



Ticaboo Utility Improvement District  
Ticaboo, UT

Original Sheet No. A

P.S.C. Utah No. 1

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ELECTRIC SERVICE REGULATIONS  
of  
TICABOO UTILITY IMPROVEMENT DISTRICT  
for  
ELECTRIC SERVICE  
in the  
STATE OF UTAH  
under  
PUBLIC SERVICE COMMISSION OF UTAH



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## REGULATION R01: General Provisions

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### Section 01.01 Mission Statement

- (a) The Ticaboo Utility Improvement District (the “District”) was created in October 2009 as an independent local improvement district under Title 17B, Chapter 1, Part 2 of the Utah Code Annotated (“UCA”) (2009), by petition of the registered voters within the District to the County Commission of Garfield County, Utah, to provide the generation, distribution and sale of electricity. The District is a political subdivision and operates as an improvement district in accordance with Title 17B, Chapter 2a, Part 4 of the Utah Code (2012) and a local district in accordance with Title 17B, Chapter 1 of the Utah Code (2012). The District is a public utility subject to the jurisdiction of the Public Service Commission (except the District is not subject to UCA § 54-7-12). The District has received a certificate of public convenience and necessity from the Utah Public Service Commission to provide electricity within the District’s boundaries.

### Section 01.02 District Government Vested In the Board Of Trustees

- (a) The District is governed by a Board of Trustees (hereinafter referred to as the “Board”), which manages and conducts the business and affairs of the District and determines all questions of District policy. The Board may exercise all powers and perform all functions in the operation of the District and its properties as are ordinarily exercised by the governing body of a political subdivision of the State of Utah and as are necessary to accomplish the purposes of the District. (UCA § 17B-1-301 (2012)).
- (b) The Board is composed of five (5) Trustees appointed by the Garfield County Commission for terms of four years, except that the initial terms shall be staggered so that the term of approximately half of the Board expires every two (2) years. (UCA § 17B-1-303 (2012)).
- (c) The District Manager and the subordinate officers and employees shall execute the will of the Board as expressed by Board policy and direction.



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## Section 01.03 Tariff and Rate Schedules

- (a) The schedule of rates may be revised and amended from time to time when, in the opinion of the District's Board of Trustees, revisions are necessary to yield revenues adequate for the payment of operating expenses, capital improvements, bond indebtedness, and other obligations existing against the system together with any interest due thereon.
- (b) Prior to the implementation of any rate increase, the District will hold a public meeting for all its Customers and members. Notice will be mailed at least ten days prior to the meeting. In addition, any schedule of new rates or other change that results in new rates must be approved by the Board.
- (c) All charges not specifically listed in this Tariff that are the responsibility of the Applicant or Customer, including for example, the cost of cutting and replacing pavement and cement where necessary, shall be fixed and charged as determined by the District Manager.
- (d) All actual costs occasioned by a nonstandard request of a Customer shall be paid by the Customer. The District's rates for items necessitated by such requests, as set forth in this Tariff, shall also be paid by the Customer.
- (e) Unless the District is otherwise contractually bound, the rates shall be determined from the Tariff in effect at the time Service is rendered and shall not be determined by any estimate received from the District. There shall be no guarantee that any quoted rate, whether oral or written, will be in effect when the Service is actually rendered.
- (f) The District Manager shall file with the Commission for informational purposes only the current Tariff at least annually, and any time the rates are increased. (UCA § 54-4-1.1 (2012)).
- (g) This Tariff will be produced in loose-leaf form and contain all the requirements as described in Rule R746-405. A copy of the effective Tariff will be maintained and open for public inspection at the District's office at all times. The District will post in a conspicuous place in its office a notice to the effect that copies of the schedule of applicable rates in the District are on file and may be inspected by anyone desiring to do so. (R746-405-2(F)).
- (h) The District will ensure that canceled tariff sheets are removed from the binder of currently effective tariffs. The District will permanently retain a file of all canceled tariff sheets. (R746-405-2(B)).
- (i) The District hereby incorporates the terms of Residential Utility Service Rules (R746-200) into the Tariff.



## Section 01.04 Electric Connections

- (a) All Applicants shall pay the applicable fees, including but not limited to engineering, connection, impact, meter set, inspection, and permit fees. The Applicant is responsible for all installation costs in addition to the District's fees.

## Section 01.05 Inspections

- (a) Prior to commencing Service, District personnel must be allowed to inspect all lines and related Facilities within and upon the premises. If the District Manager does not approve of the same, the Applicant shall correct each deficiency identified at the Applicant's sole expense so as to meet the requirements of the District and of any other governmental entity having jurisdiction.
- (b) After Service has commenced, District personnel shall have the right to inspect all lines, and related Facilities within and upon the premises with reasonable notice to the Customer to ensure compliance with the District's rules and regulations. The District may require that deficiencies and/or violations be corrected at the Customer's sole expense.
- (c) Any Customer of the District may have any appliance used in the measurement of electricity tested, upon paying the fees fixed by the Public Service Commission. (UCA § 54-4-20 (2012)).
- (d) The Applicant or Customer must pay all reasonably required inspection fees.



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## REGULATION R02: General Definitions

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### Section 02.01 Definitions

- (a) The following terms when used in this Tariff and in the Application or Electric Service Agreement shall have the meanings given below unless clearly indicated otherwise.
- 1) Agreement – See Electric Service Agreement.
  - 2) Agreement Period – The period of time for which an Electric Service Agreement or other contract for the provision of Service by the District is effective.
  - 3) Annually Incurred Cost (AIC) - To Be Determined
  - 4) Applicant - Any person, corporation, partnership, or other entity that applies to the District for Electric Service. May also mean an entity that applies to the District to provide backbone in development or applies for other services under the Tariff such as relocation.
  - 5) Application or Application for Electric Service - The initial written request by an Applicant for provision of Electric Service by the District.
  - 6) Capacity - Electrical load that equipment or electrical system can carry.
  - 7) Commission - The Public Service Commission of Utah.
  - 8) Contract Demand - The specified demand in kilowatts that the Customer contracts with the District to supply and which the District agrees to have available for delivery to the Customer.
  - 9) Contract Year - The period between the date of commencement of Service under the Application for Electric Service, Electric Service Agreement or contract and the same date of the following year.
  - 10) Customer - Any person, firm, partnership, company, corporation, organization, governmental agency, political subdivision, municipality, or other entity contracting with the District for Electric Service at one location and at one point of delivery.
  - 11) Customer's Installation - The wiring and apparatus owned by the Customer and on the Customer's side of the Point of Delivery (except the District's metering equipment) useful in connection with the Customer's ability to take Service.





- 12) Deferred Payment Agreement - An agreement to receive or to continue to receive residential Electric Service pursuant to Electric Service Regulation No. 10 and to pay an outstanding debt or delinquent account owed to the District.
- 13) Demand - The rate in kilowatts at which electric energy is delivered by the District to the Customer at a given instant or averaged over any designated period of time. For billing purposes, Demand means the 15-minute period of the Customer's greatest use during the month used.
- 14) Disconnection of Service - See Termination of Service.
- 15) District - Ticaboo Utility Improvement District.
- 16) Electric Service - The availability of electric power and energy at the Customer's point of delivery, irrespective of whether electric power and energy is actually used.
- 17) Electric Service Agreement - The contract or agreement between the District and the Customer for provision of Electric Service.
- 18) Energy - Electric energy measured in kilowatt-hours.
- 19) Extension or Line Extension - A branch from, or a continuation of, a District-owned transmission or distribution line. An 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. The District will own, operate, and maintain all Extensions made under Electric Service Regulation No. 12
- 20) Facilities – Equipment, structures, and other installations, including but not limited to electrical transmission lines, poles, transformers, meters, and other equipment useful in the transmission of electric power or provision of Electric Service.
- 21) Highly Fluctuating Loads - Loads having high demands of short duration or having an abnormal effect on voltage requiring that the District provide additional or excess investment in transformers, service or other Facilities.
- 22) Load Limiter - A device that automatically interrupts electric service when the preset demand is exceeded.
- 23) Meter - A device used to measure the electricity transmitted from the District to a Customer.



- 24) Month or Billing Month - The period of approximately thirty (30) days between regular successive billing dates.
- 25) Partial Requirements Service - Service to a load which is partially or wholly served from another source of power.
- 26) Point of Delivery - The point, unless otherwise specified in the Application for Electric Service, Electric Service Agreement or contract, at which the District's Facilities are connected with the Customer's Installation.
- 27) Power - Demand
- 28) Power Factor - The percentage determined by dividing the average power use in kilowatts (Real Power) by the average kilovolt-ampere power load (Apparent Power) imposed upon the District by the Customer.
- 29) Premises - All the real property and apparatus employed in a single enterprise on an integral parcel of land undivided by a dedicated street, highway, other public thoroughfare, or railway.
- 30) Rated Capacity – The electrical load for which equipment or an electrical system is designed.
- 31) Residential Service – Electrical Service furnished to Customers for (1) domestic purposes in single-family dwelling units; (2) apartments where each dwelling unit is separately metered and billed; and (3) combined family dwelling units. Dwellings where tenancy is typically less than 30 days in length, such as hotels, motels, camps, lodges, and clubs, do not qualify as Residential Service.
- 32) Schedule Billing - The total charges for Service, including minimums, computed in accordance with the District's applicable rate schedule.
- 33) Service - See Electric Service. The word "Service" may also be used to refer to the wires between the District's supply and the Customer's entrance conductors.
- 34) Special Contract – A contract between the District and a Customer that varies from the District's standard Electric Service Agreement. A Special Contract is the equivalent of an Electric Service Schedule with respect to the Customer to which it applies since it establishes the pricing provisions and conditions under which Electric Service is provided to that Customer.



- 35) Subdivision - An area identified by filed subdivision plats in which a group of dwellings may be constructed at about the same time.
- 36) Temporary Service - Service requested for a limited or uncertain period of time at the end of which the Facilities will no longer be needed and will likely be removed. These Facilities include, but are not limited to, service for construction power, seasonal sales lots, carnivals, rock crushers, or paving plants.
- 37) Termination of Service - The disconnection of Electric Service to a Customer at a particular location.

## Section 02.02 Rules of Construction and Severability

Rules of Construction - The singular number includes the plural where the context and application of the rules and regulations contained herein reasonably suggest. Words in the present tense include the future. Words used in the masculine gender comprehend, as well, the feminine, and neuter. The word "person" includes bodies politic and any individual, partnership, association, corporation or group of individuals, however styled or designated.

Conflicts and Invalidation Clause - If any provision, paragraph, word, section, or chapter hereof is invalidated by any court of competent jurisdiction or by an state or federal statute, the remaining provisions, paragraphs, words, sections, and chapters hereof shall not be affected and shall continue in full force and effect.



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## **REGULATION R03: Electric Service Agreements**

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### **Section 03.01 Application for Service**

Each Applicant for Service may be required to sign the District's standard Application for Electric Service or a contract before Service is supplied by the District. For Electric Service in large quantity or under special conditions, the District may require a suitable written agreement or Special Contract. No such agreement, contract, or any modification thereof shall be binding upon the District until executed by a duly authorized representative. Executed agreements and contracts shall be to the benefit of and be binding upon the heirs, administrators, executors, successors in interest and assigns of the District and of the Customer.

In any case where two or more parties join in one Application for Electric Service, such parties shall be jointly and severally liable thereunder, and only one bill shall be rendered for Electric Service supplied in accordance therewith.

When a change of occupancy occurs, notice of such change must be given to the District prior to the date of such change. The outgoing Customer will be held responsible for all Service supplied at the location until such notice has been received by the District.

Transfer of Service requires that the person to whom the Service is to be transferred make application to the District, qualify as a Customer, and agree to assume responsibility for the billing for Service, including minimums, from that date forward.

### **Section 03.02 Implied Service Agreements**

In the absence of a signed application, agreement or contract, the delivery of electric Service by the District and the acceptance thereof by the Customer shall be deemed to constitute an agreement under the same terms as the District's standard Electric Service Agreement by and between the Customer and the District.

### **Section 03.03 Electric Service Schedule Precedence**

These Regulations and the applicable Electric Service Schedules are hereby made a part of each Electric Service Agreement, express or implied. In case of a conflict between any of the provisions of the agreement or contract, Electric Service Schedules and these Electric Service Regulations, the provisions of the Electric Service Schedule will take precedence followed by the provisions of these Electric Service Regulations.



Special Contracts may be necessary due to unique circumstances when the standard Electric Service Schedules do not apply. A Special Contract is the equivalent of an Electric Service Schedule with respect to the Customer to which it applies since it establishes the pricing provisions and conditions under which Electric Service is provided to that Customer. All Special Contracts must be filed with the Public Service Commission. Conflicts between a Special Contract and the Electric Service Regulations of which the District is aware will be specified when the contract is filed. In the case of a conflict between any of the provisions of a Special Contract and these Electric Service Regulations, the provisions of the Special Contract shall take precedence over the Electric Service Regulations.

### **Section 03.04 Selection and Changes of Electric Service Schedule**

Where optional Electric Service Schedules are available, the District will assist the Customer, upon request by the Customer, in the selection of the Electric Service Schedule most favorable for the Customer's requirements. The recommendation to the Customer will be based on the Customer's statement of the class of Service required, the amount and manner of use, and other pertinent information. The District shall not be liable for any errors with respect to the information received from the Customer. A Customer being billed under one or more optional Electric Service Schedules applicable to his/her class of Service may elect to be billed on any other applicable Electric Service Schedule by notifying the District in writing; the District will bill the Customer under such elected Schedule from and after the date of the next meter reading. However, a Customer having made such a change of Electric Service Schedule may not make another such change within the next 12 months, unless altered conditions or other good cause as determined by the District justify a change within a shorter period.

### **Section 03.05 Renewal and Termination of Service Agreements**

At the expiration of the term stated in the Electric Service Agreement or contract, or any renewal thereof, or any extended term thereof, the Agreement or contract shall remain valid from month to month unless either the District or the Customer provides 30 days notice in writing of its desire to terminate such agreement, unless otherwise provided for in the agreement or contract.



### **Section 03.06      Customer's Right to Cancel Agreement**

Where the Customer entirely suspends operations during the Agreement Period with the intention to permanently abandon them, the Customer's obligation to take Service pursuant to the Agreement may be suspended by written notice to the District not less than 90 days before the effective date of such proposed suspension of Service, unless otherwise provided in the applicable Electric Service Schedule or in the Electric Service Agreement. No such suspension of Service shall release the Customer from his/her obligation under any term minimum guarantees based on special investment made by the District to serve the Customer. If after a suspension of Service pursuant to this Regulation, the Customer resumes operations within the original Agreement Period, at the option of the District the Agreement may be renewed for the remainder of the Agreement Period and for an extended period equal to that time during which operations were suspended. If the discontinuance by the Customer is a breach of the Agreement, the right of the District to collect the sums mentioned herein shall be in addition to all other rights it may have on account of such breach.

### **Section 03.07      Default By Customer**

For any default or breach by the Customer of an Electric Service Agreement or other contract with the District, including failure to pay bills within the time periods specified in Electric Service Regulation No. 8, the District in addition to all other legal remedies, may terminate the Electric Service Agreement or suspend Service in accordance with Electric Service Regulation No. 4.



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## Section 03.08 Eligibility for Residential Service

Residential Electric Service is to be conditioned upon payment of deposits where required, and payment of all outstanding debts for past Electric Service which are owed by the Applicant to the District. However, an Applicant unable to pay a delinquent account balance may be eligible to enter into a deferred payment agreement under the provisions of Electric Service Regulation No. 10. Residential Service shall be provided to an Applicant without consideration of an outstanding debt which was incurred prior to the commencement of a divorce or separate maintenance action in the courts and which was in the name of a former spouse. An Applicant is ineligible for Service if at the time of application, the Applicant is cohabiting with a delinquent account holder, previously terminated for non-payment, and the Applicant and delinquent account holder also cohabited during the time the delinquent account holder received the utility's Service, whether such Service was received at the Applicant's present address or another address. Electric Service may, however, be denied at any time if unsafe conditions exist, the Applicant has given false information in connection with any utility service application, or the Applicant has tampered with utility meters, lines, or other District property.

## Section 03.09 Availability of Facilities

The District shall not be required to maintain Facilities in place or to continue the availability of Facilities installed for the Customer's Service when (a) Facilities are not being utilized to provide service in accordance with an Electric Service Agreement or (b) no contract providing for continuing availability at a stated capacity is in effect. Such Facilities that have not been used during the last 12 months may be subject to removal. The decision to remove said Facilities shall be at the District's sole discretion. The decision for such removal shall be based on but not limited to (1) revenue potential of Facilities, (2) safety hazards, (3) availability of workforce, and (4) length of time Facilities are expected to remain idle.



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## REGULATION R04: Supply of Service

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### Section 04.01 Supply of Service

Unless otherwise specifically provided in the electric service schedule or contract, the District's rates are based upon the furnishing of Electric Service to the Customer's premises at a single Point of Delivery and at a single voltage and phase classification, irrespective of whether electric power and energy is actually used.

### Section 04.02 Individual Customer

Each separately operated business entity and each separate building will be considered an individual Customer for billing purposes. If several buildings are occupied and used by one Customer in the operation of a single and integrated business enterprise, the District may furnish Electric Service for the entire group of buildings through one service connection at one Point of Delivery. All such buildings must be on the same premises undivided by a dedicated road, street, highway or other public thoroughfare or railway.

Should the Customer request Service from the District through more than one Point of Delivery, or request Service from the District at more than one voltage or phase, each Service connection will be separately metered and billed. If the size of the load exceeds standard transformer capacity and the District elects to set more than one transformer of the same voltage and phase, the Customer shall be required to provide for, as directed by the District, 1) a totalized metering scheme wherein the individual metered service are electronically summed into a single meter; or 2) a single point of metering on the primary side of the transform1ers while maintaining secondary delivery as directed by the District. The Customer will be responsible for the required meter cabinets, conduits and connections required for primary or totalized metering.

### Section 04.03 Reactive Power

All electric service schedules in this tariff are based upon the Customer minimizing his/her reactive power load.

The reactive kilovolt-ampere demands may be determined either by permanently installed instruments or by test. When determined by test, the resulting reactive demand will remain in effect until a new test is made.

When reactive power correction equipment is installed by the Customer, such equipment must be connected and switched in a manner acceptable to the District.





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## Section 04.04 Unmetered Service

Service to fixed loads, with fixed periods of operation, such as street lights, traffic lights and other similar installations may, for the convenience and mutual benefit of the Customer and the District, be unmetered. The average monthly use (one twelfth of the annual use) determined by test or estimated from equipment ratings shall be billed monthly in accordance with the applicable schedule.

## Section 04.05 Customer's Use of Service

Electric Service will be supplied only to those for whom the District is the sole source of electric power and energy unless otherwise provided under an appropriate agreement. Service shall be used by the Customer only for the purposes specified in the Electric Service Agreement and applicable Electric Service schedule or schedules. If the Customer obtains any part of his/her electric requirements from any source other than the District, supplementary or standby Service will be supplied only under Electric Service schedules specifically applicable to such service.

## Section 04.06 Service to Tenants

The District supplies Electric Service for the exclusive use of the Customer. The Customer shall not extend his/her electric facilities for service to other Customers or premises and shall not resell Electric Service to any other person or entity unless taking Service under electric service schedules that specifically provide for reselling.

Electric power purchased by Customers shall be used solely by the Customer and its tenants involved in the same business enterprise and associated activities on the same premises. The cost of the Electric Service shall either be absorbed, or reflected in the rent or in the price of the goods or services as an unidentifiable charge to the tenant. Such Customers may also enter into three party agreements to allow the District to deliver power and energy to Customers' tenants through the Customers' electrical system.

Customers with established master metering facilities which predate the implementation of the Master Metering standards specified in Electric Service Regulation No. 7, or Customers who have been exempted from the Master Metering standard may allocate the total electric bill to individual units receiving electric power through their master meter. Such allocation is to be made on an equitable basis and no costs may be added to the total amount billed through the master meter.



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## Section 04.07 Continuity of Service

Unless otherwise specified in a Electric Service Agreement, Electric Service is intended to be continuously available. It is inherent, however, that there will at times be some degree of failure, interruption, suspension, curtailment or fluctuations. The District does not guarantee constant or uninterrupted delivery of Electric Service and shall have no liability to its Customers or any other persons for any interruption, suspension, curtailment or fluctuation in Electric Service or for any loss or damage caused thereby if such interruption, suspension, curtailment or fluctuation results from the following:

Causes beyond the District's reasonable control including, but not limited to, accident or casualty, fire, flood, drought, wind, action of the elements or other acts of God, court orders, litigation, breakdown of or damage to Facilities of the District or of third parties, strikes or other labor disputes, civil, military or governmental authority, electric disturbances originating on or transmitted through electrical systems with which the District's system is interconnected and acts or omissions of third parties.

Repair, maintenance, improvement, renewal or replacement of Facilities, or any discontinuance of service which, in the District's judgment, is necessary to permit repairs or changes to be made in the District's generating, transmission or distribution facilities or to eliminate the possibility of damage to the District's property or to the persons or property of others. To the extent practicable, such work, repairs or changes shall be done in a manner which will minimize inconvenience to the Customer and whenever practicable, the Customer shall be given reasonable notice of such work, repairs or changes.

Automatic or manual actions taken by the District, which in its sole judgment are necessary or prudent to protect the performance, integrity, reliability or stability of the District's electric 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 District's electrical system, including, without limitation, such equipment as automatic relays, generator controls, circuit breakers and switches.



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## REGULATION R05: Customer's Installation

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### Section 05.01 Service Entrances and Connections

#### Attachment to District Facilities

The District will supply the exterior connection (service connection) between the District's Facilities and the point of delivery. The Customer shall provide a suitable service entrance to the premises to be served at the point specified by the District. The Customer shall also provide a stationary and structurally sound support for the interconnection of the District's and the Customer's facilities. The support shall be at a mutually agreeable location on the Customer's premises.

#### Metering Equipment

All meter bases for meters required for measuring electric service (including kVar when specified by the District) shall be provided and installed by the Customer at a location acceptable to the District and shall conform to the District's specifications. The Customer's wiring, meter bases and service entrance facilities must be installed and maintained by the Customer in accordance with applicable municipal or state requirements and to standards required by the National Electrical Safety Code and National Electrical Code. When, in the District's judgment, profile data is required, the Customer will provide the necessary communications links. The District is not obligated to provide service when Customer's equipment and installation does not meet the required standards.

#### Clearances

Whenever the initial clearances of serving Facilities over the Customer's premises, required by applicable laws, ordinances, rules, or regulations of public authorities, become inadequate due to changes made by the Customer, the Customer shall be responsible for correction of the deficiency. Such correction may require the Customer provide, at his/her own expense, a new approved support for connection of the District's serving Facilities as well as new service entrance Facilities.



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## Section 05.02 Customer's Load and Operation

### Protection of Customer's Equipment

The Customer shall furnish, install, inspect and keep in good and safe condition all electrical wires and lines on the Customer's side of the point of delivery. The Customer shall provide devices to protect his/her equipment from high and low voltage, overload, single phasing, phase reversal or other abnormal conditions.

### Protection of the District's Equipment and other Customers

The Customer shall provide and use control equipment to eliminate excessive starting current or undesirable voltage fluctuations on the District's circuits. If the Customer makes any substantial additions or changes in his/her electrical facilities, either in size or character, the Customer shall give the District prior written notice of this fact. Any such additions or changes in load shall be of such size that it is not a detriment to the furnishing of service to other Customers.

### Customers with Self-Generation

Service will be furnished to a Customer with self-generation only by written agreement. Such agreement shall specify the terms and conditions governing the furnishing of Service including the District's Parallel Generation Interconnection Requirements. The Customer's generating facilities will be allowed to be interconnected with the District's Facilities upon compliance with the provisions of an agreement acceptable to the district and upon acceptance by the District of a performance test for proper interconnection equipment operation. It shall be the responsibility of the Customer to supply all equipment, including but not limited to, transfer switches, disconnects, overload protection, and any other protective devices necessary to safely connect to and operate from another power source. The Customer shall be liable for all costs and liability associated with any damage or injury resulting from using another power source.

### Maintenance of Customer's Facilities

Installation and maintenance of all Facilities beyond the point of delivery, except metering equipment, shall be at the expense and responsibility of the Customer except under conditions specified by the District in writing. If a Customer requests a service call and the problem is in the Customer's Facilities, the District may charge for the service call as specified in Schedule No. 4.



### Highly Fluctuating Loads

If Customer uses welding machines, X-ray apparatus, elevators or other equipment with highly fluctuating load characteristics, or having an abnormal effect on voltage, and whose operation requires the District to increase transformer capacity or install other equipment in order to protect the quality of service to other Customers or to provide for short period use of power by such equipment, the District will provide Service as described in Electric Service Regulation No. 12.

The District reserves the right to refuse to supply Service to loads of a character which may seriously impair Service to any Customer and shall have the right to discontinue Service to the Customer who continues to use appliances or apparatus detrimental to the Service to any Customer after being notified thereof in writing by the District.

### Balancing of Load

The Customer shall so arrange his load that there will be, at the Point of Delivery, a reasonable electric load balance between the phases of a polyphase circuit and between the two sides of a single phase three-wire circuit.

## Section 05.03 Refusal of Service

The District shall have the right, but does not assume the duty, to inspect the Customer's installation at any reasonable time. The District reserves the right to disconnect service or to refuse to connect or supply service if

the Customer's wiring or Facilities are in the District's judgment unsafe or hazardous to the Customer or others or found to be in violation of applicable laws, ordinances, rules or regulations;

such connection or service will adversely affect or impair the service to its other Customers;  
or

the Applicant or Customer has not complied with state, municipal, or District regulations.

Where inspection is required by local ordinance or other authorized procedures, the District reserves the right to refuse to connect Service until the Customer is advised by proper authority that the wiring and utilization equipment to be served have been inspected and passed by the controlling public inspection authority. Any affidavits or certifications of inspection required by law must be furnished before Service is connected.



## Section 05.04 Company Liability

Nothing in these Electric Service Regulations shall be construed as placing upon the District any responsibility for the condition or maintenance of the Customer's wiring, current consuming devices or other equipment, and the District shall not be held liable for any loss or damage resulting from defects in the Customer's Installation and shall not be held liable for damage to person or property arising from the use of the Service on the premises of the Customer.



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## REGULATION R06: District's Installation

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### Section 06.01 District's Installation

Except as otherwise provided in these Regulations, an Electric Service Agreement, or the Electric Service Schedules, the District will install and maintain its lines and equipment on its side of the Point of Delivery, but shall not be required to install or maintain any lines or equipment except meters and accessories beyond that point. Only the District is authorized to make the connections at the Point of Delivery. Electric service furnished under this tariff will be alternating current, 60 hertz, single or three-phase, at one of the nominal standard voltages available from the District at or near the Customer's location.

### Section 06.02 District Facilities on Customer's Premises

All materials furnished and installed by the District on the Customer's premises, shall be, and remain, the property of the District. The Customer shall not break the District's seals. In the event of loss or damage to the District's property, arising from neglect, carelessness, or misuse by the Customer, the cost of necessary repairs or replacement shall be paid by the Customer.

Customer without expense to the District shall make or procure conveyance to the District of satisfactory Rights-of-Way Easements across the property owned or controlled by the Customer for the District's lines or extensions thereof necessary or incidental to the furnishing of service to the Customer.

The Customer shall provide safe, unobstructed access to District representatives at all hours to maintain the District's electric distribution Facilities. The Customer shall also permit the District to trim trees and other vegetation to the extent necessary to avoid interference with the District's lines and to protect public safety. Safe and unobstructed access is defined as free of any obstructions including, but not limited to, obstructions caused by structures, trees, vegetation, landscaping, equipment or vehicles, driveways or installed foundations, debris or animals.



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## REGULATION R07: Metering

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### Section 07.01 Metering

All Customers of the District shall be metered.

The District shall have access to high grade testing instruments, working standards, to test the accuracy of meters or other instruments used to measure electricity consumed by its Customers. The error of accuracy of the working standards at both light load and full load shall be less than one percent of 100 percent of rated capacity. This accuracy shall be maintained by periodic calibration against reference standards. (R746-310-3(A)(2)).

All new meters shall be tested before installation. Removed meters shall be tested before or within 60 days of installation. In-service meters shall be periodically or sample tested. Upon written request, the District shall promptly test the accuracy of a Customer's meter. If the meter has been tested within 12 months preceding the date of the request, the District may require the Customer to pay a fee and make a deposit in accordance with Schedule No. 4. The deposit shall not exceed the estimated cost of performing the test. If the meter is found to have an error of more than two percent of tested capacity, the deposit shall be refunded; otherwise, the deposit may be retained by the District as a service charge. Customers shall be entitled to observe tests, and utilities shall provide test reports to Customers. In the event of a dispute, the Customer may request a referee test in writing. The Commission may require the deposit of a testing fee. Upon filing of the request and receipt of the deposit, if required, the Commission shall notify the District to arrange for the test. The District shall not remove the meter prior to the test without Commission approval. The meter shall be tested in the presence of a Commission representative, and if the meter is found to be inaccurate by more than two percent of rated capacity, the Customer's deposit shall be refunded; otherwise, it may be retained. (R746-310-3(B)).

If a meter tested pursuant to this section is more than two percent fast, the District shall refund to the Customer the overcharge based on the corrected meter readings for the period the meter was in use, not exceeding six months, unless it can be shown that the error was due to some cause, the date of which can be fixed. In this instance, the overcharge shall be computed back to, but not beyond that time. (R746-310-3(C)).





If a meter tested pursuant to this section is more than two percent slow, the District may bill the Customer for the estimated energy consumed but not covered by the bill for a period not exceeding six months unless it can be shown that the error was due to some cause, the date of which can be fixed. In this instance, the bill shall be computed back to, but not beyond that time. (R746-310-3(C)).

If a meter does not register, the District may bill the Customer for the estimated energy used but not registered for a period not exceeding three months. (R746-310-3(C)).

The District shall maintain records for each meter until retirement. This record shall contain the identification number; manufacturer's name, type and rating; each test, adjustment and repair; date of purchase; and location, date of installation, and removal from service. The District shall keep records of the last meter test for every meter. At a minimum, the records shall identify the meter, the date, the location of and reason for the test, the name of the person or organization making the test, and the test results.

The District will cause to be installed a suitable meter on an Applicant's premises in a location furnished by the Applicant and approved by the District, which shall be located on the exterior of the structure and shall be accessible for reading, testing and maintaining the meter. No rent or other charge shall be made by the Applicant for the use of this location.

In multiple occupancy buildings where a number of meters are required to measure the electricity supplied, all meters shall be located on the exterior of the structure at a central point and each meter socket or panel will be clearly marked to indicate the particular location supplied through it.

All meters will be sealed by the District at the time of installation and no seal shall be altered or broken except by one of its authorized employees.

All service switches, disconnects, meter sockets, and similar devices, irrespective of voltage, required by law in connection with a service and meter installation on a Customer's premises shall be furnished and installed by the Customer, subject to District approval.

The District shall install the instruments necessary to obtain a record of the load on its systems, showing at least the monthly peak and a monthly record of the output of its plants. If the District ever purchase electrical energy then the District shall install the instruments necessary to furnish information regarding monthly purchases of electrical energy, unless those supplying the energy have already installed instruments from which that information can be obtained. The District Manager shall maintain records indicating the data obtained by station instruments.



The District shall own or have access to portable indicating voltmeters or other devices necessary to accurately measure, upon complaint or request, the quality of electric service delivered to its Customer to verify compliance with the standard established in Subsection R746-310-4(B)(1). The District shall make periodic voltage surveys sufficient to indicate the character of the service furnished from each distribution center and to ensure compliance with the voltage requirements of these rules.

The District shall inspect poles, towers and other similar structures with reasonable frequency in order to determine the need for replacement, reinforcement or repair. Unless otherwise ordered by the Commission, the requirements contained in the National Electrical Safety Code, as defined at R746-310-1(B)(13), constitute the minimum requirements relative to the following: 1. the installation and maintenance of electrical supply stations; 2. the installation and maintenance of overhead and underground electrical supply and communication lines; 3. the installation and maintenance of electric utilization equipment; 4. rules to be observed in the operation of electrical equipment and lines; and 5. the grounding of electrical circuits. (R746-310-4).

Facilities owned or operated by the District and used in furnishing electricity shall be designed, constructed, maintained and operated so as to render adequate and continuous service. The District shall, at all times, use every reasonable effort to protect the public from danger and shall exercise due care to reduce the hazards to which employees, Customers and others may be subjected from the District's equipment and Facilities. (R746-310-5).



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## REGULATION R08: Billings

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### Section 08.01 Billings

The District will bill Customers on a monthly basis, based on actual or estimated meter readings. Actual meter readings will be used unless a meter reader is unable to gain access to a meter reading, in which case the District will take appropriate additional measures in an effort to get an actual meter reading. These measures shall include, but are not limited to, scheduling of a meter reading at other than normal business hours, making an appointment for meter reading, or providing a prepaid postal card with a notice of instruction upon which a Customer may record a meter reading. If after two regular route visits, access has not been achieved, the District will notify the Customer that he must make arrangements to have the meter read as a condition of continuing service. If the District cannot make an actual meter reading, after taking all of the previous steps, then the District will give an estimated bill for the current billing cycle, provided that actual readings shall occur at least once in each two month period. (R746-200-4(B)).

Customers shall have 20 days from the date a bill is prepared to pay the new balance, which date will be the statement due date. (R746-200-4(E)).

### Section 08.02 Late Payment Charge

A Late Payment Charge may be levied against any account that is not paid in full each month. This charge will be computed at a percentage specified in Schedule No. 4 applied to the unpaid delinquent balance brought forward on the subsequent month's bill. All payments received prior to the subsequent month's billing date, will apply to the Customer's account prior to calculating the Late Payment Charge. Those payments applied shall satisfy the oldest portion of the billing first, any other billings second and the current billing last.

### Section 08.03 Returned Payment Charge

A charge, as specified in Schedule No. 4, may be assessed and collected by the District for each returned payment.



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## Section 08.04 Disputed Bill

All disputes concerning bills will attempt to be resolved by negotiation. If the negotiation does not resolve the dispute, the account holder may obtain informal and formal review of the dispute as set forth in Section R746-200-8, Informal Review, and R746-200-9, Formal Review. While an Customer is proceeding with either informal or formal review of a dispute, no termination of service shall be permitted if amounts not disputed are paid when due. (R746-200-4(F)).

## Section 08.05 Proration

Under certain circumstances the District may prorate all or certain portions of a Customer's electric service bill. Prices may be prorated for power charges, facilities charges, customer charges and other charges. Quantities may be prorated between different prices for energy charges. For rate schedules that have energy blocks, the size of the blocks may be prorated.

The following circumstances will result in proration:

### Opening and Closing Bills and Seasonal Disconnections

Customer bills issued for the start and close of service and customer bills issued for seasonal disconnection of service will be prorated proportional to the number of days in the billing period and a standard 30 day billing period.

### Non-standard Billing Periods

Residential customer bills issued for billing periods of less than 26 days or more than 34 days will have the energy blocks prorated proportional to the number of days in the billing period and a standard 30 day billing period.

### Price Changes

Customer bills issued for billing periods where changes in prices become effective on a specific date in the period are prorated proportional to the number of days in the billing period served on the old price and the number of days in the billing period served on the new price.

### Seasonal Changes



Customer bills issued for billing periods that include both winter and summer rates will be prorated proportional to the number of days in the billing period in each of the winter or summer months. The size of the pricing blocks within each season will be prorated proportional to the number of days in the billing period within each season.

#### Irrigation and Post Season Changes

Irrigation customer bills issued for billing periods that include both in irrigation season, May 25 to September 15, and out of irrigation season periods will be prorated proportional to the number of days in the billing period within each season.

## Section 08.06 Back Bills

As used in this subsection, the term “back bill” is that portion of a bill, other than a leveled bill, which represents charges not previously billed for service that was actually delivered to the Customer during a period before the current billing cycle, and the term “catch-up bill” is a bill based upon an actual reading rendered after one or more bills based on estimated or customer readings. A catch-up bill which exceeds by 50 percent or more the bill that would have been rendered under a utility's standard estimation program is presumed to be a back bill.

The Customer may be notified by mail, by phone, or by a personal visit, of the reason for the back bill. This notification shall be followed by, or include, a written explanation of the reason for the back bill that shall be received by the Customer before the due date and be sufficiently detailed to apprise the Customer of the circumstances, error or condition that caused the under billing, and, if the back bill covers more than a 24-month period, a statement setting forth the reasons the utility did not limit the back bill under Subsection R746-310-8(D).

The District shall not render a back bill more than three months after the District actually became aware of the circumstance, error, or condition that caused the under billing. This limitation does not apply to fraud and theft of service situations

The District shall not bill a Customer for service rendered more than 24 months before the District actually became aware of the circumstance, error, or condition that caused the under billing or that the original billing was incorrect.

In case of customer fraud, the District shall estimate a bill for the period over which the fraud was perpetrated. The time limitation of Subsection R746-310-8(D)(1) does not apply to customer fraud situations.



The District shall permit the Customer to make arrangements to pay a back bill without interest over a time period at least equal in length to the time period over which the back bill was assessed. If the District has demonstrated that the Customer knew or reasonably should have known that the original billing was incorrect or in the case of fraud or theft, in which case, interest will be assessed at the rate applied to past due accounts on amounts not timely paid in accordance with the established arrangements.

## Section 08.07 Overbilling

Billing under the following conditions constitutes overbilling according to R746-310-9:

- a meter registering more than two percent fast, or a defective meter;
- use of an incorrect watt-hour constant;
- incorrect service classification, if the information supplied by the Customer was not erroneous or deficient;
- billing based on a switched meter condition where the Customer is billed on the incorrect meter;
- meter turnover, or billing for a complete revolution of a meter which did not occur;
- a delay in refunding payment to a Customer pursuant to rules providing for refunds for line extensions;
- incorrect meter reading or recording by the District; and
- incorrect estimated demand billings by the District.

## Section 08.08 Interest

The District shall provide interest on customer payments for overbilling. The interest rate shall be the greater of the interest rate paid by the District on customer deposits, or the interest rate charged by the District for late payments.

Interest shall be paid from the date when the customer overpayment is made, until the date when the overpayment is refunded. Interest shall be compounded during the overpayment period.



The District shall not be required to pay interest on overpayments if offsetting billing adjustments are made during the next full billing cycle subsequent to the receipt of the overpayment.

The District shall be required to offer refunds, in lieu of credit, only when the amount of the overpayment exceeds \$50 or the sum of two average month's bills. However, the District shall not be required to offer a refund to a Customer having a balance owing to the District, unless the refund would result in a credit balance in favor of the Customer.

If a Customer is given a credit for an overpayment, interest will accrue only up to the time at which the first credit is made, in cases where credits are applied over two or more bills.

The District shall not be required to make a refund of, or give a credit for, overpayments which occurred more than 24 months before the Customer submitted a complaint to the District or the Commission, or the District actually became aware of an incorrect billing which resulted in an overpayment.

When the District can demonstrate before the Commission that a Customer knew or reasonably should have known an overpayment to be incorrect, the District shall not be required to pay interest on the overpayment.



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## REGULATION R09: Deposits

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### Section 09.01 New Connections

All new Customers shall pay a connection fee and provide a security deposit as described in Schedule No. 4 at the time of connecting to the District's system. Additionally, all Customers who are tenants and not the owners of the property on which they desire service shall provide a security deposit as described in Schedule No. 4 at the time of connecting to the District's system.

The District shall pay interest on all security deposits at the rate set in Schedule No. 4. The deposit paid, plus accrued interest, is eligible for return to the Customer after the Customer has paid the bill on time for 12 consecutive months.

A residential Customer has the right to pay a security deposit in at least three equal monthly installments if the first installment is paid when the deposit is required. (R746-200-3(A)(3)).

New Customers may also be required to pay Impact Fees and New Hook-Up Tap Fees as set in Schedule No. 4.

When service is extended to a Customer, the District will provide the Customer with a consumer information pamphlet approved by the Public Service Commission which clearly describes and summarizes the substance of Public Service Commission's rules. The District will mail or deliver a copy of this pamphlet to its residential Customers annually in September or October. Copies of this pamphlet will be prominently displayed in the District office and furnished to consumers upon request. The District will inform its Customers of significant amendments to those rules. (R746-200-1(E)).

When Electric Service is extended to a Customer, annually, and upon first notice of an impending service disconnection, the District will provide a copy of the "Customer's Statement of Rights and Responsibilities" as approved by the Commission. The Statement of Rights and Responsibilities will be a single page document. It will be prominently displayed in the District's office. (R746-200-1(G)).





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## REGULATION R10: Termination of Services & Deferred Payment Agreement

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### Section 10.01 Termination of Service

The District may terminate service for any of the following reasons: Residential utility service may be terminated for the following reasons: (a) Nonpayment of a delinquent account; (b) Nonpayment of a deposit when required; (c) Failure to comply with the terms of a deferred payment agreement or Public Service Commission order; (d) Unauthorized use of, or diversion of, residential utility service or tampering with wires, pipes, meters, or other equipment; (e) Subterfuge or deliberately furnishing false information; or (f) Failure to provide access to meter during the regular route visit to the premises following proper notification and opportunity to make arrangements. (R746-200-7(B)).

When an account is delinquent, the District will issue a written late notice to inform the Customer of the delinquent status. The late notice will include the following information: (a) a statement that the account is a delinquent account and should be paid promptly; (b) statement that the Customer should communicate with the District's collection department, by calling the District, if he or she has a question concerning the account; and (c) a statement of the delinquent account balance, using a term such as "delinquent account balance." (R746-200-7(A)(2)).

The following shall be insufficient grounds for termination of service: A delinquent account, accrued before a divorce or separate maintenance action in the courts, in the name of a former spouse, cannot be the basis for termination of the current Customer's service; Cohabitation of a current Customer with a delinquent Customer whose utility service was previously terminated for non-payment, unless the current and delinquent Customers also cohabited while the delinquent Customer received the utility's service, whether the service was received at the current Customer's present address or another address; When the delinquent account balance is less than \$25.00, unless no payment has been made for two months; Failure to pay an amount in bona fide dispute before the Commission; Payment delinquency for third party services billed by the regulated utility company, unless prior approval is obtained from the Commission.

Service by the District may not be terminated and will be restored if terminated when the termination of service will cause or aggravate a serious illness or infirmity of a person living in the residence. Utility service will be restored or continue for one month or less. (R746-200-7(C)).



Upon receipt of a statement, signed by an osteopathic physician, a physician, a surgeon, a naturopathic physician, a physician assistant, a nurse, or a certified nurse midwife, as the providers are defined and licensed under Title 58 of the Utah Code, either on the health care provider's letterhead stationery, which statement legibly identifies the health infirmity or potential health hazard, and how termination of service will injure the person's health or aggravate their illness, the District will continue or restore residential utility service for the period set forth in the statement or one month, whichever is less; however, the person whose health is threatened or illness aggravated may petition the Commission for an extension of time.

During the period of continued service, the Customer is liable for the cost of residential utility service. No action to terminate the service may be undertaken, however, until the end of the period of continued service.

The District shall not terminate service to a residence in which the Customer or a resident is known by the District to be using an iron lung, respirator, dialysis machine, or other life-supporting equipment whose normal operation requires continuation of the District's service, without specific prior approval by the Commission. Customers eligible for this protection can get it by filing a written notice with the District, which notice form is to be obtained from the District, signed and supported by a statement from a licensed health care provider, and specifically identifying the life-support equipment that requires the utility's service. Thereupon, the District shall mark and identify applicable meter boxes when this equipment is used.

The District may terminate residential utility service without notice when, in its judgment, a clear emergency or serious health or safety hazard exists for so long as the conditions exist, or when there is unauthorized use or diversion of residential utility service or tampering with wires, pipes, meters, or other equipment owned by the utility. The utility shall immediately try to notify the Customer of the termination of service and the reasons therefore. (R746-200-7(F)).

## Section 10.02 Notice of Proposed Termination of Service

At least 10 calendar days before a proposed termination of service, the District will give written notice of disconnection for nonpayment to the Customer. The 10-day time period is computed from the date the notice is postmarked. The notice shall be given by first class mail or delivery to the premises and shall contain a summary of the following information:

Statement of Customer Rights and Responsibilities under existing state law and Commission rules;

the District's policy on termination of service;



the availability of deferred payment agreements and sources of possible financial assistance including but not limited to state and federal energy assistance programs;

informal and formal procedures to dispute bills and to appeal adverse decisions, including the Public Service Commission's address and telephone number;

specific steps, printed in a conspicuous fashion, that may be taken by the consumer to avoid termination of service; and

the date on which payment arrangements must be made to avoid termination of service.

At least 48 hours before termination of service is scheduled, the utility shall make good faith efforts to notify the Customer or an adult member of the household, by mail, by telephone or by a personal visit to the residence. If personal notification has not been made either directly by the utility or by the Customer in response to a mailed notice, the utility shall leave a written termination of service notice at the residence. Personal notification, such as a visit to the residence or telephone conversation with the Customer, is required only during the winter months, October 1 through March 31. Other months of the year, the mailed 48-hour notice can be the final notice before the termination of service.

If termination of service is not accomplished within 15 business days following the 48-hour notice, the utility company will follow the same procedures for another 48-hour notice.

The District will send duplicate copies of 10-day termination of service notices to a third party designated by the Customer and will make reasonable efforts to personally contact the third party designated by the Customer before termination of service occurs, if the third party resides within its service area. The district will inform its Customers of the third-party notification procedure at the time of application for service and at least once each year.

In rental property situations where the tenant is not the Customer and that fact is known to the District, the District shall post a notice of proposed termination of service on the premises in a conspicuous place and shall make reasonable efforts to give actual notice to the occupants by personal visits or other appropriate means at least five calendar days before the proposed termination of service. This notice provision applies to residential premises when the Customer has requested termination of service or the Customer has a delinquent bill. If nonpayment is the basis for the termination of service, the District will advise the tenants that they may continue to receive utility service for an additional 30 days by paying the charges due for the 30-day period immediately preceding the date of the notice.



Upon expiration of the notice of proposed termination of service, the District will terminate residential utility service. Except for service diversion or for safety considerations, utility service shall not be disconnected between Thursday at 4:00 p.m. and Monday at 9:00 a.m. or on legal holidays recognized by the State of Utah, or at other times the utility's business offices are not open for business. Service may be disconnected only between the hours of 9:00 a.m. and 4:00 p.m.

### **Section 10.03      Disconnection Of Service**

A Customer shall advise the District at least three days in advance of the day on which the Customer wants Electric Service disconnected. The District will disconnect the Service within four working days of the requested disconnect date. The Customer shall not be liable for the services rendered to or at the address or location after the four days, unless access to the meter has been delayed by the Customer.

In residential rental property situations where the tenant is not the Customer, the Customer shall advise the District at least 10 working days in advance of the day on which the Customer wants service disconnected and shall sign an affidavit that he is not requesting termination of service as a means of evicting his tenants. Alternatively, the Customer may sign an affidavit that there are no occupants at the residence for which termination of service is requested. In either case, provided the applicable requirements are met by the Customer, the District will disconnect the Service within four working days of the requested disconnect date.

### **Section 10.04      Deferred Payment Agreement**

An Applicant or Customer who cannot pay a delinquent account balance on demand will have the right to receive residential utility service under a deferred payment agreement subject to R746-200-5(B) unless the delinquent account balance is the result of unauthorized usage of, or diversion of, residential utility service. If the delinquent account balance is the result of unauthorized usage of, or diversion of, residential utility service, the District will not allow the use of a deferred payment agreement. (R746-200-5(A)).

An Applicant or Customer shall have the right to a deferred payment agreement, consisting of 12 months of equal monthly payments, if the full amount of the delinquent balance plus interest (at the rate set in Schedule No. 4) will be paid within the 12 months and if the Applicant or Customer agrees to pay the initial monthly installment. The Customer may pre-pay a monthly installment, pre-pay a portion of, or the total amount of the outstanding balance due under a deferred payment agreement at any time during the term of the agreement. The Customer also has the option, when negotiating a deferred payment agreement, to include the amount of the



current month's bill plus the reconnection charges in the total amount to be paid over the term of the deferred payment agreement. (R746-200-5(A)).

### **Section 10.05 HEAT Program**

The District shall allow its Customers to participate in the Utah Home Energy Assistance Target (HEAT) program. The District Manager shall coordinate all contact with the Customer, HEAT Program Manager, and any other person or entity required for the Customer to participate in the program.

The District will not discontinue utility service to a low-income household for at least 30 days after receipt of utility payment from the state HEAT program on behalf of the low-income household.

### **Section 10.06 Reconnection Charges**

If Service is disconnected because of nonpayment, violation of these Electric Service Regulations, Customer voluntarily disconnects, or tampering with District Facilities, the Customer shall pay a reconnection fee as set in Schedule No. 4 before the District will reconnect the Customer's Service.

Any Customer that tampers with District Facilities or attempts to reconnect service without District approval shall pay the Tampering/Unauthorized-Reconnection Charge as set in Schedule No. 4. In such a case, the District may take other action, including termination of Service, as the District deems necessary.



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## REGULATION R11: Taxes

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### Section 11.01 Taxes

In the event any Government authority imposes any franchise, occupation, sales, license, excise, business activities, or other tax or charge of any kind or nature, including but not limited to taxes or charges based upon meters or Customers, or the price of or the revenue from electric energy or service sold, the applicable pro rata share of the tax will be separately itemized and billed to all Customers in the area or locality in which such tax or charge applies.

### Section 11.02 State Sales Tax

In addition to franchise, occupation, license, business activity and other locally imposed taxes, state sales tax levies in effect will be added to each Customer's electric service bill as a part of the effective rate, separately itemized.



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## **REGULATION R12: Line Extensions**

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### **Section 12.01 Overview**

This Line Extension Policy governs the basic rights and duties of the District and the Customer, for the extension of new electrical service. This Policy is not intended to cover every specific situation or eventuality. The Board of Trustees is therefore authorized to make policy adjustments to accommodate those unique situations as they arise.

### **Section 12.02 Definition of Line Extension**

A Line Extension is any continuation of, or branch from, the nearest available existing service line of the District, including any increase in capacity of an existing line to meet the Customer's requirement.

### **Section 12.03 Costs**

The total cost of an extension, including engineering, labor and material shall be paid by the Applicant. The District shall provide to the Customer or Applicant a good faith estimate of the cost of the project, which shall be based upon the actual necessary cost of constructing and installing the line extension and Facilities necessary to adequately supply the service requested by the Customer or Applicant. Where more than one Applicant is involved in an extension, the costs shall be prorated on the basis of the street frontage distances involved. Sufficient infrastructure shall be included with every installation. The Applicant must pay 100% of the cost of the Line Extension.

The Customer shall also pay the Extension Facilities Charges as set on Schedule No. 4. The Extension Facilities Charges cover the costs associated with the ownership, operation and maintenance of Facilities built to provide service and are in addition to rate schedule billings

### **Section 12.04 Construction Standards**

Facility sizes shall be designed by the District, but the size shall never be smaller than necessary for sufficient transmission and voltage. The District has ultimate authority to choose the contractor, but may provide a list of approved contractors from which the Customer may choose.

### **Section 12.05 Ownership**



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Completed Facilities, including the meters, shall be owned, operated, and maintained by the District as detailed in the Rules and Regulations.

### **Section 12.06 Electric Power Supply**

All costs, other than line extension costs, for providing needed electric power supply shall be paid by the District. These costs shall include the installation and operation of transformers and voltage regulators as required for proper regulation of the system.

### **Section 12.07 Temporary Service**

The Customer will pay the total cost for the installation and removal of any extensions for service to a venture of a temporary or speculative permanency according to Schedule No. 4. The Customer shall pay the estimated cost to the District before the District begins work on the extension.

### **Section 12.08 Service from Prior Extension**

Customers desiring service from a prior extension less than five (5) years old, to which a contribution has been made by another Customer, must pay their proportionate share of that contribution in advance of construction. This amount is in addition to any contributions required by this policy.

### **Section 12.09 Refunding Contributions**

The District shall refund contributions by new Customers on a preexisting line extension, to the contributor(s) to that extension, or to the current owners of the affected properties. The purpose of this refund is that all customers served from the extension share proportionally in the cost of the extension. Refunds apply to monetary contributions only and shall be made to the legal owner(s) of the property served by the extension at the time of the refund.





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## REGULATION R13: Records Management

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### Section 13.01 General Purpose

It is the District's policy to establish and implement guidelines for open government information recognizing the need to maintain and preserve accurate records, provide public access to public records and preserve the right of privacy of personal data collected or received by the District.

### Section 13.02 District Policy

In adopting the policy contained in this Electric Service Regulation No. 13, RECORDS MANAGEMENT (the "Records Policy"), the District recognizes the enactment of Title 63G, Chapter 2 of the Utah Code, the Government Records Access and Management Act (the "Government Records Act") and the application of the Government Records Act to District records. The purpose of this section is to conform to UCA § 63G-2-701 which provides that each political subdivision may adopt an ordinance or a policy relating to information practices including classification, designation, access, denials, segregation, appeals, management, retention and amendment of records. The District's Records Policy modifies the general provisions of the Government Records Act, as allowed by law, to best meet the public needs, operation, management capabilities, and resources of the District.

### Section 13.03 Compliance with State Law

In adopting the Records Policy, the District recognizes that the Government Records Act applies to the District and is adopted by this reference as part of the District's Records Policy.

### Section 13.04 Definitions

In addition to the terms previously defined herein, the following definitions shall be applicable with regard to the Records Policy.

"Computer Software Program" or "Software" means the series of instructions or statements that permit the functioning of a computer system in a manner designed to provide storage, retrieval, and manipulation of data from the computer system, and any associated documentation, manuals, or other source material explaining how to operate the software program. This definition does not include the original data or records which are manipulated by the Software.



“Controlled Record” means those records defined as “controlled” within the meaning of the Government Records Act or are classified or designated as “controlled” by the District as provided in the Government Records Act or the Records Policy.

“Data” means individual entries (for example, birth date, address, etc.) in records.

“Dispose” means to destroy, or render irretrievable or illegible, a record of the information contained in it by any physical, electronic, or other means, including unauthorized deletion or erasure of electronically recorded audio, visual, non-written formats, data processing or other records.

“District” means, for purposes of this Regulation only, the Ticaboo Utility Improvement District, or any public or private entity that, pursuant to contract with the District, has agreed to produce and maintain public District records.

“Private Record” means Records defined as “private” within the meaning of the Government Records Act or are classified or designated as “private” by the District as provided in the Government Records Act or the Records Policy.

“Protected Record” means those records defined as “protected” within the meaning of the Government Records Act or are classified or designated as “protected” by the District as provided in the Government Records Act or the Records Policy.

“Public Record” means a record that is not controlled, private, or protected and is not exempt from disclosure as provided in the Government Records Act.

“Record” means all books, letters, documents, papers, maps, plans, photographs, films, cards, tapes, recordings, or other documentary materials, and electronic data regardless of physical form or characteristics, prepared, owned, used, received or retained by the District where all the information in the original is reproducible by some mechanical, electronic, photographic or other means. Record does not mean temporary drafts or similar materials prepared for the originator’s personal use or prepared by the originator for the personal use of a person for whom he is working; materials that are legally owned by an individual in his or her private capacity; materials to which access is limited by the laws of copyrights or patent; junk mail or commercial publications received by the District or by an officer or employee of the District; proprietary computer software programs as defined above that are developed or purchased by or for the District for its own use; and other materials as provided by the Government Records Act.



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## Section 13.05 Public Right to Records

Members of the public shall have to right to see, review, examine, and take copies, in any format maintained by the District, of all District governmental records defined as a “public record” under the provisions of the Records Policy, upon the payment of a reasonable fee pursuant to the provisions of the Records Policy and the Government Records Act.

The District has no obligation to create a record series or generate a report or record in a particular format in response to a request from a member of the public, if the record requested is not otherwise regularly maintained or kept.

When a Record is temporarily held by the District’s custodial agent pursuant to the custodial agent’s statutory functions, such as records storage, investigation, litigation, or audit, the Record shall not be considered a record of the custodial agent for the purposes of the Records Policy. The Record shall be considered a record of the District and any requests for access to such records shall be directed to the District, rather than the custodial agent, pursuant to the Records Policy.

## Section 13.06 Public, Private, Controlled, and Protected Records

Public Records of the District shall be made available to any person. All District records are considered public unless they are (1) expressly designated, classified, or defined otherwise by the District in accordance with policies and procedures established by the Records Policy, (2) are so designated, classified or defined by the Government Records Act, or (3) are made non-public by other applicable law.

Private Records shall be made available to the following persons: (1) the subject of the Record, (2) the parent or legal guardian of a minor who is the subject of the Record, (3) the legal guardian of an incapacitated individual who is the subject of the Record, (4) any person who has power of attorney or a notarized release from the subject of the Record or his or her legal representative, or (5) any person in possession of or serving a legislative subpoena or a court order issued by a court of competent jurisdiction requiring release of the Record.

Controlled Records shall be made available to a physician, psychologist, or licensed social worker who submits a notarized release from the subject of the Record or any person presenting a legislative subpoena or a court order issued by a court of competent jurisdiction requiring release of the Record.



Protected Records shall be made available to (1) the person who submitted the information in the Record, (2) a person who has power of attorney or a notarized release from any person or governmental entity whose interests are protected by the classification of the Record, (3) any person presenting a legislative subpoena or a court order issued by a court of competent jurisdiction requiring release of the Record.

### **Section 13.07 Privacy Rights**

The District recognizes and upholds the personal right of privacy retained by persons who may be the subject of governmental records.

The District may, as determined appropriate by the District Manager, notify the subject of a Record that a request for access to the subject's Record(s) has been made.

The District may require that the requester of Record(s) provide a written release, notarized within thirty (30) days preceding the request, and from the subject of the Record in question before access to such Record is provided.

### **Section 13.08 Designation, Classification and Retention**

All District Records and Record series, regardless of format, shall be designated, classified, and scheduled for retention according to the provisions of the Government Records Act and the Records Policy. Any Records or Record series generated in the future shall also be so designated, classified, and scheduled for retention. Records shall be designated, classified, and scheduled for retention under the supervision of the District Records Officer.

### **Section 13.09 Procedures for Records Request**

Records requests shall be in writing and presented to the District on forms provided by the District. The date and time that the request is received by the District shall be noted thereon and will start the time periods contained in the Records Policy. Persons requesting a Record that is not a "public record" within the meaning of the Government Records Act and the Records Policy shall adequately identify themselves and their status prior to receiving access to such a Record.

The District may respond to a request for a Record by approving the request and providing the records, denying the request, or such other appropriate response as may be established by the District.



Except as provided below, the District shall respond to a written request for a Public Record within ten (10) business days of the receipt of the request.

In the event of extraordinary circumstances, the District shall be allowed more than ten (10) business days to respond to a written request for a public record as may be reasonably necessary to respond to the request, as determined by the District Manager. Extraordinary circumstances shall include but not be limited to the following:

Another governmental entity is currently and actively using the record;

The record request is for a large quantity of Records or requires the District to review a large number of Records or perform extensive research to locate the requested Record;

The District is currently processing a large number of Record requests and/or is subject to extraordinary seasonal workloads in the processing of other work;

The record request involves an analysis of legal issues to determine the proper response to the request;

The record request involves extensive editing to separate public data in a record from non-public data; or

Providing the requested Record requires computer programming or other format manipulation.

When a record request cannot be responded to within the (10) days, the District Manager shall give the requester an estimate of the time required to respond to the request.

The failure or inability of the District to respond to a record request within the time frames set forth herein, or the District's denial of such a request, shall give rise to the right to appeal as provided in Section 13.10 herein.

Under certain circumstances, the District may charge reasonable fees for producing a requested Record, including, but not limited to, fees described in Schedule No. 4.



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## Section 13.10 Appeal Process

Any person aggrieved by the District's denial of a record request or claim of extraordinary circumstances in responding to a record request may appeal such denial or claim by filing a written notice of appeal with the District Manager within 30 calendar days of the District's action. The notice of appeal shall contain the petitioner's name, address, and phone number and the relief sought; and may contain a short statement of the facts, reasons and legal authority for the appeal.

If the appeal involves a record that is subject to business confidentiality or affects the privacy rights of an individual, the District Manager may send a notice of the appeal to the affected person.

The District Manager shall make a decision regarding the appeal within fifteen (15) business days after receipt of the notice of appeal. During that 15-day period, the District Manager may schedule an informal hearing or request any additional information deemed necessary to render a decision. A copy of the District Manager's decision shall be mailed by the District to all appropriate parties promptly thereafter and shall include the reasons for the District Manager's determination.

If the District Manager affirms the denial in whole or in part, the denial shall include a statement that the requester has a right to appeal the denial to the District's Board.

A written notice of appeal of the District Manager's decision shall be filed with the Board within 30 calendar days of the decision and the appeal shall be heard at the next regularly scheduled meeting of the Board. If there is no meeting scheduled in the subsequent 30 days, the Board shall schedule a meeting for the purpose of hearing the appeal. The final decision of the Board shall be by majority vote of a quorum of the Board. The Board shall prepare a written decision stating their final determination and reasons therefore.

If the Board affirms the denial, in whole or in part, the Board's decision is subject to judicial review in district court as provided in UCA § 63G-2-404.

## Section 13.11 Reasonable Accommodation

Reasonable accommodations regarding access to governmental records shall be provided to persons with disabilities in accordance with the Americans with Disabilities Act upon specific request of the record requester.

## Section 13.12 Record Amendments



**Ticaboo Utility Improvement District**  
**Ticaboo, UT**

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P.S.C. Utah No. 1

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Government Records held by the District may be amended or corrected as needed. Requests for amendments, corrections, or other changes to Records in the custody of the District shall be made in writing, setting forth, with specificity, the amendment or correction requested. When an amendment or correction of a government record is made, only the amended or corrected record shall be retained, unless provided otherwise by the Government Records Actor other State or Federal law.



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## Section 13.13 Penalties

District employees who knowingly refuse to permit access to records in accordance with the Government Records Act and this Records Policy, who knowingly permit access to records that are not “public records,” or who knowingly, without authorization or legal authority, dispose of, alter, or remove records or allow other persons to do so in violation of the provisions of the Act, the Records Policy or other law or regulation may be subject to criminal prosecution and disciplinary action, including termination.

In accordance with the Governmental Records Act, the District, the Trustees, and District officers and employees shall not be liable for damages resulting from the release of a record where the requester presented credible evidence of authority to obtain the record, even if it may be subsequently determined that the requester had no such authority.

## Section 13.14 Records Officer

The Records Officer shall be the District Manager. The Records Officer shall oversee and coordinate records access, management and archives activities. The Records Officer shall make annual reports of record service activities to the Board.

## Section 13.15 Records Maintenance

Records maintenance procedures shall be developed to ensure that due care is taken to maintain and preserve District Records safely and accurately over the long term. The Records Officer shall be responsible for monitoring the application and use of technical processes in the creation, duplication, and disposal of District records. The Records Officer shall also monitor compliance with required standards of quality, permanence, and admissibility pertaining to the creation, use, and maintenance of records.

All District Records shall remain the property of the District unless federal or state legal authority provides otherwise. Property rights to District Records, including legally disposable obsolete District Records, may not be permanently transferred from the District to any private individual or entity. This prohibition does not include the providing of copies of District Records produced for release or distribution under this Records Policy.

Custodians of any District Records shall, at the expiration of their terms of office, appointment or employment, deliver custody and control of all records kept or received by them to their successors, supervisors, or the District’s Records Officer.