

MAY 22, 2024



ELECTRICAL DISTRICT NO. 3

RULES & REGULATIONS

These Guidelines were originally adopted by the Board of Directors of Electrical District No. 3 of Pinal County, Arizona, on November 13, 2001 pursuant to ARS § 48-1747.

All revisions or updates are dated herein.

ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY
41630 W. Louis Johnson Dr., Maricopa, AZ 85138

TABLE OF CONTENTS	1
1 PREAMBLE.....	2
2 APPLICATION FOR SERVICE.....	3
3 SERVICE ENTRANCE – METERING & CONSTRUCTION PROVISIONS.....	4
4 EASEMENTS.....	6
5 PAYMENT OF POWER BILLS	7
6 CUSTOMER PROTECTION.....	8
7 DISCONTINUANCE OF SERVICE	9
8 SERVICE FEES.....	10
9 FRAUD & POWER THEFT	11
10 BALANCING OF LOAD	12
11 INTERRUPTION OF SERVICE	13
12 VOLTAGE FLUCTUATIONS CAUSED BY CUSTOMER.....	14
13 ADDITIONAL LOAD	15
14 STANDBY AND RESALE OF SERVICE.....	16
15 NOTICE OF TROUBLE.....	17
16 SWITCH OPERATION.....	18
17 NON-STANDARD SERVICE.....	19
18 RATE INCREASES.....	20
19 TEMPORARY SERVICE	21
20 POWER FACTOR ADJUSTMENT	22
21 DETERMINATION OF DEMAND	23
22 CONDITIONS GOVERNING EXTENSIONS OF ELECTRIC DISTRIBUTION LINES AND SERVICES.....	24
23 REAL ESTATE DEVELOPMENTS	26
24 CUSTOMERS EQUIPMENT AND ITS OPERATION.....	27
25 LIABILITY	28
26 SCHEDULE OF CHARGES AND FEES.....	29
27 DESIGN DEPOSIT SCHEDULE	32

These Electric Service Guidelines were adopted pursuant to A.R.S. Section 48-1747.

1.1 All Services Provided

These Electric Service Guidelines are a part of all contracts for receiving electric service from the Electrical District No. 3, Pinal County, Arizona, (herein after referred to as the "District"), and apply to all service received from the District, whether the service 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 kept open for inspection at the offices of the district.

1.2 Revision

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. Such changes, when effective, shall have the same force as the present Electric Service Guidelines.

1.3 Conflict

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.

- 2.1 Standard Form of Application
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 all Rules and Regulations hereunder.
- 2.2 Security Deposits – Residential
Before furnishing service to a prospective Residential Customer desiring electric service, the District may require the prospective Residential Customer to furnish a Cash Deposit guaranteeing the payment of power bills. See Section 26.0 Schedule of Charges and Fees. The Cash Security Deposit may be waived under the following conditions:
- 2.2.1 Proof of service of a comparable nature with the District within the past two (2) years and was not delinquent in payment more than twice during the last twelve (12) consecutive months or was not disconnected for nonpayment.
- 2.2.2 A satisfactory report is obtained by the District from a credit reporting agency of the District's choice.
- 2.3 Security Deposits may be credited against the Residential Customer's account after two (2) years of satisfactory payment of bills by the Customer, or upon termination of service to the account.
- 2.4 Cash Deposits or other Instruments of Credit will not be credited against the Residential Customer's account if the Customer has been delinquent more than two (2) times on the payment of bills or is disconnected for non-payment during the past twelve (12) consecutive months or if the District determines that the Customer's future ability to pay in a normal manner may be in jeopardy.
- 2.5 Upon termination of service, the deposit will be applied by the District against unpaid bills of Customer; and if any balance remains after such application is made, said balance shall be refunded to Customer. ED3 will not issue a refund check for less than five dollars (\$5.00) unless a request is submitted by customer. Requests must be made within 30 days of service termination. ED3 will not issue a check for less than one dollar (\$1.00).
- 2.6 Security Deposits – Small and Large General Service, Small and Large Industrial Service & Agricultural (Non-Residential)
- 2.6.1 Before furnishing service to a prospective Non-Residential Customer desiring electric service, the District may require the prospective Customer to furnish a suitable lien guaranteeing the payment of power bills or, in the alternative, a Deposit, surety bond or other suitable guarantee. A deposit will not be required when service is supplied to Federal, State, County, or Municipal Agencies. See Section 26.0 Schedule of Charges and Fees
- 2.6.2 Security Deposits will be credited to the Customer's account upon termination of service. The District will review requests for refunds of cash Security Deposits or other Instruments of Credit, on a case-by-case basis. In no event, however, will there be a refund after less than two (2) years of continuous service from the District.
- 2.6.3 Cash Deposits or other Instruments of Credit will not be returned if the Customer has been delinquent more than two (2) times on the payment of bills or is disconnected for non-payment during the past twelve (12) consecutive months or if the District determines that the Customer's future ability to pay in a normal manner may be in jeopardy.
- 2.6.4 Upon termination of service, the Security Deposit will be applied by the District against unpaid bills of Customer. Any remaining balance will be refunded to the Customer. ED3 will not issue a refund check for less than five dollars (\$5.00) unless a request is submitted by customer. Requests must be made within 30 days of service termination. ED3 will not issue a check for less than one dollar (\$1.00).
- 2.6.5 If the District requests a deposit be made due to the past-due amounts or late payment history, at establishment of service, 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, non-payment of the deposit will be grounds for termination of service.
- 2.7 Interest will be paid on all cash Security Deposits held by the District for one hundred eighty days (180) or longer at the established one (1) year Treasury Constant Maturities Rate effective on January 1 of each year. This Rate can be found on the Federal Reserve website: www.federalreserve.gov.
- 2.8 Nothing in these Rules and Regulations prevents the collection of additional or new deposits when conditions warrant as determined by the District.
- 2.9 Telephonic & Electronic Contact
Customer hereby expressly consents to the District's use of automated technologies including, but not limited to, automated dialing systems, announcing systems, or prerecorded messages, to contact the Customer on any landline or cellular telephone number, as well as electronic mailing, supplied to the District with information relating to the Customer's account or the services provided to the Customer by the District.

- 3.1 Service Entrance – Metering & Construction Provisions
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.
- 3.2 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.
- 3.3 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).
- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 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.
- 3.8 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.
- 3.9 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.
- 3.10 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. See Section 26.0 Schedule of Charges and Fees. 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.
- 3.11 Customers desiring underground service lines from the District's overhead system must bear the excess cost incident thereto as specified in Section 22.4 of these Electric Service Guidelines. Specifications and terms for such construction will be furnished by the District upon request.
- 3.12 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.
- 3.12.1 Irrigation and sprinkler equipment located in area of ground mounted equipment should be positioned far enough away to avoid equipment damage. District reserves the right to notify Customer of a dry zone landscaping conflict and request compliance with same. Non-compliance may result in the removal of Customer equipment or landscaping by District and costs shall be paid by the Customer.
- 3.12.2 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.

- 3.13 Meters will normally be read the same day of each month except there will be a five (5)-day allowance each way to take care of Sundays, holidays, or other unusual conditions.
- 3.14 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, workload 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.
- 3.15 The District identified employees shall have access to Customer's premises at all reasonable times for the purpose of inspecting all wiring and devices, reading meters, testing, repairing, removing, or exchanging any and all equipment belonging to District.
- 3.16 A No Access Fee may be added to the Customer's bill if access is not available at all reasonable times. See Section 26.0 Schedule of Charges and Fees.

- 4.1 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.
- 4.2 When Customers 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 request removal of equipment or vegetation obstruction and the cost shall be paid by the Customer.
 - 4.2.1 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.

- 5.1 All bills for power, service, or other matters, shall be due and payable to the District when mailed. All bills shall become delinquent twenty (20) days after mailing and shall thereafter carry a Late Fee per account.
- 5.2 All services under said Customer's name are subject to disconnection thereafter.
- 5.3 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. See Section 26.0 Schedule of Charges and Fees.
- 5.4 All regular billing periods shall be assumed to have thirty (30) days.
- 5.5 On opening or reconnecting accounts for service under all Residential and Small and Large General Service schedules where no billing demand is involved, bills are rendered on the basis of a full month.
- 5.6 When an account for service supplied under all Residential and Small and Large General Service schedules where no billing demand is involved, billing will be on the basis of a full month.
- 5.7 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.
- 5.8 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.
- 5.9 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.
- 5.10 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.
- 5.11 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.
- 5.12 Conversion to Electronic Funds Transfer (EFT)
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.

- 6.1 In accordance with state law, the District will not release Customer information, account information, and related proprietary information including, for example, name, mailing address, service address, telephone number, account number and account usage to third parties for commercial or law enforcement purposes unless the Customer specifically waives the confidentiality of such information in writing or unless otherwise provided by court order.

- 7.1 The District may refuse to connect or may discontinue service for the violation of any part of its Electric Service Guidelines, or for failure to pay charges for service when due, or for violation of any provision of the Schedule of Rates and Section 26.0 Schedule of Charges and Fees or of the application of Customer or contract with the Customer. The District reserves the right to refuse to supply service to loads of a character which may seriously impair service to any other Customer and shall have the right to discontinue service to any Customer who shall continue to use appliances or apparatus detrimental to the service after being notified by the District.
- 7.2 The District may discontinue service to Customer for the theft or bypassing of metering apparatus of current devices or the appearance of theft devices on the premises of Customer.
- 7.3 The discontinuance of service by the District for any causes as stated in these Guidelines does not release Customer from his obligations to the District for the payment of minimum bills as specified in application of Customer or contract with Customer.
- 7.4 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.
- 7.5 Individual Liability for Joint Service
- 7.5.1 Where two (2) or more persons join in one (1) application or contract for District services, including but not limited to service to wells, 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.
- 7.5.2 Whether or not the District obtains a joint application for service, 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.
- 7.5.3 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.

8.1 Service Establishment, Reconnect or Re-Establishment Fees

An electric service establishment fee will be assessed per meter each time the District is requested 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.

- 8.1.1 A service establishment fee will normally be collected before establishment, reconnection, or re-establishment of electrical service.
- 8.1.2 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.
- 8.1.3 A service establishment fees will also be assessed when a Customer changes their rate selection.
- 8.1.4 A fee will be assessed if the District has to terminate service to a customer by disconnecting the service from the District's system by other means than turning off the meter. See Section 26.0 Schedule of Charges and Fees.

8.2 Issuance of Refund Credit to Customers with Other Open Accounts

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.

- 8.2.1 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 2.3.

8.3 Check Re-Issuance Fee

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.

- 8.3.1 Although the District will attempt to locate the most recent mailing address, it remains the responsibility of the Customer or Vendor to communicate updated information to the proper District personnel in Customer Service. Should a check require re-issuance due to insufficient mailing address information, this fee will be deducted from the total check amount. See Section 26.0 Schedule of Charges and Fees.

8.4 Minimum Bill Charge

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 whenever the switch is turned back on from a location that is using little or no power. Current rates are structured to collect these costs in the usage charges. The Minimum Bill Charge amount is applied when the total of all charges, excluding Taxes and the Commitment to Community Surcharge Rider No. 05, falls below the amount of the Minimum Bill Charge referenced on the Rate.

- 8.5 If the same customer disconnects and reconnects within 12 (twelve) months, a charge equivalent to the minimum bill that would have been collected will be assessed. See Section 26.0 Schedule of Charges and Fees.

- 9.1 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.
- 9.2 No meter or other instrument installed for measuring the quantity of electricity consumed may be wrongfully obstructed, altered, injured, bypassed, or prevented from functioning.
- 9.3 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. See Section 26.0 Schedule of Charges and Fees.
- 9.4 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.
- 9.5 If the District has any evidence that any of the conditions of Section 9.1 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.
- 9.5.1 Under **Arizona Revised Statutes § 13-3724 D**, obtaining utility service fraudulently is a Class 6 Felony.
- 9.6 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.
- 9.7 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 Rules and Regulations.

- 10.1 Load unbalance shall not exceed twenty percent (20%) on single-phase or ten percent (10%) on three-phase loads at any time on the various phase wires. On combined loads, single and three-phase loads shall be measured for balancing of load separately.

11.1 INTERRUPTION OF SERVICE

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, or any conditions beyond reasonable control. In the event of such interruption or shortage, the District shall not be liable for any loss or damage occasioned thereby, nor shall such interruption or shortage constitute a breach of the District's contract with the Customer.

11.2 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, public notice shall be given to the Customer and the repairs or improvements will be prosecuted with diligence, and as is feasible, at such times as will cause the least inconvenience to the Customer.

11.3 If Load reduction is required, Customer Load will be curtailed as deemed practicable by the District at its sole discretion.

- 12.1 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 his own expense, to install suitable apparatus which will reasonably limit such fluctuations.

- 13.1 The service connection, transformers, meter, and equipment supplied by the District for each Customer have definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of the District. Failure to obtain the District's consent for same shall render Customer liable for any damage to any of the District's lines or equipment caused by such additions or changes in loads.

- 14.1 All purchased electric service (other than emergency or standby service) used on the premises of Customer shall be supplied exclusively by the District; and Customer shall not, directly, or indirectly sell, sublet, assign, or otherwise dispose of the electric service or any part thereof.

- 15.1 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.
- 15.2 After notice from Customer, District will be responsible for promptly making repairs to damage occurring to the District's equipment which damage impairs service to its Customers or results in a hazardous condition.

- 16.1 All connections to and disconnects from District facilities shall be made only by District personnel. Such operations which shall be performed only by District personnel shall include the opening and closing of switches, clamps, or other devices by which the Customer's facilities are connected to the District facilities.
- 16.2 Any Customer violating this regulation, directly or through the actions of his agent or contractor, shall be liable for any damages that may result and shall further be subject to having his service discontinued without notice by the District.

- 17.1 The Customer shall pay the cost of any special installation necessary to meet his particular requirements for service at other than standard voltages, or for the supply of closer voltage regulation than required by standard practice.

- 18.1 District is a non-profit political subdivision and municipal corporation under the laws of the State of Arizona. The rates, as set out in the District's Rates and Riders 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.

- 19.1 Temporary service as herein defined includes but is not limited to trailers, circuses, bazaars, fairs, concessions and similar enterprises, construction works, of a temporary nature, and to ventures of such uncertain, speculative character that their permanency is questionable. The District may, when it will not impair power for District Customers' needs, supply such temporary service contingent on availability of power and facilities.
- 19.2 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.
- 19.3 Customer or 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.
- 19.4 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.

20.1 Customers must operate their equipment and apply such corrective devices as may be necessary to produce a Power Factor of not less than ninety-five percent (95%) lagging at each metering point. If the power factor falls below ninety-five percent (95%) at any point during any billing period, then the District will:

- Require that the Customer correct the power factor to an acceptable level at Customer's own expense.
- Adjust the billing demand based on the following formula:

Minimum Monthly Required Power Factor = 95%

$(\text{Demand Reading} \times \text{Rate Master Power Factor}) \div \text{Power Factor}$

Reading from Meter = Bill Demand

- 21.1 Unless the schedule provides otherwise, the demand for billing purposes shall be the average kilowatts supplied during the fifteen (15)-minute period of maximum use during the month as determined by suitable indicating or recording instruments.

- 22.1 Unless otherwise specified elsewhere in these Electric Service Guidelines, all specifications and requirements for extensions will be governed by one (1) or more of the following agreements found in the New Service Packets, a feasibility study as applicable, as well as design deposits: Request for relocation or conversion of ED3 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.
- 22.2 The following forms are available in New Service Packets:
- Trenching and Conduit Agreement Requirements
 - Trenching and Conduit Agreement Specifications
 - Design and Construction Agreement - Individual (Non-Multiple Unit) Residential – (Five or Fewer Meters)
 - Design and Construction Agreement - Minor Land Division - Residential (Maximum of Five Lots)
 - Design and Construction Agreement - Master Planned Development – Residential
 - Design and Construction Agreement – Master Planned Multi-Unit - Residential
 - Design and Construction Agreement - Commercial (Other than Residential)
 - Design and Construction Agreement - Temporary Construction Service
 - Any other agreements which must be signed by Customers requesting an extension of District facilities prior to any design or construction activity.
- 22.3 Line Extensions
- 22.3.1 Individual (Non-Multiple Unit) Residential Extension Customer with five (5) or fewer meters will pay one hundred percent (100%) of all the costs of a Line Extension.
- 22.3.2 Minor Land Division Customer with a maximum of five (5) lots or fewer will pay one hundred percent (100%) of all the costs of a Line Extension.
- 22.3.3 Master Planned Developments will be governed by the terms stated in the “Design and Construction Agreement for Master Planned Developments according to the Reimbursable Contribution in Aid of Construction (RCIAC) terms stated therein”. This will apply to all projects of more than five (5) meters.
- 22.3.4 Commercial (Other than Residential) Developments will be governed by a Commercial (Other than Residential) - Design and Construction Agreement and shall pay one hundred percent (100%) of the line extension costs prior to commencing construction.
- 22.4 Design Deposits
- Fees for design will be covered by a deposit set forth in Section 27.0. 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.
- 22.5 Conditions That Apply to All Customer Classes
- 22.5.1 A Trenching Agreement, Commercial Design and Construction Agreement, or a Design and Construction Residential Development Agreement, should be signed by the Customer and kept on file. Payment of all charges should be received prior to any District design or construction activity.
- 22.5.2 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 equipment of other utilities on said ROW by District.
- 22.5.3 If requested by the District, a site, plot plan, and electrical diagrams must be furnished to the District. Line extensions on which advances of construction have been made shall remain the sole property of the District free from any lien or right in favor of the Customer who made the advance on cost of construction, except for the right to receive service under an applicable Rate Schedule at the premises specified in an application for service.
- 22.5.4 Any Customer requesting that District prepare detailed plans, specifications, or cost estimates may be required to provide an advance of construction with District in an amount equal to the estimated cost of preparation. Where the Customer authorizes District to proceed with construction of the extension, the advance on the cost of construction will be credited to the actual cost of construction; otherwise the advance will be non-refundable.
- 22.5.5 A Contribution in Aid of Construction (CIAC) made by the Customer for line extensions will not bear interest.
- 22.5.6 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, may be required to make a Contribution in Aid of Construction (CIAC) toward District’s cost of construction.

- 22.5.7 A Customer who requests relocations, modifications, or other alterations of the District's facilities for the Customer's own benefit may be required to make a Contribution in Aid of Construction (CIAC) toward District's construction costs to the extent that the facility changes are solely for the benefit of the Customer.
 - 22.5.8 Any line extension and / or reconstruction of existing single and dual phase facilities to dual or three-phase facilities may be individually evaluated. Depending on the results of the economic feasibility provision, such line extensions may also be required to provide a Contribution in Aid of Construction (CIAC) toward construction.
 - 22.5.9 Customer advances may be entitled to a 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 advance applicable to common facilities used to serve original Customer and new Customer.
 - 22.5.10 The amount of any refund to the existing Customer will be collected as a portion of the advance 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.
- 22.6 Underground Service
- 22.6.1 Requests for underground services will be considered separately by the District. In all cases, however, the Customer will provide the following:
 - 22.6.1.1 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.
- 22.7 If 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.
- 22.8 Dedicated Substation Service
- 22.8.1 Customers receiving dedicated substation service will be required to advance the capital costs associated with service to the Customer.
 - 22.8.2 These advanced capital costs will be credited back to the Customer without interest in the form of a waiver of the monthly Facilities Charge until such time as all advanced funds have been credited back to the Customer.

- 23.1 Contribution in Aid of Construction (CIAC) and Reimbursable Contribution in Aid of Construction (RCIAC)
 - 23.1.1 Contribution in Aid of Construction (CIAC) and Reimbursable Contribution in Aid of Construction (RCIAC) for extensions of electric facilities to real estate developments including residential sub-divisions, industrial parks, mobile home parks, apartment complexes, planned area developments, etc., will be governed by the appropriate type of Design and Construction Agreement and or other agreements which must be signed by Customer or Developer prior to any design or construction activity.

- 24.1 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; overcurrent 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.
- 24.2 A Customer receiving three-phase electric Energy 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.
- 24.3 See Section 20.1 regarding Power Factor Adjustment.
- 24.4 Require the Customer, at their cost, to be continuously metered with a separate meter that registers KVA, KVARs or actual power factor.
- 24.5 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.
- 24.6 In case of three-phase motors driving elevators, hoists, tramways, cranes, conveyors, or other equipment, which would create hazard to life in the event of uncontrolled reversal of motor rotation, Customer will provide reverse-phase and open-phase protection, at the Customer's expense, to disconnect the motors from the line completely in the event of phase reversal or loss of one phase.

- 25.1 District assumes no responsibility for and makes no warranty, express or implied, 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.
- 25.2 Except in those instances when District is grossly negligent, the Customer will indemnify and hold harmless District from and against all claims for loss of or injury or damage to persons or property arising out of (i) the delivery or use of electric service at or on the Customer's side of the Point of Delivery, or (ii) the Customer's delivery of electricity to District. 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.
- 25.3 In accepting service, the Customer grants to District's 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, or inspecting any of District's meters, wires, poles or other apparatus.
- 25.4 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.
- 25.5 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. If Customer desires to increase the amount of his connected load, he 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 cost of repairing or replacing the damaged equipment.
- 25.6 District will endeavor at all times to provide a regular and uninterrupted supply of service but does not guarantee the same.
- 25.7 Notwithstanding any other provision of these Rules and Regulations, each Customer receiving electrical power 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.
- 25.8 Whenever District deems it necessary to make repairs, perform preventative maintenance, or make improvements to its system; District may temporarily interrupt service to the Customer. The making of such repairs or improvements will be made as rapidly as may be practicable, and if practicable, at such times as will cause the least inconvenience to the Customer. District will endeavor to give the Customer as much advance notice of an interruption as possible.
- 25.9 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.
- 25.10 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 Rules and Regulations 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 will be 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.
- 25.11 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 this Section. In consideration for the services being rendered to it, the Customer hereby releases and holds harmless District from 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 effected by District because load reduction is required.
- 25.12 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.

DESCRIPTION OF CHARGE OR FEE		AMOUNT	EXPLANATION
01 – CHECK RE-ISSUANCE FEE			
	Per Check	\$35.00	<i>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.</i>
02 – CREDIT CARD FEE			
	Credit Card Payments		<i>Credit card payments are accepted with No Service Fees passed onto the customers at this time.</i>
03 – DAMAGE REPAIR FEES			
03 A	Damaged Meter Fees		
03 A 1	2S Meters	\$170.00	Per Meter
03 A 2	4S Meters	\$195.00	
03 A 3	5S, 9S, 12S, 16S Meters	\$500.00	
03 B	Damaged Rotary Lock (Per Lock)	\$10.00	Per Lock/Meter
03 C	Damaged Steel Lock-Ring (Per Ring)	\$25.00	Per Lock Ring/Per Meter
<i>Please note: Design Deposits & Fees can be found in Section 27.0</i>			
04 – DISTRIBUTED GENERATION FIXED COST RECOVERY CHARGE			
	DGFCRC – Adjustment (Per DG kW/Per Month) – <i>systems that are 50kW or less with the retail customer being on a non-demand rate.</i>	\$2.85*	The monthly Distributed Generation Fixed Cost Recovery Charge (DGFCRC) shall be applied based on the nameplate kW-DC power rating of the distributed generation facility. <i>*This charge shall apply to all new DG customers whose applications are approved on or after July 2, 2015, and systems that are 50kW or less with the retail customer being on a non-demand rate.</i>
05 – DISTRIBUTED GENERATION – MISCELLANEOUS FEES			
05 A	Service Entrance (Panel) Changes	\$100.00	Upgrading or derating of service entrance panel.
05 B	Distributed Generation Engineering Analysis for Interconnections	\$500.00	Evaluation to determine necessary changes to integrate the proposed distributed generation system. Non-refundable.
06 – LATE FEE			
	Late Fee – ALL Billing Classes (Per Account)	\$4.00*	Two Percent (2%) of Unpaid Balance (*\$4.00 Minimum) <i>*Balances of \$10 or less are not assessed a late fee.</i>
07 – METERING FEES			
07 A	Non-Automated Meter Reading Fee – RESIDENTIAL ONLY (Per Meter / Per Month) <i>CLOSED to new customers effective 04/01/2024</i>	\$30.00	Per Meter / Per Month - Fee charged for monthly site visit required to have meter reader services provided to Residential customers who choose to retain Non-Automated Meters. <i>Residential customers who opt out and elect to retain Non-Automated Meters will be billed under the Standard Residential Rate (01) and will not be eligible for Time-of-Use Plans.</i>
07 B	Enrollment Fee for Non-Automated Meter Reading (Per Meter) <i>CLOSED to new customers effective 04/01/2024</i>	\$75.00	Fee to sign up those customers who elect to continue to use Non-Automated Meter (Per Meter)
07 C	Meter Testing Fee (Per Meter) – All Meter Types	\$25.00	See Section 3.10 for complete explanation of variance and billing adjustments (if applicable).
08 – MINIMUM BILL CHARGE			
	ALL Billing Classes (Per Account)	Per Rate Schedule	Accounts are subject to a monthly Minimum Bill Charge. The Minimum Bill Charge amount is applied when the total of all charges, excluding Taxes and Commitment to Community Surcharge, falls below the amount of the Minimum Bill Charge referenced on the Rate. Same customer reconnecting within twelve (12) months will be assessed the Minimum Bill Charge per month for each month service location was disconnected.

09 – NO ACCESS FEE			
	ALL Billing Classes	\$75.00	See Section 3.16
10 – PAYMENT ARRANGEMENT FEES			
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
11 – 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.
12 – PROCESSING FEES (DELINQUENT ACCOUNTS DISCONNECTION FOR NON-PAY)			
12 A	Processing Fees - Residential		
12 A 1	Processing Fee (Delinquent Accounts) - Residential – SAME DAY	\$50.00	Standard Residential Same Day Processing Fee
12 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
12 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
12 B	Processing Fees – Small & Large General Service (Non-Residential) & Small and Large Industrial (Non-Residential)		
12 B 1	Processing Fee (Delinquent Accounts) - Small & Large General Service (Non-Residential) & Small & Large Industrial (Non-Residential) - SAME DAY	\$60.00	Standard Small & Large General Service (Non-Residential) & Small & Large Industrial (Non-Residential) Same Day Processing Fee
12 B 2	Processing Fee (Delinquent Accounts) - Small & Large General Service (Non-Residential) & Small & Large Industrial (Non-Residential) - AFTER HOURS / WEEKENDS	\$120.00	Standard Small & Large General Service (Non-Residential) & Small & Large Industrial (Non-Residential) Same Day Processing Fee PLUS \$60.00
12 B 3	Processing Fee (Delinquent Accounts) - Small & Large General Service (Non-Residential) & Small & Large Industrial (Non-Residential) - OTHER THAN AT METER	\$250.00	Standard Small & Large General Service (Non-Residential) & Small & Large Industrial (Non-Residential) Same Day Processing Fee PLUS \$190.00
13 – RETURNED (UNPAID) ITEMS FEE			
	ALL Billing Classes (Per Unpaid Item/Per Account)	\$35.00	<i>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 any reason this fee will be applied per Unpaid Item / per account.</i>
14 – SECURITY DEPOSITS			
14 A	Security Deposit – Residential	\$250.00**	<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>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. ED3 will not issue a refund check for less than five dollars (\$5.00)</p>
14 B	Security Deposit – Small & Large General Service (Non-Residential) & Small & Large Industrial (Non-Residential)	\$250.00**	Standard Deposit – Small & Large General Service (Non-Residential) & Small & Large Industrial (Non-Residential) is Two times (2 x's) the Highest Estimated Maximum Monthly Bill (**\$250 Minimum)

			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. ED3 will not issue a refund check for less than five dollars (\$5.00).
15 – SERVICE ESTABLISHMENT FEES (TURN-ON/INITIATION/RE-ESTABLISHMENT)			
15 A	Service Establishment Fees – Residential		
15 A 1	Service Establishment Fee - Residential – NEXT Business Day During Normal Work Hours	\$25.00	Standard Residential Fee
15 A 2	Service Establishment Fee - Residential – SAME Business Day During Normal Work Hours	\$50.00	Standard Residential Fee of \$25.00 PLUS Additional fee of \$25.00
15 A 3	Service Establishment Fee – Residential – AFTER HOURS/WEEKENDS	\$75.00	Standard Residential Fee of \$25.00 PLUS Additional fee of \$50.00
15 B	Service Establishment Fee – Non-Residential		
15 B 1	Service Establishment Fee – Non-Residential - NEXT Business Day During Normal Work Hours	\$35.00	Standard Non-Residential Fee
15 B 2	Service Establishment Fee – Non-Residential - SAME Business Day During Normal Work Hours	\$60.00	Standard Non-Residential Fee of \$35.00 PLUS Additional Fee of \$25.00
15 B 3	Service Establishment Fee – Non-Residential – AFTER HOURS / WEEKENDS	\$75.00	Standard Non-Residential Fee of \$35.00 PLUS Additional Fee of \$40.00
16 – SITE VISIT FEES			
16 A	Site Visit (Per Site/Per Visit)	\$100.00	
16 B	Streetlight Shade Retrofit (Per Shade/Shield)	\$100.00	Addition / Removal / Modification of Shade / Shield to an existing Streetlight.

Project Type	Minimum* Advanced Design Deposit Amounts
Residential Projects/Design Deposits/Minimum Advance	
INDIVIDUAL RESIDENTIAL (NON-MULTIPLE USE) Five (5) or fewer Meters	\$500 per design
MULTIPLE-UNIT RESIDENTIAL Two (2) or more units, individually metered	\$500 for design of the first five (5) units \$50 for each additional unit
MINOR LAND DIVISION Maximum of Five (5) Lots total	\$1,000 for the design of first two (2) Lots \$200 for each additional lot design
MASTER PLANNED RESIDENTIAL DEVELOPMENTS Six (6) or more Lots (Design Deposits for Master Planned Residential Developments will be part of the Per-Lot Reimbursable Contribution in Aid of Construction (RCIAC) amount.)	\$2,500 per parcel Design Review - PREVIOUSLY Designed Subdivisions - \$25 / lot
Non-Residential Projects	
100 – 400 amps**	\$550 per design
401 – 4000 amps**	\$1.50 per amp up to a maximum of \$4,000
4001 – 10000 amps**	\$1 per amp up to a maximum of \$8,000
10001 – 15000 amps**	5% preliminary construction cost up to a maximum of \$15,000
15001 + amps**	5% preliminary construction cost up to a maximum of \$35,000
Irrigation Projects	
Agricultural Irrigation	\$500 per design
Lighting Projects	
Street Lighting (Outside of Planned Community)	\$350 per design (Estimated)
Temporary	
Temporary Construction Power	\$500 per design
Other	
Line Relocations or Removals	\$100 Site Visit Fee plus Cost as Estimated for Project Design
Conversion from Overhead to Underground	\$100 Site Visit Fee plus \$2,000 per mile
Non-Standard Projects	\$100 Site Visit Fee plus Cost as Estimated for Project Design

***Final Total Costs will be Credited or Billed**

**** Unknown ampacity ratings will be determined by ED3 Engineering**