

ELECTRIC SERVICE REGULATIONS
OF
MOON LAKE ELECTRIC ASSOCIATION, INC.
ROOSEVELT, UTAH
FOR
ELECTRIC SERVICE
IN THE
STATES OF UTAH AND COLORADO

TARIFF NO. 2019-R01

Cancels all Previous Electric Service Regulations for Electric Service

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Roosevelt, Utah

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Moon Lake Electric Association, Inc.

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Electric Service

Regulation No.1

I - GENERAL PROVISIONS

1. These Regulations are designed to govern the supplying, taking and utilization of electric service in such a manner as will secure to each Consumer the greatest practicable latitude in the enjoyment of service with safety to Consumers and Association.
2. These Regulations and all Rate Schedules are on file in Association's various offices, and copies are obtainable by any Consumer without charge upon request.
3. These Regulations, subject to revision from time to time, supersede and annul all regulations by whatever term designated which may heretofore have governed the supplying and taking of Association's electric service.
4. APPLICATION OF RULES AND REGULATIONS AND RATE SCHEDULES - All Service Agreements at present in effect or that may be entered into in the future are made expressly subject to these Regulations and any modifications hereof that may be lawfully made, and subject to all applicable existing Rate Schedules and additions thereto. The public notice requirements of the applicable regulatory commission shall be followed before either Regulations or Rate Schedules are changed.
5. CONFLICTS - In case of conflict between any provision of these Regulations, Consumer's Service Agreement, or a Rate Schedule, the provision of the Rate Schedule takes precedence, followed by the provisions of the Regulations.
6. Company may begin billing Consumer for newly constructed electrical service within thirty (30) days from the date electrical service is available, even though Consumer may not be utilizing electric service on such date.

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II - GENERAL DEFINITIONS

1. The following expressions, when used in these Regulations, in Rate Schedules, and in Service Agreements, shall, unless otherwise indicated, have the meanings given below:
2. CONSUMER - Any individual, partnership, association, firm, public or private corporation, or governmental agency receiving Company's service at any specified location.
3. ASSOCIATION - Moon Lake Electric Association, Inc.
4. SERVICE AGREEMENT – The agreement or contract between Association and Consumer pursuant to which service is supplied and taken, including the signing of a Membership and Deposit Application, or the delivery of electric power and the acceptance thereof by the Consumer.
5. REGULATORY BODY - The Public Service Commission of Utah or the Public Utilities Commission of Colorado.
6. POINT OF DELIVERY - Consumer's service terminal, or the point where the Association's wires are joined to Consumer's wires or apparatus, unless otherwise specified in Consumer's Service Agreement.
7. POWER DIVERSION - The theft of electric energy or the use of electric energy which is not metered and/or billed.
8. IDLE SERVICE - An electrical energy service installation where power is available but not being utilized. An idle service may lack a transformer or a meter or a service drop.
9. NOTICE - Notice to a consumer prior to disconnection, when such is required, shall mean a written statement giving the cause for discontinuance, deposited in the U.S. mail at least ten (10) calendar days prior to the proposed termination date.

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III - ELECTRIC SERVICE AGREEMENTS

1. Applications for Service
 - A. Residential
 1. Residential applicants may apply for service and pay, or make arrangements to pay, any required security deposit either in person or by telephone.
 - B. Non-Residential
 1. Non-residential applicants must apply in person and pay any required security deposit at the time of application.
 - C. Eligibility and Acceptance
 1. The Association will deny service to an applicant who has not paid or made arrangements to pay an outstanding balance from a prior account. For completion and acceptance of an application, the applicant may be required to sign the Membership Application and/or a formal contract. In the absence of a signed document, the delivery of electric power by the Association and the acceptance thereof by the Consumer will be deemed to constitute an agreement by and between the Association and the Consumer for delivery and acceptance of electric power under the terms and conditions contained in the applicable rate schedule and these electric service Regulations.
 2. Sufficient personal identification of an applicant or account holder may be required at any time. Service may be denied or terminated to an applicant for subterfuge, providing false information or failure to provide sufficient personal identification.
2. Association's Right to Cancel Service Agreement and Suspend Power
 - A. For any default or breach of these Regulations or the terms of the applicable tariff, including failure to pay electric bills or deposits within the specified period, Association may suspend service at the location where the default occurred. The Association reserves the right to terminate electric service without notice where, in its judgment, a clear emergency or serious health or safety hazard exists for so long as such condition exists, or where there is unauthorized use of or diversion of service or tampering with Association owned equipment. Failure of the Association at any time after any such default or breach either to suspend supply or service, to terminate the Service Agreement, or to resort to any other legal remedy, shall not affect Association's right thereafter to resort to or exercise any one or more such remedies for the same or any future default or breach by Consumer.
3. Consumer's Right to Cancel Agreement
 - A. The Consumer shall advise the Association at least three (3) days in advance of the day on which he wants service disconnected. A Landlord who is not an occupant of

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the residence for which termination is requested, shall advise the Association at least ten (10) days in advance of the day on which he wants service disconnected and sign an affidavit that he is not requesting termination as a means of evicting his tenants. Alternatively, such a Landlord may sign an affidavit that there are no occupants in the residence for which termination is requested, and, thereupon the disconnection may occur within four (4) days of the requested disconnect date. Upon request by a Consumer to disconnect service, the Association shall disconnect the service within four (4) working days of the requested disconnection date. The Consumer shall not be liable for any services rendered to or at such address or location after the expiration of such four (4) days unless access to the meter has been delayed by the consumer.

- B. No such suspension of service shall release the Consumer from his obligation to pay any minimum guarantees based on special investment made by the Association to serve the Consumer. If after a suspension of service pursuant to this regulation, the Consumer shall thereafter resume operations within the original Agreement period, at the option of the Association the Agreement may be renewed for the remainder of the Agreement period and for an extended period equal to that during which operations were suspended. If the discontinuance by Consumer is a breach of the Service Agreement, the right of the Association to collect the sums mentioned herein shall be in addition to all other rights it may have on account of such breach.

4. Successors and Assigns

- A. Service Agreements shall be binding upon the respective heirs, legal representatives, and successors by operation of law, of the parties thereto, but shall be voluntarily assignable by either party only with the written consent of the other, except that Association may, without Consumer's consent, assign any Service Agreement to any person or corporation, in any lawful way acquiring or operating all or any part of Association's property used in supplying service under such agreement.

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IV - ASSOCIATION'S OBLIGATIONS IN SUPPLY SERVICE

1. Conditions of Service

- A. The Association's rates are based upon the furnishing of Electric service to a Consumer at a single point of delivery and at a single voltage and a specified phase classification.
- B. Service will be supplied under a given Rate Schedule only at points of delivery as are adjacent to facilities of the Association adequate and suitable as to capacity and voltage for the service desired. Otherwise, special agreements between Consumer and Association may be required.

2. Continuity of Service

- A. The Association will endeavor at all times to provide steady and continuous service, but does not guarantee its service against irregularities and interruptions. In the event service is interrupted, irregular, defective or fails from causes beyond the control of Association, the Association will not be liable therefore.

3. Strikes, Accidents and Restrictions

- A. Neither party shall be liable to the other, excepting, however, the Consumer services charge and minimum guarantee obligations, for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigation, or State, Federal or local government interferences or other causes but the cause producing such omission shall be removed with reasonable diligence. Strikes, labor troubles, accidents, litigation or other causes affecting third parties shall not relieve Consumer of liability for payment of the Consumer services charge or any minimum guarantees except as may be otherwise provided in the applicable Electric Rate Schedule or in the Electric Service Agreement. Performance of Service Agreements is subject to all laws and regulations, including those involving priorities, allocations, or restrictions of materials and the furnishing of electric service, now or hereafter promulgated by lawful authority.

4. Suspension of Service for Repairs and Changes

- A. For the purposes of making repairs to or changes in Association plant or other property, the Association may, without incurring any liability therefore, suspend service for such period as may be required but will endeavor to avoid unnecessary inconvenience to the Consumer. Whenever possible, the Association will give reasonable notice to the Consumer prior to such suspension of service.

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V - CONSUMER'S RESPONSIBILITY IN USING SERVICE

1. Use of Service

- A. Service shall be supplied directly to Consumer through Association's own meter, and shall be used by Consumer only for the purposes specified in and in accordance with the provisions of the Service Agreement. Service shall be for Consumer's use only, and under no circumstances may Consumer or Consumer's Agent, or any other individual, association or corporation, install meters for the purpose of re-metering or reselling or otherwise disposing of service supplied Consumer to lessees, tenants, or others, except in accordance with a Service agreement of Association which specifically authorizes such use of the service. In no case shall Consumer, except with the consent of Association, extend or connect his installation to private space in order to obtain service for adjacent property through one meter, even though such adjacent property be owned by Consumer. In case of such unauthorized re-metering, sale, extension, or other disposition of service, Association may immediately discontinue the supplying of service to Consumer until such condition or act is discontinued and full payment is made for all service supplied or used, billed on proper classification and Rate Schedules. Reimbursement in full will be made to Association for all extra expenses incurred, including expenses for clerical work, testing and inspections.
- B. If Consumer obtains any part of his electric requirements from any source other than the Association, supplementary or standby service will be supplied only under rate schedules specifically applicable to such service or, in the absence of applicable specific supplementary or standby rate Schedules, under special contract arrangements.

2. Consumer's Responsibility

- A. The Consumer assumes all responsibility on Consumer's side of the Point of Delivery, as well as for the electrical installation and appliances used in connection therewith. Consumer shall indemnify, save harmless and defend the Association against all claims, demands, costs or expense, for loss, damage or injury to persons or property, in any manner directly or indirectly connected with, or growing out of, the transmission or use of electric service by the Consumer, at or on the Consumer's side of the Point of Delivery.

3. Access to Premises

- A. The Consumer shall grant all necessary permission to enable the Association to install or maintain service on the premises of the Consumer and to carry out its contract. The Association shall have the right through its agents, and/or employees, to enter upon the premises of the Consumer at all reasonable

times for the purpose of reading, inspecting, repairing or removing the metering devices, appliances, and wiring of the Association and for all other purposes' incident

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to the supplying or discontinuance of service. In the event the Consumer is not the owner of the premises occupied, the Consumer shall obtain all such permissions from the owner thereof.

4. Right of Way

- A. Consumer, without expense to the Association, shall make or procure conveyance to the Association of satisfactory Right-of-Way Easements across the property owned or controlled by Consumer for the Association's line or extensions thereof necessary or incidental to the furnishing of service to the Consumer and shall permit access thereto by the Association's employees and/or agents.
- B. The Consumer shall permit the Association to trim the limbs and tops of trees to the extent that such trimming shall be reasonably necessary to avoid interference with the Association's lines. The Consumer shall not plant any trees within the Right-of-Way that will grow into the lines and create safety hazards and require trimming or removal in the future.
- C. The Consumer shall not construct or place any building, structure, shed, hay stack, silo, equipment or other fixed or moveable appurtenance under overhead power lines or on top of underground power lines, that would compromise the line clearances required by the National Electrical Safety Code, Public Utility Law of the respective state, or local governing bodies, including Association standards, or that might cause damage to or restrict access to the lines and facilities.

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VI - CONSUMER'S INSTALLATION

1. Consumer's Facilities for Receiving Service

- A. All conductors and equipment including meter bases, etc. (except Association's meters and accessories) on the Consumer's side of the Point of Delivery must be installed and maintained at the expense of the Consumer. All conductor, apparatus and equipment shall comply with the Association's specifications for electric service and meter installations which are on file at any Association office and is made a part of these Regulations by reference. Consumer's facilities and installation shall comply with the standards of the National Electrical Safety Code issued by the National Bureau of Standards and the National Electrical Code of the National Fire Protection Association, and with regulations of any governmental authority having jurisdiction.
- B. Consumer shall not employ or utilize any equipment, appliance, or device so as to adversely affect, the Association's service to consumer or other consumers. Appropriate starting devices for motors shall be installed.
- C. A consumer utilizing single-phase service at a Point of Delivery whose service entrance equipment does not exceed 400 amperes will be metered with a self-contained Class 200 or Class 320 meter. A consumer requiring single phase service of greater than 400 amperes and not more than 600 amperes will be instrument metered using current transformers per Association specifications.
- D. A consumer requiring service greater than 600 amperes single-phase will be studied on a case-by-case basis and may be required to take three-phase service and reasonable balance the load on all phases.
- E. A consumer receiving three-phase service of 200 amperes or less will be metered with standard self-contained metering. Consumers receiving three-phase service exceeding 200 amperes will require instrument metering per Association specifications.
- F. The consumer shall so arrange his load that there will be a reasonable electric load balance at the Point of Delivery between the phases of a polyphase circuit and between the two sides of a single phase three-wire circuit.

2. Service Entrances and Connections

- A. The Consumer shall provide a suitable service entrance to the premises to be served at the point acceptable to the Association. Such entrance facilities shall meet the requirements of the authority enforcing the local electrical code or ordinance, if any. The Consumer shall provide a structurally sound point of attachment or support for the Association's service conductors which will permit the clearances required by law.

3. Power Factor

- A. The power factor calculation shall be made by determining the average monthly power

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factor from monthly KVAR hours and kW hours as metered.

4. Highly Fluctuating Loads

- A. If Consumer uses equipment with highly fluctuating load characteristics, or having an abnormal effect on voltage, and whose operation requires the Association to install facilities in order to protect the quality of service to other Consumers or to provide for short period use of power by such equipment, the Association may provide a separate service connection and supply service thereto under the applicable schedule and Extension Policy, Regulation No. 17.
- B. The Association reserves the right to refuse to supply service to loads of a character which may seriously impair service to any Consumer and shall have the right to discontinue service to the Consumer who shall continue to use appliances or apparatus detrimental to the service to any consumer after being notified thereof in writing by the Association.

5. Changes in Installation

- A. Company's wires, transformers, meters and other facilities used in supplying service to Consumer have a definite limited capacity. Consumer shall therefore give notice to the Association and obtain Association's consent before making any material changes or increases in Consumer's installation. Association will promptly give its approval to the proposed change or increase, or will advise Consumer upon what conditions service can be supplied for such change or increase.

6. Inspection by Association

- A. The Association shall have the right, but does not assume the duty, to inspect Consumer's installation at any reasonable time and to refuse to commence or to continue service whenever it does not consider such installation to be in good operating condition, but no inspection by the Association, nor the failure by it to object to the Consumer's installation shall render the Association in any way liable for any injury or damage resulting from any defective installation of the Consumer.

7. Consumer's Responsibility

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

8. Harmonic Distortion

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- A. The allowable harmonic distortion current caused by any individual consumer as measured at the consumer's respective Point of Delivery shall meet two (2) tests as follows:
1. The allowable total harmonic distortion current shall not exceed 10% of the fundamental frequency current.
 2. For any specific harmonic order (multiple of the fundamental frequency), the harmonic distortion current as a percentage of the fundamental frequency current multiplied by the harmonic order shall not exceed 10%. Example: If the harmonic distortion current for the 5th order harmonic is measured at 1.2% of the fundamental frequency current, the harmonic distortion calculation for the harmonic order is 1.2% times 5 (for the 5th harmonic) or 6%. Since the 6% amount does not exceed 10%, it is allowable.
- B. When problems are brought to the attention of the Association, the Association will measure the total and individual order harmonic distortion currents, and will share such information obtained with the consumer. The probable source of such problems will also be determined where possible.
- C. Consumers needing to take corrective actions to eliminate excessive harmonics and their effect on other consumers shall be notified of such need in writing, and shall be given ninety (90) days following notification to make corrections which eliminate problems. If the offending consumer does not eliminate problems within ninety (90) days following notification, the Association shall, at its sole option, take corrective actions and bill consumer for expenses of such corrective actions or may disconnect service.

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VII - ASSOCIATION'S INSTALLATION

1. Company's Installation

- A. Except as otherwise provided in these Service Regulations, in the Service Agreement or Rate Schedules, the Association 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. The Association, subject to the provisions of its Extension policy, Electric Service Regulation No. 17 will extend its supply wires, supply one set of service attachment fittings and make connection to Consumer's service terminals. Only agents of the Association are authorized to connect Association supply wires to Consumer's service terminals.

2. Company Property

- A. All lines, apparatus, instruments, meters and materials furnished and installed by the Association at its expense, within the Consumer's premises, shall be, and remain, the property of the Association and may be removed by the Association upon discontinuance of service. The Consumer shall exercise proper care to protect the Association's property on his premises; and in the event of loss or damage to the Association's property, arising from neglect, carelessness, or misuse by the Consumer, the cost of necessary repairs or replacement shall be paid by the Consumer.

B. Service from Existing Line

- 1. Service will be supplied to the Consumer from the Association's nearest line of sufficient capacity and appropriate phase and voltage to furnish adequate service under applicable Rate Schedules.

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VIII - METERING

1. Installation

- A. The Consumer shall make provision for the connection of metering equipment at a convenient place, readily accessible without risk of bodily harm to Association employees, free from vibration, corrosive atmosphere, and abnormal temperatures, in which to install the Association's metering equipment and shall furnish a meter base for Association's meter. All meter locations and provisions for connecting metering equipment are subject to approval by the Association. The Association will furnish, install and maintain at its own expense the necessary meter or meters and accessories excepting meter bases, to measure the electric service used by the Consumer, The Consumer shall provide and maintain a satisfactory location for the installation without expense to the Association. The Consumer will not interfere with, or alter, or permit interference with or alteration of the Association's meter or other property; including cutting the seals without specific permission from the meter department of Moon Lake Electric Association.

2. Failure to Register

- A. If the Association's meter shall fail at any time to register accurately, the Association may estimate Consumer's Power and Energy during the time of such failure on the basis of the best available data. If any appliance or wiring connections are found on Consumer's premises which prevent the meter from accurately recording the total amount of Power and Energy used on the premises, the Association may at once remove such wiring or appliances and may estimate the Power and the amount of Energy consumed and not registered, as accurately as it is able to do so. The Consumer will immediately pay for such estimated Power and Energy consumption together with the expense of removing any such wiring or appliances and restoring the equipment of the Association to its normal operating condition. The Association may also refuse further service or require the Consumer to make such changes in his wiring installation as the Association deems proper.
- B. Meter Tests and Adjustments Association will test and inspect its meters from time to time and maintain their accuracy of registration in accordance with generally accepted practices and the rules and standards established by the Regulatory Commissions. The Association will make special tests when requested by the Consumer. If any such special test shows the average registration of a meter to be in error by more than 2% fast or slow the Association will bear the cost of test. If the amount of error is less than 2% the Consumer shall bear the cost of test unless the meter has not been tested at the Consumer's request within a twelve (12) month period immediately preceding such request. When an average error of more than 2% is determined, the Association will make a refund where the meter is fast and the Consumer shall pay the difference where the meter is slow. The billing adjustment shall be made according to the provisions of Regulation No. 11, Adjustment of Error.

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IX - BILLING

1. Billing Period

- A. Bills will be rendered regularly at monthly intervals, but may be rendered bimonthly at the option of the Association.

2. Estimated Billing

- A. The Association at its option may use an estimated billing procedure.
- B. When service is rendered to premises located in areas where it is difficult or impossible to read the meter during the winter months, other times of inclement weather or for any other reason, the Association shall render an estimated bill based on previous usage.

3. Statement Due Date

- A. A consumer shall have not less than twenty (20) days from the date the current bill was prepared to pay the new balance, which date shall be the Statement Due Date.

4. Separate Billing for Each Point of Delivery

- A. At each point of delivery, the use of service shall be metered and billed separately for each consumer served. Consumers with three or more accounts may be rendered a Summary Billing at the option of the Association. A Summary Billing shall show the computation for each delivery point. Several such computations may appear on a single page.

5. Application of Consumer Services Charge

- A. Consumers connected within the billing cycle who use power for ten (10) or more days will be billed for usage plus a Consumer services charge prorated for the number of days in the billing cycle.
- B. Consumers who are disconnected will be billed for usage from the last regular reading to the disconnect date plus a Consumer services charge prorated for the number of days in the billing cycle.

6. Selection of Rate Schedule

- A. Where optional Rate Schedules are available, the Association will assist the Consumer, upon request, in the selection of the Rate Schedule most favorable to him for his service requirements. The recommendation to the Consumer will be based on his statement of the class of service required, the amount and manner of use, and other pertinent information. The Association shall not be liable for any errors in connection

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therewith.

7. Disputed Bill

- A. In disputing any part of a periodic billing statement, an account holder shall first attempt to resolve the issue by discussion with the Association's collection personnel.
- B. The Associations collections personnel shall investigate any disputed issue and shall attempt to resolve that issue by negotiation.
- C. If such negotiation does not resolve the dispute, the account holder may obtain information and formal review of the dispute by the Regulatory body of the State.
- D. While an account holder is proceeding with either informal or formal review of a dispute, no termination of service shall be permitted provided any amounts not disputed are paid when due.

8. Interest Charge

- A. All classes of service will be charged interest on the same basis.
- B. The interest rate will be one percentage (1%) per month or twelve (12%) annual percentage rate applied to the unpaid balance.
- C. Interest will be charged on balances due after thirty (30) days from the date of the bill.

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X - EQUAL PAYMENTS PLAN

1. Consumers who have been served under the Residential Service schedule R for twelve (12) consecutive months may elect to pay monthly bills for electric service on an Equal Payments Plan. The Equal Payments Plan shall also be available to Consumers who have signed Deferred Payment Agreements through which they desire to amortize an accumulated delinquent bill and related charges. (Deferred payment agreements are not available for delinquencies involving theft of service).
2. Equal Payments Plan for Non-Delinquent Consumers
 - A. Consumer shall agree to pay a monthly amount equal to 1/11 of the most recent twelve (12) months billing plus a percentage increase to cover known rate increases.
3. Equal Payments Plan for Delinquent Consumers
 - A. Consumer shall agree to pay a monthly amount equal to 1/11 of the most recent twelve (12) months billing, plus a percentage increase to cover known rate increases, plus a sum to amortize the amount of the deferred payments agreement as determined by the Association but in less than twelve (12) months.
4. Time Period
 - A. Equal Payments Plan must be started during the months April through July. Annually, between the April and May billing there shall be the "settlement period." During the settlement period the Consumer must pay any debit balance appearing on his account. Credit balances may be applied to future billing or may be refunded.
5. Delinquency
 - A. A Consumer who, under any circumstances fails to pay the equal payment amount when due shall be subject to the normal collection procedures and shall forfeit further participation in this program.
6. Upon termination of service the entire amount due shall be paid.

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XI - ADJUSTMENTS OF ERRORS

1. Types of Errors: Over reading or under reading the meter, failure of the meter to properly register, application of wrong multiplier, wrong kW demand, wrong contract minimum, wrong Consumer services charge, wrong rate schedule, wrong tax rate, or any other errors.
2. In the event a consumer is incorrectly billed, the incorrect bill shall be calculated back to the date the error occurred but for a period not to exceed twenty-four (24) months.
3. The payment of any back billing on the part of a consumer or refunding on the part of the Association may be subject to negotiation between the parties involved but under no circumstances will the Association include interest charges in the back billing nor pay interest in making a refund.

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XII - TERMINATION OF SERVICE

1. Reasons for Termination

A. For any default or breach of these regulations or the terms of the applicable tariff, the Association may suspend the service where the default occurred. The Association reserves the right to terminate electric service without notice where in its judgment there is:

1. A clear emergency or serious health or safety hazard.
2. Unauthorized use of or diversion of service.
3. Tampering with Association owned equipment

B. Among other things the Association may terminate service after giving proper notice for:

1. Failure to pay electric bills when due.
2. Failure to pay deposits within the specified period.
3. Failure to comply with the terms of a deferred payment agreement.
4. Subterfuge or furnishing of false information in connection with obtaining electric service.
5. Failure to maintain in good order the service entrance facilities or equipment owned by the consumer
6. Use of equipment adversely affecting the Association's service to its other consumers.
7. Refusal of reasonable access to property to the agents or employees of the Association for the purpose of inspecting the facilities or for testing, reading, maintaining or removing meters.

2. Termination – Divorce

A. 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 account holder's service.

3. Terminations – Health and Safety

A. Residential electric service may not be terminated, and will be restored upon written

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notice by the Consumer if terminated, where termination will cause or aggravate a serious illness or infirmity of a person living in the residence. Upon receipt of a physician's statement identifying the health infirmity or potential health hazard, the Association will continue or restore residential electric service for the period set forth in the physician's statement or one (1) month, whichever is less; provided, however, that the person whose health is threatened or illness aggravated may petition the Regulatory Commission for an extension of time. During the period of continued service, the account holder is liable for the cost of the residential electric service. However, no action to terminate the service may be undertaken until expiration of the period of continued service. The Association will not terminate service to a residence in which the account holder or resident is known by the Association to be using an iron lung, respirator, dialysis machine, or other life supporting equipment, without specific prior approval by the Regulatory commission. Any account holder eligible for such protection can obtain it by filing a written notice with the Association. Thereupon the Association will mark and identify all meter boxes where such equipment is used.

4. Notice Requirements Preceding Termination

- A. An electric service bill which has remained unpaid beyond the statement due date is a delinquent account. When an account is delinquent, the Association, before termination, will issue a written late notice to inform the account holder of the delinquent status. Where the account holder responds to a late notice, the Association's collections personnel will investigate any disputed issue and will attempt to resolve that issue by negotiation. During this investigation and negotiation, no other action shall be taken to terminate the residential electric service if the account holder pays the undisputed portion of the account.
- B. The late notice shall be mailed at least ten (10) calendar days prior to a proposed termination of electric service. The ten (10) day time period is computed from the date the notice is deposited in the mail. The notice will be given by first class mail or delivery to the premises and will contain a summary of the following information:
 1. A statement of the Consumer's rights and remedies under existing state law and Commission regulations;
 2. The Commission approved policy on termination for the Association;
 3. The availability of deferred payment agreements and sources of possible financial assistance including, but not limited to all state and federal energy assistance programs;
 4. Informal and formal procedures to dispute bills and to appeal adverse decisions, including the Commission's address and telephone number;

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5. Specific steps that may be taken by the Consumer to avoid termination (printed in a conspicuous fashion);
6. The date by which payment arrangements must be made to avoid termination;
7. The cause for discontinuance of service.

C. Third Party Notifications

1. The Association will send duplicate copies of ten (10) day termination notices to a third party designated by the account holder and will make reasonable efforts to personally contact the third party designated by the account holder before termination occurs. The Association will inform its account holders of the third-party notification procedure at the time of application for service and at least once each year.

D. Master Metered Services

1. For all residential premises including Master-Metered apartment dwellings where a person other than the occupant is the account holder and that fact is known to the Association, the Association will post a notice of proposed termination 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 ten calendar days prior to the proposed termination. The posted notice shall contain the information specified in (12(4)b) Electric Service Regulation.

5. Consumer Requested Termination

- A. The Consumer shall advise the Association at least three days in advance of the day on which he wants service disconnected. A landlord who is not an occupant of the residence for which termination is requested, shall advise the Association at least ten days in advance of the day on which he wants service disconnected and sign an affidavit that he is not requesting termination as a means of evicting his tenants. Alternatively, such a Landlord may sign an affidavit that there are not occupants in the residence for which termination is requested, and thereupon the disconnection may occur within four days of the requested disconnection date. Upon a request by a Consumer to the Association to disconnect service, the Association will disconnect

the service within four working days of the requested disconnect date. The Consumer shall not be liable for any services rendered to or at such address or location after the expiration of such four days, unless access to the meter has been delayed by the consumer.

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6. Reconnection Conditions and Fees

- A. Once service is terminated under the provisions of this regulation, it will only be restored if the Consumer pays the amount due or makes a Deferred Payment Agreement to cover the amount due.
- B. The amount due shall include a reconnect fee of not less than \$50.00 during regular hours and \$100.00 after regular working hours. The amount due also includes the full amount of the bill and may include a security deposit or additional security deposit as determined by the deposit regulation.

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XIII - DEFERRED PAYMENT PLAN

1. Applicability

- A. A residential applicant or account holder who is unable to pay a delinquent account balance on demand has the right to receive electric service under a deferred payment agreement. Personnel will be available 24 hours per day, to reconnect electric service, provided that, prior to reconnection, the account holder pays the delinquent account balance or if unable to do so at that time agrees to negotiate and execute a deferred payment agreement and to pay the first installment by visiting the Association's business office within 48 hours after service has been reconnected. A written copy of the deferred payment agreement shall be given to the Consumer.

2. Terms

- A. A residential applicant or account holder has the right to set the amount of the equal monthly installment of a deferred payment agreement, provided, however, that the full amount of the delinquent balance plus interest shall be paid within twelve (12) months and provided that the account holder agrees to make an initial payment not less than the amount of the monthly installment. The account holder shall have the right to pay the outstanding balance due under a deferred payment agreement at any time during the term of the agreement. When negotiating a deferred payment agreement, the account holder shall agree to promptly pay all current bills for residential electric service plus the monthly installment necessary to liquidate the delinquent bill. The account holder has the option to include in the deferred payment agreement the amount of the current month's bill plus any reconnection charges or security deposits in the total amount to be paid over the term of the deferred payment agreement. The deferred payment agreement may include a finance charge not to exceed 12% a month or 18% per year and will contain notice of this charge.

3. Breach

- A. If an applicant or account holder breaches any condition or term of the deferred payment agreement, The Association may treat that breach as a delinquent account and shall have the right to terminate electric service pursuant to Electric Service Regulation No. 12, and the account holder shall not have the right to renewal of the deferred payment agreement. Renewal of deferred payment agreements after breach shall be at the option of the Association.

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XIV - DIVERSION OF ELECTRIC ENERGY

1. Power Diversion Defined

A. The taking of electric energy without the approval and knowledge of the Association shall be classified into two categories:

1. Category I

1. Consumer has illegally reconnected service after it was disconnected for delinquency or other violations of the Electric Regulations. Included in this category is the unexplained breaking of meter seals. The power used is metered.

2. Category II

1. Consumer obtains power by placing energy consuming devices ahead of the meter or by tampering or interfering with wires, devices or equipment connected to the Association's distribution system. Also included are damage to, alteration, or obstruction of any Association meter. The power used is only partially metered or not metered at all.

2. Responsibility for Diversion

A. The use of power under either Category I or Category II shall constitute evidence of diversion of electric energy by the consumer in whose name service is being rendered or by the person benefitting from the use of such diverted energy.

3. Penalty for Diversion

A. After an effort has been made to contact the beneficiary of the power diversion either by telephone or in person, the service shall be disconnected. Service shall not be reconnected for that Consumer or to any other person for the Consumer's use at the same location or any location until the following conditions have been met:

1. Category I

1. Paid all electric bills due including payment for the kWh registered after the unauthorized usage began.
2. Paid all reasonable expenses and costs incurred on account of the violation including the costs of investigation, disconnection, reconnection service calls, employee time and equipment use.
3. Paid a security deposit in the amount determined by the Association.

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4. Paid for any damaged equipment owned by the Association.
2. Category II
 1. Paid all electric bills due including an estimate for the unregistered power, service calls, employee time and equipment use.
 2. Paid all reasonable expenses and costs incurred on account of the violation including the costs of investigation, disconnection, reconnection,
 3. Paid a security deposit in the amount determined by the Association.
 4. Paid for any damaged equipment owned by the Association.
 3. The Association shall prosecute any case at its discretion but will prosecute on the third offence by any consumer.
4. A consumer suspected of power diversion shall receive a written warning of possible consequences of power theft.

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XV - DEPOSITS

1. Deposits

- A. In accordance with the conditions stated below, the Association may require from its Consumers a security deposit intended to guarantee payment of bills. The deposit may be in addition to any advance contribution or guarantee in connection with construction of lines or facilities as provided for in the line extension policy of the Association as stated in the Associations Electric Service Regulation No. 17.
- B. Any Consumer that has an average monthly electric bill of ten thousand dollars (\$10,000.00) or more may be required to provide the Association an ongoing Assurance Bond for a value that will meet or exceed the average two (2) month electric bill.

1. Residential Consumers

- 1. In accordance with the conditions specified below, Residential Consumers may be required to make security deposits. Such deposits shall be the greater of an estimated sixty (60) day peak billing period at the premises; or \$225.00 for Consumers taking service on Electric Service Schedule R. An applicant for electric service shall have the right to pay a security deposit in at least three equal monthly installments provided that the first installment is paid at the time of application.
- 2. Consumers Applying for Residential Electric Service. A security deposit will be required from any prospective Consumer applying for residential service meeting one of the following criteria.
 - a. Has engaged in subterfuge or furnished false credit information.
 - i. Fails to present a picture identification or two forms of identification without a picture. This requirement only applies if the applicant has not been a Consumer of the Association within the past twenty (24) months or is not listed by the credit rating agency used by the Association.
 - ii. Fails to provide the following information:
 - 1. Consumer name
 - 2. Service address
 - 3. Previous address
 - 4. Social security number, driver's license

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Number, or a government issued picture identification

5. Name of a relative, relationship, and phone number; or Personal reference and phone number
6. Employer phone number, if employed
7. If renting, the owner or manager of the premises at the service address and phone number (if available) or the address or P. O. Box of the owner or manager.

iii. Has been a Consumer of the Association and left a premise with an unpaid delinquent account.

iv. Fails to achieve an acceptable credit evaluation (as determined by the Association) from the credit rating agency used by the Association.

2. Current Residential Consumers

1. In addition to deposits which may be required pursuant to Paragraph 3. (Non- Payment of Bills) below, a deposit may be required from any residential Consumer who has been connected less than one (1) year and is subject to termination and a ten (10) day written notice of disconnection has been issued. A current residential Consumer will be allowed to pay the security deposit in at least three equal installments. Prior to termination, the Association will not require a deposit from a Consumer who is in compliance with his obligations under a deferred payment agreement (which includes remaining current on his bill), or if the bill is brought current.

3. Contributions from Third-Party Sources

1. Monies received by the Company from third-party sources (such as HEAT, REACH, SHARE, identifiable contributions from religious organizations, or other similar public assistance programs) to aid a

Consumer in the payment of electric service billings shall not be applied toward the payment of a security deposit, but shall be applied to reduce the cost of the home electric service received.

4. Third-Party Guarantees

1. Third-party guarantees in lieu of security deposits shall be permitted from qualified guarantors. The Association shall consider a guarantor of residential service qualified if the guarantor is a current

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Consumer of the Association and has not received a ten (10) day written notice of disconnection within the last twelve (12) months.

C. Non-residential Consumers

1. The Association may require at any time, from any Non-Residential Consumer, a security deposit intended to guarantee payment of bills. Such deposit shall not exceed the amount of an estimated average sixty (60) days bill at the premises. The Association will accept a guarantee satisfactory to the Association, or a bond or irrevocable letter of credit from a bank, insurance company, or bond company of equal value in place of the security deposit.
2. The security deposit may be waived for applicants who establish a good credit rating with the Association

2. Interest

- A. Interest shall be simple interest, computed from the date of deposit at the highest recommended rate that is officially filed from either the State of Utah's Public Service Commission or the State of Colorado's Public Utilities Commission, which is adjusted from time to time. Deposits with accrued interest will be applied at the end of twelve (12) months or sooner at the option of the Association unless the Consumer has received three or more ten (10) day written notice of disconnection within the last twelve (12) months. Upon final settlement of Consumer's account, any unused balance of deposit with accrued interest, if any, will be returned to Consumer less such amount as shall then be due the Association by the Consumer for service rendered. Interest on Consumer's deposit shall cease upon discontinuance for any reason of Consumer's service.

3. Non-Payment of Bills

- A. A Consumer or former Consumer of the Association, whose service was terminated for non- payment of a delinquent account or deposit where required, or who left a premises with a delinquent account, will be required to make payments of all amounts remaining unpaid from previous service in addition to a deposit which shall be the of an estimated sixty (60) day peak billing period at the premises; or \$225.00. Such applicant will be allowed to pay the security deposit in at least three equal installments provided that the first installment is paid at the time of application.

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XVI - IDLE SERVICES

1. Definition: An "idle service is an installation where electric power is available but not being utilized.
2. The Association shall have the option of removing facilities which have not been used for twelve (12) months unless one of the following applies:
 - A. The service is under contract and the monthly payments are Currently paid.
 - B. The owner of the property or some other interested person shall pay the minimum monthly charge for that service and keep such payments currently paid.

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XVII - LINE EXTENSION POLICY

1. General information

A. General Provisions

1. Service Coverage

1. Moon Lake Electric Association will provide electric service to all Applicants within the boundaries of its service area under the terms and conditions herein and the Association Regulations.

2. Routes, Easements and Right-of-Way

1. The route of a Line Extension shall be selected by the Association. All costs of rights-of-way, easements, or licenses to use land and for the clearing and preparation thereof incurred by the Association shall be included in determining Line Extension cost. The Association shall have the option to acquire at the Applicant's expense, or have the Applicant assist the Association's Right-of-Way Department to acquire rights-of-way, easements and land-use licenses to clear and prepare the land as required by the Association. The Applicant shall allow the Association unencumbered access to the Applicant's premises for all work deemed necessary by the Association. The Applicant may be required to provide proof of ownership of the property.

3. Ownership of Facilities

1. The Association will own, operate and maintain all Line Extensions made under this Policy.

4. Estimates

1. Verbal estimates are not binding on the Association. Formal written estimates will be provided to Applicants as they are available upon request.

5. Underground Line Extensions

1. The Applicant is responsible for and must furnish the excavation, bedding material as required, and backfill of trenches according to the Association's specifications. This shall include location and proper protection of all existing underground facilities at the time of excavation.

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2. The Association's installation of primary distribution line will usually be along front lot lines in subdivisions and mobile home parks.

6. Relocation of Lines

1. The Association will cooperate with all political subdivisions in the construction, improvement or rehabilitation of public properties by relocating its lines providing:
 - a. A proposed engineering plan is provided
 - b. Reasonable notice is given
 - c. Project costs are agreed upon
2. The Association will relocate any poles, anchors, or other facilities located on public right-of-way in accordance with respective applicable franchise agreement with the public entity requesting relocation.
3. Relocation of lines for individuals shall be at the expense of the person making the request unless the relocation will result in substantial improvement in the Association's facilities or their location.

7. Restrictions

1. Notwithstanding the provisions of this Regulation, the extension of the Association's lines and services shall be subject to such restrictions as may be imposed from time to time, during war or other emergencies, by the laws of the United States, the State of Utah, by executive and administrative proclamations, by orders or regulations of the Public Service Commission of Utah or by any lawful order of any regulatory authority or governmental body having jurisdiction.

B. Definitions

1. Line Extension

1. shall mean power line facilities and equipment (including transformer(s) and meter), either Primary and/or Secondary Voltages, constructed beyond the Association's existing facilities that will supply electrical service to an Applicant's Point of Delivery.

2. Extension Costs

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1. are the Association's total costs for constructing an extension using the company's standard construction methods, including services, lines, transformers, meters, and other required facilities plus labor, transportation, materials and overhead charges.
3. Applicant
 1. shall mean, but is not limited to, any individual, partnership, association, firm, public or private corporation, or governmental agency requesting electrical service from the Association at any specified location.
4. Permanent Service
 1. shall mean electrical service to a specified location where the permanency of the service can be reasonably assured.
5. Indeterminate Service
 1. shall mean but is not limited to electrical service to certain residences, mines, quarries, oil wells, industrial, manufacturing, and commercial enterprises of a speculative nature, real estate subdivisions, property being developed for sale, enterprises where the Applicant will not be the user of service, locations where there is little or no immediate demand for service, and other service (except that defined hereinafter as "Temporary") where the permanency cannot reasonably be assured.
6. Temporary Service
 1. shall mean but not be limited to electrical service to circuses, bazaars, fairs, concessions and similar enterprises, construction projects, etc., and other applications where the duration is reasonably considered to be of a temporary nature.
7. Applicant-Built Line Extension
 1. shall mean a primary or secondary voltage line extension

constructed for an Applicant by the Applicant's licensed contractor other than the Association or its contractor(s).
8. Contribution-in-Aid to Construction
 1. (Contribution) shall mean payment made to the Association for estimated Line Extension costs paid by the Applicant.

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9. Primary Voltage

1. shall mean voltage in excess of 600 volts.

10. Secondary Voltage

1. shall mean voltage less than 600 volts.

2. Financial Arrangements for Line Extensions

A. General Provisions

1. The Association will construct Line Extensions for any Consumer when the estimated cost of the Line Extension is paid for prior to any work commencing.

1. Large Industrial Loads

- a. Large industrial loads involving special construction circumstances will be individually analyzed and the provisions of this Extension Policy applied as agreed upon in writing by the parties.

B. Adjustment of Constructions Contributions

1. For Line Extensions serving Residential, General Service and Irrigation rate schedules, a cost estimate up to five thousand (\$5,000) shall be considered firm pricing and no adjustments will be calculated. For such Line Extension estimates exceeding five thousand (\$5,000), if the actual cost is less than the estimate by one (\$100) hundred dollars or more, then a refund will be issued by the Association.
2. For Line Extensions serving any other Rate Schedules, payment for the estimated Line Extension costs will be adjusted to reflect the actual costs. If the actual costs are less than the contribution, the Association will refund the difference. If actual costs exceed the Contribution, the Applicant will be required to pay the difference when required within written Agreement accepted by both parties prior to construction.

C. Excess Capacity

1. If the Association elects to install excess capacity in the primary extension to an Applicant for future use by additional consumers, the Association shall bear the incremental costs to install excess capacity above that normally required to serve Applicant. Excess capacity is usually obtained through

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installation of an increased conductor size and stronger structures.

3. Applicant-Built Line Extensions

A. General

1. Applicant may contract with a properly Licensed Contractor in the respective State other than the Association to build a Primary or Secondary Voltage Line Extension. Such an extension will be referred hereafter as an Applicant-Built Line Extension. The Applicant must contract with the Association before starting construction of an Applicant-Built Line Extension. When the Applicant-Built Line Extension has been completed and the Association approves it, the Association will connect it to the Association facilities and assume ownership.

B. Liability and Insurance

1. The Applicant assumes all risks for the construction of an Applicant-Built Line Extension. Before starting construction, the Applicant must furnish a certificate naming the Association as an additional insured for a minimum of \$1,000,000. The Applicant may cancel the policy after the Association accepts ownership of the Line Extension.

C. Advance for Design, Specifications, Material Standards and Inspections

1. The Applicant must advance the Association's estimated costs for design, specifications, material standards and inspections. When the Applicant has completed construction, the Association will determine the actual costs and may adjust that portion of the Applicant's advance. If the actual costs exceed the Applicant's advance, the Applicant may be required to pay the difference before the Association will accept and energize the Line Extension. If the actual costs are less than the Applicant's advance, the Association will refund the difference.
2. The Association will estimate the frequency of specific activities to be inspected and convey this to the Applicant prior to the signing of the contract. For underground Line Extensions, the Association may require that an inspector be continuously present whenever installation work is done.

D. Construction Standards

1. The Applicant-Built Line Extension must be constructed in accordance with the Association's current construction standards for design, specifications, and material standards along the Association's selected route. Otherwise, the Association will not accept or energize the Applicant-Built Line

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Extension.

E. Rights-of-Way and Title

1. The Applicant must provide to the Association all required rights-of-way, easements, an unencumbered title for Applicant-Built Line Extension facilities, and permits on Association forms or forms acceptable to Association, notarized, and in writing prior to the Applicant-Built Line Extension being energized.

F. Transfer of Ownership

1. Upon approval of the construction by the Association and following receipt of required written documentation as required by the Association, the Association will assume ownership of and energize the Applicant-Built Line Extension.

G. Deficiencies in Construction

1. If within twenty-four (24) months of the time the Association energized the Line Extension, the Association determines that the Applicant provided deficient material or workmanship in the Line Extension, the Applicant must pay the cost to correct the deficiency. At its discretion, the Association may require that the Applicant provide a faithful performance bond before the Applicant begins construction.

4. Standard Fees and Charges

A. Application Fees

1. The Association may charge Application Fees for any new service construction requests under this policy. The Application Fee shall be set and updated, from time to time, by the Association's Board of Directors.
2. When an Application Fee is paid by the Consumer and the Line Extension is completed, the Application Fee will be credited towards the final costs of the Line Extension.

B. System Capacity Charges

1. All new service location account requests that require a Line Extension to provide service will be charged a one-time System Capacity Charge.
2. The System Capacity Charge will be based on the Consumer's installed transformer capacity at each location, whether it is single phase or three phase, as well as, which Rate Schedule the Consumer will be served.

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3. System Capacity Charges for single phase services can be determined from the following table:

INSTALLED KVA	RATE SCHEDULES		
	R	GS-1	I (IRRIGATION) SINGLE PHASE ONLY
15	\$306	\$306	\$153
25	\$510	\$510	\$255
37.5	\$765	\$765	\$383
50	\$1,020		\$510
75			\$765
100			\$1,020
167			\$1,704

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4. System Capacity Charges for three phase services can be determined from the following table:

INSTALLED KVA	RATE SCHEDULES			
	GS-3	I (IRRIGATION) THREE PHASE ONLY	IS-1 THRU IS- 7	LP, LPP, LPS
30	\$612	\$306		
45	\$918	\$459	\$3,214	\$2,755
75		\$765	\$5,357	\$4,592
112.5		\$1,148	\$8,036	\$6,888
150		\$1,531	\$10,714	\$9,184
225		\$2,296	\$16,071	\$13,776
300		\$3,061	\$21,429	\$18,367
500			\$35,714	\$30,612
750			\$53,571	\$45,918
1000			\$71,429	\$61,224
1500			\$107,143	
2000			\$142,857	
3000			\$178,571	

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XVIII - TAXES

1. Taxes added to Electric Bills

- A. In the event any city, municipality or other governmental body shall impose a gross revenue, occupation, franchise, sales or similar tax upon the seller for power supplied, then the amount of such tax shall be billed to and paid by Consumers receiving power from the seller within the city, municipality or governmental body imposing said tax.

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XIX - CONNECTION OF SERVICE

1. Service Connections

- A. A service connection shall be made at the request of any potential Consumer who has fulfilled the several requirements of these regulations including the payment of a previously incurred bill. Such connection shall be made at the earliest possible date.

2. Regular Service Hours Connects

- A. No charge shall be required for service connections during regular working hours. Regular working hours shall be defined as follows:

1. Four Day Work Week

7AM - 5:30 PM Monday through Thursday

8AM - 4:30 PM Friday

2. Five Day Work Week

8 AM - 4:30 PM Monday through Friday

3. The Association shall post and advertise the semi-annual shifts between 4 Day and 5 Day Work Weeks.

3. After Hours Connect Charge

- A. After having been given the option of waiting until the next regular working day for a connect, any Consumer who insists on a connection after regular working hours or on weekends, shall pay a connect fee of at least \$100.00