter at no charge on the request of the Customer, provided that the Customer has not made unreasonable, multiple requests.

D. Meter Error and Billing Adjustment.

1. Inaccurate Measurement. If the Company's Meter or current transformer under- or over-reports by more than .2 percent, then the Company shall include a credit or additional charge for the under- or over-reported electricity usage in the next billing for the actual time period during which the error occurred, if such period can be determined. If such period cannot be determined, then a period equal to one-half of the period from the date of the last previous test confirming the Meter's accuracy. In no event shall the Company grant a credit or impose an additional charge for a period greater than a year.

2. Failure to Measure. If a Meter, including a current transformer, fails to register usage, through no fault of the Customer, the Company may bill the Customer for the estimated power used but not registered for a period not exceeding six months. The estimated power used shall be calculated by averaging the actual power used over a reasonable time following the repair of the Meter or current transformer. If the Customer caused the Meter or current transformer to fail to register usage, the Company may recover damages for the power delivered but not properly measured for the entire period that the Meter did not properly measure the power delivered.

3. Final Resolution. The adjustments provided in this Rule 12 D shall constitute full settlement of any claim between the parties arising from a Meter's inaccurate measurement or failure to register.

E. Unmetered Service. Service to fixed loads with fixed periods of operation, such as street lights, traffic lights and other similar installations, may be unmetered. The Company bills Customers for these Services at an annual Rate shown on the Company's Fees Schedule.

## **Service Rule 13: SEPARATE METERS, MASTER METERS AND SUBMETERS.**

### **A. Definition.**

1. “Existing Building” means a multiple-unit building or mobile home park that is not a New Building, as defined in this Rule
2. “Master Meter” means a Company Meter that measures, for Company billing, the total amount of electricity delivered to a multiple-unit building, including the combined use from all individually leased or owned units.
3. “New-Building” means a multiple unit building or mobile home park constructed or expanded pursuant to a building permit obtained after the Effective Date of these Rules. If a building permit is not required for the construction or expansion, “New-Building” means a building or other improvement on which construction commenced on or after the Effective Date of these Rules.
4. “Separate Meter” means a Company Meter used to measure the amount of electricity delivered to a Customer leasing or owning individual units in a multiple-unit building.
5. “Submeter” means a non- Company meter that measures the amount of electricity delivered to individual units in a multiple-unit building served by a Master Meter.
6. “Transient Occupancy” means an occupancy that is typically less than 30 days in length, such as short-term residential rentals, hotels, motels, camps, lodges and clubs, mobile home parks, nursing homes, dormitories, rooming houses, and hospitals.

**B. Separate Meters.** Except as provided in Rule 13 C and D, Separate Meters are required for each unit in a New Building. The Company shall install and own the Separate Meter under Rule 11 and each owner or tenant of a unit shall apply for Service and be a Company Customer.

**C. Exceptions to Separate Meter Requirement.** Subject to Rule 13 E, Separate Meters are not required and Master Meters may be used for:

1. Those units within a multiple unit building or mobile home park that are used for Transient Occupancy;
2. Common areas in multiple unit buildings, such as hallways, elevators, reception washroom, and/or security lighting areas;
3. Commercial buildings that are not used in whole or in part for residential purposes, or

4. Other buildings where the long range benefits to the electric consumers exceed the costs of purchasing and installing Separate Meters.

A Customer qualifying for a Master Meter under this Rule 13 D must enter a Special Service Contract setting forth the terms and conditions of such Service.

D. Existing Buildings. The Company shall continue to provide Service to Existing Buildings served by a Master Meter or a Master Meter and Submeters on the Effective Date; provided that the Customer executes a Special Service Contract setting forth the terms and conditions of such Service. If the Customer refuses to enter a Special Service Contract, the Company may terminate Service under Rule 8.

E. Procedure and Proof for Exception.

1. Request and Burden of Proof. A Customer claiming an exception under Rule 13 C shall submit a written request identifying the exception claimed and shall have the burden of proving the grounds for the exception.

2. Cost/Benefit Analysis. A Customer claiming an exception under Rule 13 C 4 must prove the long-range benefits to the electric consumers exceed the costs of purchasing and installing Separate Meters applying the following criteria:

- a. The benefits shall be quantified in dollars of savings and shall reflect the difference in electricity use which results when Separate Meters are utilized rather than a Master Meter. The lump sum savings shall reflect a present worth analysis using as a discount rate the percentage interest rate of long-term debt such as the Company's latest long-term bond issue, or a mortgage rate, and a period equal to the estimated life of the building. Such analysis, including its preparation and expense, shall be the sole responsibility of the Customer.

- b. The Customer's determination of benefit shall be based on Electric Service supplied by the Company at Electric Service Rates and regulations approved by the Company's Board, including but not limited to, regulations that prohibit resale of Electric Service to any other person or entity.

- c. The cost shall be quantified in dollars and shall reflect the current difference in installed cost between Master and Separate Meters. The lump sum differential cost reflecting the purchase and installation of Separate Meters versus a single Master Meter shall be prepared by the Company. The preparation of the differential costs of Meter Bases and building wiring shall be the sole responsibility of the Customer.

- d. The benefit-to-cost ratio shall equal the present worth of benefits described in paragraph (a) divided by the current (present worth) costs described in paragraph (d).

3. Submetering. With the exception of grandfathered accounts as provided in Rule 13 D, Submetering is not allowed, even if a Master Meter is permitted under Rule 13 C.

## Service Rule 14: NET METERING

### A. Overview.

The Company offers Residential and Small General Service Customers Net Metering Service that allows the Customer to use Customer owned renewable energy to supply some or all of a Customer's energy needs. Net Metering Service is limited to Net Metering Facilities: (1) that generate Renewable Energy, (2) that have a total capacity of 25 kW or less and (3) that do not exceed system or circuit capacity limitations or 90% of the Customer's average load.

General Service Customers, who wish to install solar facilities with more than 25kW of capacity may qualify to participate in the Company's Solar Power Sales Pilot Program. Please contact the Company's customer service representatives at 435-654-1581 or visit our Website at for more information.

### B. Definitions. The following definitions apply to the capitalized terms in this Rule 14:

1. "Excess Energy" means the energy that flows onto the Company's distribution system and is measured in kWh.

2. "Net Meter" means the Meter that measures: (a) the energy delivered to the Company's system from the Net Metering Facility and (b) the energy delivered to the Customer from the Company's system.

3. "Net Metering Application" means the application for Net Metering Service including the instructions and supporting documents submitted with the application. The Net Metering Application is available at the Company's business office and on the Company's Website.

4. "Net Metering Facility" means a Customer's electric generating facility including associated equipment that:

- a. is located at the Customer's Service Address,
- b. has a generating capacity that does not exceed the lesser of:
  - i. 25 kW,
  - ii. ninety percent of the Customer's average energy usage during the prior two years or of the Company's estimate of the annual usage based on the size and type of Service, and
  - iii. the capacity limitations of the Company's system or the circuit to which the Net Metering Facility shall be attached as provided in Rule 14 C 1, and
- c. generates electricity using sunlight, wind or water.

"Net Metering Facility" does not include the Production Meter, the Service Meter, or other equipment owned by the Company.

5. “Net Metering Service” means the Service provided under this Rule 14.

6. “Net Metering Service Address” means the address of the location at which the Company provides the Customer Electric Service and the Net Metering Facility is located.

7. “Net Metering Standards” means: (a) all applicable laws, rules, regulations, ordinances, codes, orders or permits of any governmental authority, including zoning, construction, environmental and worker safety laws; (b) the National Electric Code, the National Electrical Safety Code, the standards of the Institute of Electrical and Electronic Engineers and standards of Underwriters Laboratories; (c) equipment manufacturer’s directions for the safe and effective installation, operation and maintenance of the Net Metering Facility or for testing the Net Metering Facility; (d) the approved Net Metering Application, including design criteria and specifications for the Net Metering Facility; (e) prudent utility practice, and (f) the requirements of this Rule 14.

8. “Production Meter” means the Meter that measures the energy produced by the Net Metering Facility.

9. “Renewable Energy” means electricity produced by Renewable Generation.

10. “Renewable Generation” means a Net Metering Facility that generates electricity using sunlight, wind or water as the primary source of energy.

11. “Residential Customer” means a Customer receiving Residential Electric Service.

12. “Small General Service Customer” means a Customer that is not a Residential Customer and receives Service and has a demand of less than or equal to 30 kW.

### C. General Provisions

1. Allowable Level of Renewable Generation. The Company shall not approve a Net Metering Facility if:

a. the nameplate capacity of the Renewable Generation including the Net Metering Facility on the circuit exceeds 15% of the circuit’s peak demand or

b. the nameplate capacity of the Renewable Generation including the Net Metering Facility on the Company’s system as a whole exceeds 15% of the Company’s peak demand.

If these limits would prevent approval of the Net Metering Facility, the Customer may, at the Customer’s expense, have a circuit study prepared by the Company’s electrical engineer and implement the study’s recommendations to insure that the Facility does not interfere with the safe and efficient operation of the Company’s system.



These capacity limitations may be modified based on the Company's annual assessment of the impact of Renewable Energy on individual circuits and on the distribution system as a whole.

2. Interference with Operation of Company System. The Company shall not approve a Net Metering Facility, if the Net Metering Facility could interfere with the safe and reliable operation of the Company's system.

3. Licensed Installer. The installer of the Net Metering Facility: (a) shall have a current business license; (b) shall complete the Company's Net Metering Contractor Class, during the year immediately prior to the installation of the Net Metering Facility, (c) shall have, at a minimum, S201 Residential Electrical Contractor License and a S202 Solar Photovoltaic Contractor License, and (d) shall, upon request, provide the Company with proof of compliance with Utah's insurance and bonding requirements.

4. Fees. Customers requesting Net Metering Service shall pay:

a. a Net Metering Application Fee which covers the Company's administrative cost, the Production Meter and the Meter's installation; and

b. the cost, if any, of modifying the Company's system to accommodate the Net Metering Facility.

*In addition, the Customer may be required to pay an Impact Fee and a Meter Fee if the Net Metering Facility is connected to a new Service Connection or increases the capacity of an existing Service Connection.*

All fees must be paid before the Company will inspect the completed installation or will interconnect the Net Metering Facility to the Company's system.

5. Renewable Energy Credits. In the event that the Company becomes subject to federal or state mandated renewable energy requirements, the Company will claim all renewable energy credits associated with production from the Net Metering Facility.

D. Net Metering Application and Approval.

1. The Customer may apply for Net Metering Service by: (a) submitting a completed Net Metering Application and paying the Net Metering Application Fee and (b) completing the Customer Net Metering Orientation Program. A completed Net Metering Application shall include all information requested in the Net Metering Application and its instructions including the design of the Net Metering Facility.

2. Upon receipt of the completed Net Metering Application, the Company shall: (a) approve the Net Metering Application with any conditions or (b) deny the Net Metering Application with the reasons for the denial. The conditions to approval may include modifications to the Company's system, the cost of which the Customer will pay, in advance.

E. Production Meter, Service Meter, and Meter Bases.

1. Service Meter. A Net Metering Service shall have a Service Meter installed and owned by the Company. The Customer shall provide a Meter Base for the Service Meter and shall pay the cost of the Service Meter. A properly operating Service Meter for existing connections will not need to be replaced.

2. Production Meter. In addition to the Service Meter, a Net Metering Service shall have a Production Meter installed and owned by the Company. The Customer shall provide the Meter Base for the Production Meter, which shall be located not less than five feet from the Service Meter.

3. The Company shall own and maintain the Service and Production Meters and the Customer shall own and maintain the Meter Bases. The Meter Bases shall be designed and installed in conformity with the Company's Specifications. Additional information on the location of Meters and Meter Bases is found in the Net Metering Application instructions and the sample diagrams.

F. Installation and Operation of the Net Metering Facility.

1. At the Customer's expense, the Customer shall install, operate, maintain, repair and replace the Net Metering Facility at the Service Address in a manner that conforms to the Net Metering Standards. The Company shall not interconnect the Net Metering Facility, if it does not comply with these standards.

2. Prior to interconnection, the Customer shall:

a. have the Net Metering Facility inspected and approved by city and/or county inspectors and shall obtain any necessary city and/or county permits and pay all applicable fees; and

b. provide the Company with written verification of city and/or county approval of the completed Net Metering Facility and of satisfactory completion of any testing required under the Net Metering Standards.

3. Upon completion of these conditions and payment of all fees, the Company shall inspect the Net Metering Facility, install the Production Meter and place safety labels, as needed, on the Net Metering Facility's components. The Customer may then complete connection of the Net Metering Facility to the Company's system by closing the disconnect switch.

4. The Customer shall not make any modifications to the Net Metering Facility, without the prior written consent of the Company.

G. Company's Inspection and Disconnection of the Net Metering Facility.

1. The Customer shall design the Net Metering Facility so that the disconnection switch is accessible to the Company at all times, without assistance from the Customer or other non-Company personnel.

2. The Company may inspect the Net Metering Facility, at reasonable hours and with reasonable prior notice to the Customer. If the inspection reveals that the Net Metering Facility is not in compliance with the Net Metering Standards, the Company may disconnect the Net Metering Facility and recover a Service Fee.

3. The Company may disconnect the Net Metering Facility, if the Net Metering Facility interferes or threatens to interfere with the safe and efficient operation of the Company's system or does not comply with the Net Metering Standards.

4. The Company shall re-connect the Net Metering Facility if the Customer corrects the deficiencies and pays the Company a Service Fee.

H. Interruption or Reduction of Deliveries. The Company may interrupt or reduce deliveries of Excess Energy: (1) when necessary to construct, install, maintain, repair, replace, remove, investigate, or inspect any of the Company's equipment or part of its system; or (2) if the Company determines in its sole judgment that curtailment, interruption, or reduction is necessary to respond to an Emergency or to comply with prudent utility practice. The Company shall not be liable to the Customer for any loss caused by such interruption or reduction of deliveries.

I. Credit for Excess Energy. The Company shall deduct from the Customer's energy usage in kWh the Excess Energy produced by the Net Metering Facility and delivered to the Company's system. The Customer shall not be entitled to any other credit or adjustment and shall pay all other charges associated with the Service provided to the Customer.

In April of each year, the Company shall pay the Customer for any unused Excess Energy from the period since the last reconciliation computed at the Rate per kWh that the Company charges the Customer for retail Service at the Service Address. The Rate does not include energy or sales tax.

Except as provided in Rule 12 D, readings from the Company's Service Meter and Production Meter shall determine Customer usage and production for the purposes of these Rules. Customers are advised that the meters on inverters are not utility grade and shall not supersede the readings from the Company's Meters.

J. Liability. The Customer shall be responsible for any damage caused by the Net Metering Facility to the Company's distribution system and/or other Customers or the public. The Customer shall be solely responsible for protecting the Customer's Net Metering Facility and all associated equipment, as well as persons and property near the Net Metering Facility, from conditions that may arise on the Company's system, whether or not caused by the Company, such as outages, short circuits, voltage or frequency variations, or other disturbances.

The Customer shall be responsible for the installation and maintenance of applicable protection equipment, and for any damage caused by improper maintenance or faulty equipment. The Company shall not be liable directly or indirectly for permitting or continuing to allow an attachment of a Net Metering Facility, or for the acts or omissions of the Customer that cause loss, property damage, or personal injury, including death, to any person.

The Customer shall defend and indemnify and hold the Company harmless from and against any and all claims or causes of action for personal injury, death, property damage, loss or violation of governmental laws, regulations or orders, which injury, death, damage, loss or violations occurs on or is caused by the Net Metering Facility.

K. Revocation, Modification or Amendment of Policy.

This Rule shall remain in effect, until revoked, modified or amended by the Company's Board, in a manner consistent with applicable law. This Rule gives the Customer no vested right to the continuation of Net Metering Service or this Rule, to interconnect to the Company's system, or to receive payment for Excess Energy in the future. Without limiting the foregoing, the Company may, at some future date, adopt a charge to recover the Company's cost of (1) having facilities and energy available to serve the Customer at times when the Net Metering Facility does not produce sufficient energy to satisfy the Customer's demand and (2) administering the Net Metering program.

## **Service Rule No. 15: LINE EXTENSIONS**

A. Definition. A line extension (“Line Extension”) is a continuation of, or branch from, the nearest available existing distribution line, and/or the installation of additional capacity in lines or facilities to meet the Customer’s requirements at the Service Address. A Line Extension may be single-phase, three-phase, a conversion of single-phase line to a three-phase line or the provision of additional capacity in existing lines or facilities.

B. Procedure.

1. A Customer requesting a Line Extension must submit an Application for Construction of Infrastructure.

2. The Customer shall meet with Company personnel, pay a Job Initiation Fee, and submit a copy of the plans in electronic format compatible with the Company’s software.

3. The Company shall provide the Customer with an infrastructure design and cost estimate good for 30 days. Additional fees may be charged if changes to the Customer’s plans require a new design and cost estimate.

4. Prior to the construction of the Line Extension, the Customer shall be required to sign the Company’s Agreement for Construction of Infrastructure and pay all construction costs. The form of Agreement for Construction of Infrastructure is available on the Company Website.

C. Costs of Construction.

1. The Customer shall pay for all labor, material, overhead, contingencies, and other items of expense required for construction of the Line Extension as set forth in the Agreement for Construction of Infrastructure, including construction of on-site and off-site facilities.

2. The Customer’s off-site cost obligation shall be the cost of constructing the minimum standard facilities necessary to serve the Customer’s new load requirements.

3. All costs of construction must be paid before the Company begins construction of the Line Extension.

D. Additional Capacity. Should the Company elect to install additional capacity or infrastructure greater than that required to meet the Customer’s service requirements, the Customer shall only be required to pay for the cost of the minimum, standard facilities required to serve Customer’s load and load characteristics in compliance with the Company’s service standards.

E. Construction and Design. The design, location, materials and methods of construction of the Line Extension shall be in compliance with the Company’s Specifications, the National Electric Code, the National Electrical Safety Code, and applicable law.

F. Ownership. Line Extensions constructed by the Company or Customer or any infrastructure described in an Agreement for Construction of Infrastructure, including any make-ready work, shall, upon completion and Company acceptance, be owned, operated and maintained by the Company.

G. Easements. The Customer shall convey to the Company any easements required by the Company across the property on which the Line Extension is to be constructed whether or not the property is owned by the Customer or by a third party. The Customer shall also obtain any necessary permits, governmental approvals or zoning changes and pay all costs associated with obtaining the easements, governmental approvals, permits or zoning changes. The Company's easements shall be evidenced by the recorded plat or other recorded document.

H. Refunds.

1. A Customer who enters into an Agreement for Construction of Infrastructure and who pays for a Line Extension is the Initial Customer under this Rule 15 H. and may be eligible for a refund of a portion of the cost of the Line Extension during the first three years ("Refund Period") following completion of construction if additional Customers ("Additional Customers") connect to the Line Extension. The Agreement for Construction of Infrastructure shall include a schedule for refunds by Additional Customers who connect to the Line Extension within the Refund Period.

2. The Company does not offer refunds if the total cost of the Line Extension is less than \$5,000.00 or the new Customer's share of the cost is less than \$300.

3. The Refund Period shall be measured from the date of completion of the Line Extension as shown in the Company records and as noticed to the Customer.

4. The refund schedule shall be based on the total cost of the Line Extension and the following additional factors:

- a. the length of the Line Extension,
- b. the location of the Line Extension,
- c. the number of potential additional Customers that may benefit from the Line Extension,
- d. the type of Service requested, and
- e. any other factor that is reasonably considered to achieve a fair and reasonable allocation of costs.

5. Additional Customers requesting connection during the Refund Period shall pay their proportionate share of the Line Extension as set forth in the refund schedule before being connected to the facilities. The Company shall refund such payments only to the Initial Customer and shall not make or collect refund payments for payment to the Initial Customer's successors, assigns, or heirs.

6. Notwithstanding the other provisions of Rule 15 H. the Company shall have no obligation to the Initial Customer for payment of refunds that it is unable to collect from an Additional Customer for any reason and the Initial Customer shall pay the Company cost of collection including attorney fees.

I. Service. The Company's delivery of Electric Service to the Customer is conditioned upon the Customer complying with the provisions of the Agreement for Construction of Infrastructure and these Rules.

J. Relocation or Modification of Existing Facilities. If feasible, the Company shall relocate or modify existing facilities and/or remove existing overhead lines and install underground facilities at a Customer's request. The Customer shall be required to follow the procedures set forth in this Rule for requesting a Line Extension and pay all related costs and expenses prior to such relocation and/or underground conversion. The costs and expenses related to relocating or modifying existing facilities are not subject to the refund policy described in Section H above.

## **Service Rule No. 16: TREE TRIMMING**

A. Clearance Around Power Lines. The Company maintains clearances of ten feet above, below, and on either side of all power lines and electrical facilities throughout the Company's service territory in accordance with the National Electric Code and the National Electric Safety Code. The Company is not responsible for trimming trees that interfere with telephone, cable, or other lines attached to the Company's poles by third parties.

B. Tree Trimming Near Company's Equipment.

1. Professional Services. The Company contracts with a professional tree trimming service that routinely trims trees to maintain acceptable clearances.

2. Notice. The Company shall provide the Customer with 48 hours' notice of any trees that are scheduled to be trimmed on the Customer's property. Unless the Customer contacts the Company with any questions or concerns, trimming shall proceed as scheduled.

3. Emergency Trimming. The Company shall trim trees in Emergency situations involving power outages or safety without notice to the Customer.

4. Trimming at Customer's Request. The Customer should never attempt to trim trees near power lines. The Customer may however, at the Customer's expense, hire a professional tree trimming service to trim trees on the Customer's property near the Company's power lines. The Customer may also contact the Company to request tree trimming near a power line, and, if trimming is necessary for safe, reliable service, the Company shall perform the tree trimming at no charge to the Customer.

C. Tree Trimming Near Customer's Equipment. At the Customer's request, the Company shall also trim trees that interfere with the service equipment that the Customer is required to maintain. The Company may do this at no charge to the Customer, but the Company shall not perform clean up or removal of the tree trimmings from the Customer's premises.

D. Tree Hazard or Disease. When a tree is deemed hazardous, diseased, or cannot be pruned effectively without significant impact to its health or its shape, the Company may recommend complete removal of the tree, at Company's expense.



## **Service Rule No. 17: DISPUTE RESOLUTION**

A. Informal Resolution. From time to time, misunderstandings or disagreements may arise between people acting in good faith. The Company's customer service employees are dedicated to answering Customer questions and resolving Customer concerns. Customers are thus strongly encouraged to talk with Company employees to informally resolve any concern.

B. General Manager Review. A Customer who is unable to obtain an informal resolution of a dispute may request that the Company's General Manager review the matter. This request may be oral or written and should describe the dispute and desired resolution. The General Manager shall meet with the Customer and review with the Customer any relevant information provided by the Customer or obtained from Company records or employees. Within 30 business days of the meeting, the General Manager shall provide the Customer with a written decision.

C. Board Review.

1. Request for Review. A Customer may appeal the General Manager's decision to the Board by delivering, within five business days of the General Manager's decision, a written request for Board review to the Board's secretary at Heber Light & Power Company, 31 South 100 West, Heber City, Utah 84032. The request for review should describe the dispute and desired resolution.

2. Notice and Board Meeting. The Board shall give the Customer, at least five business days' notice of the date and time of the meeting to consider the Customer's request for review. The Customer shall be given the opportunity to provide relevant written information before the meeting. The Board may, but is not required to, permit the Customer to speak or to present evidence at the meeting. The Board shall thereafter notify the Customer in writing of its decision, which shall be final.

3. Summary Denial of Request. The Board may refuse to consider the Customer's request for review if Customer fails: (a) to timely submit the request for review, (b) does not provide documents, data or other information justifying reversal of the General Manager's decision, or (c) does not provide information requested by the Board.

D. Termination of Service. If the dispute concerns payment for or termination of Electric Service, the Company shall not terminate Electric Service while the dispute resolution procedure is proceeding, provided that the Customer has paid any undisputed amounts. In addition, the Company may terminate service in the event of an Emergency, even if a request for review is pending. If the Customer is not successful in challenging the Bill, the Customer shall pay any Amounts Due and the Late Payment Charge.

E. Ombudsman. Customers within certain areas of the Company's service territory may contact the Company ombudsman for resolution of certain disputes as provided in the Company's franchise agreements.