

EXHIBIT C



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ELECTRIC SERVICE TARIFF SCHEDULE R-1 PHASE

RESIDENTIAL SERVICE

1. Application/Purpose:

- a. Residential
- b. Permanent Rental Units
- c. 3 Phase Permanent Rental Units with multiple units on the same meter.
- d. Single Phase Agriculture Related pumps less than 3.7 kW (ie 5 HP).
- e. Rural Civic Services.
 - Ex. Pavilion, Park
- f. Trickle charge for Electric Vehicles at a residential location

2. Parameters:

- a. For alternating current supplied at 120 or 240 volts
- b. Single phase services through a one-kilowatt hour meter at a single point of delivery.

3. Monthly Billing Information:

Charge Type	Rate
kWh Energy Charge	\$0.0571 per kWh used
Service Charge	\$30.00 per service per month

- a. If a member requests a reconnect at the same location within a 12-month period, they shall be required to pay the monthly service charge for the intervening months.
- b. When the service location isn't in use for 12 months or longer the service is subject for removal under the Idle Service Regulation.
- c. When a reconnect is made for the same member at the same or another location after voluntary disconnection, a \$20.00 fee shall be charged.
- d. Additional service charge(s) per separate residential dwelling(s) can be charged to the applicable service location(s).
- e. All accounts are subject to revaluation at any time, to determine the applicable rate.
- f. Payment is due within 20 days after the bill is prepared.

4. Special Provisions/ Instructions:

- a. Approval of connection may be contingent on the results of an MLEA engineering department capacity analysis.
- b. Rates and service are hereunder subject to the Electric Service Regulations of MLEA as amended from time to time.
- c. Meters that are not accessible to read due to seasonal impacts, will have estimated readings and be billed accordingly.
- d. This rate is not for resale.



Moon Lake Electric Association, Inc.

Accepted Utah PSC
Docket No.: 17-030-T01

ELECTRIC SERVICE TARIFF SCHEDULE R-1 PHASE

Residential Service RESIDENTIAL SERVICE

1. AVAILABILITY Application/Purpose:

- a. ~~Residential purposes in towns, villages, farming areas, permanent rental units, and farming-related non-residential uses subject to the established rules and regulations of the Association. To small rural civic services where the transformer capacity does not exceed 15 kVa. This rate is not for resale.~~
- b. Residential
- c. 3 Phase Permanent Rental Units with multiple units on the same meter.
- d. Single Phase Agriculture Related pumps less than 3.7 kW (ie 5 HP).
- e. Rural Civic Services.
 - Ex. Pavilion, Park
- f. Trickle charge for Electric Vehicles at a residential location

2. APPLICATION Parameters:

- a. ~~This schedule is for alternating current supplied at approximately 120 or 240 volts, single-phase through one kilowatt hour meter at a single point of delivery. Service is not to be used to supply a second dwelling.~~
- b. ~~When a portion of a dwelling is used regularly for a licensed business, the premises will be classified as non-residential and the appropriate schedule applied. However, if the wiring is so arranged that the service for residential purposes can be metered separately, this schedule will be applied to such service.~~
- c. ~~Meters that are not accessible for the regular monthly reading will be billed under the billing regulation for estimated billing.~~
- a. For alternating current supplied at 120 of 240 volts
- b. Single phase services through a one-kilowatt hour meter at a single point of delivery

3. MONTHLY BILL Monthly Billing Information

RATE: Customer Services _____ \$ 19.85 per service per month-
All kWh _____ \$.0560 per kWh

<u>Charge Type</u>	<u>Rate</u>
<u>kWh Energy Charge</u>	<u>\$0.0571 per kWh used</u>
<u>Service Charge</u>	<u>\$30.00 per service per month</u>

- a. If a member requests a reconnect at the same location within a 12-month period, they shall be required to pay the monthly service charge for the intervening months.

- b. When the service location isn't in use for 12 months or longer the service is subject for removal under the Idle Service Regulation.
 - c. When a reconnect is made for the same member at the same or another location after voluntary disconnection, a \$20.00 fee shall be charged.
 - d. Additional service charge(s) per separate residential dwelling(s) can be charged to the applicable service location(s).
 - e. All accounts are subject to revaluation at any time, to determine the applicable rate.
 - f. Payment is due within 20 days after the bill is prepared.
4. **~~TEMPORARY DISCONTINUANCE OF SERVICE~~**
- a. ~~A Consumer requesting reconnect at the same location within a 12-month period shall be required to pay the monthly minimum charge for the intervening months. Non use of service for 12 months shall make the premises subject to removal under the Idle Service Regulation.~~
5. **~~RECONNECTION FEE~~**
- a. ~~When a reconnect is made for the same consumer at the same or another location after voluntary disconnection, a \$10.00 fee shall be charged.~~
6. **~~TERMS OF PAYMENT~~**
- a. ~~Payment is due within twenty (20) days after the bill is prepared.~~
7. **~~SPECIAL PROVISIONS~~Special Provisions/Instructions:**
- a. Approval of connection may be contingent on the results of an MLEA engineering department capacity analysis.
 - b. Rates and sService hereunder subject to the Electric Service Regulations of ~~the~~ MLEA Association as amended from time to time.
 - c. Meters that are not accessible to read due to seasonal impacts, will have estimated readings and be billed accordingly.
 - d. This rate is not for resale.



ELECTRIC SERVICE TARIFF SCHEDULE R-3 PHASE

RESIDENTIAL SERVICE

1. Application/Purpose:

- a. Residential
- b. Rapid charge for Electric Vehicles at a residential location

2. Parameters:

- a. 3 Phase at available secondary voltage

3. Monthly Billing Information:

Charge Type	Rate
kWh Energy Charge	\$0.0571 per kWh used
Demand Charge	\$8.00 per kW of billing demand
Service Charge	\$30.00 per service per month

- a. If a member requests a reconnect at the same location within a 12-month period, they shall be required to pay the monthly service charge for the intervening months.
- b. When the service location isn't in use for 12 months or longer the service is subject for removal under the Idle Service Regulation.
- c. When a reconnect is made for the same consumer at the same or another location after voluntary disconnection, a \$20.00 fee shall be charged.
- d. Additional service charge(s) per separate residential dwelling(s) can be charged to the applicable service location(s).
- e. All accounts are subject to revaluation at any time, to determine the applicable rate.
- f. Payment is due within 20 days after the bill is prepared.

4. Special Provisions/ Instructions:

- a. Approval of connection may be contingent on the results of an MLEA engineering department capacity analysis.
- b. Rates and service are hereunder subject to the Electric Service Regulations of MLEA as amended from time to time.
- c. Meters that are not accessible to read due to seasonal impacts, will have estimated readings and be billed accordingly.
- d. This rate is not for resale.



ELECTRIC SERVICE TARIFF SCHEDULE I

IRRIGATION

1. Application/Purpose:

- a. Pumping water for agricultural purposes of irrigation or soil drainage
- b. Center Pivots

2. Parameters:

- a. For 3 Phase and Single Phase Agriculture pumps greater than 3.7 kW (i.e. 5 HP)

3. Monthly Billing Information:

Charge Type	Rate
kWh Energy Charge	\$0.0617 per kWh used
kW Demand Charge	\$8.07 per kW used
Service Charge	\$17.00 per service per month

- a. The billing demand shall be the maximum kilowatt demand established by the member for any period of 15 consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor.
- b. If a member requests a reconnect at the same location within a 12-month period, they shall be required to pay the monthly service charge for the intervening months.
- c. When the service location isn't in use for 12 months or longer the service is subject for removal under the Idle Service Regulation.
- d. All accounts are subject to revaluation at any time, to determine the applicable rate.
- e. Payment is due within 20 days after the bill is prepared.

4. Special Provisions/ Instructions:

- a. Approval of connection may be contingent on the results of an MLEA engineering department capacity analysis.
- b. Rates and service are hereunder subject to the Electric Service Regulations of MLEA as amended from time to time.
- c. Meters that are not accessible to read due to seasonal impacts, will have estimated readings and be billed accordingly.
- d. When the service location isn't in use for 12 months or longer the service is subject for removal under the Idle Service Regulation.
- e. When an Irrigation Service is idle, the consumer shall continue to pay the service charge until the association receives a written statement that the site has been abandoned.
- f. This rate is not for resale.



MOON LAKE ELECTRIC ASSOCIATION, INC.

Accepted Utah PSC
Docket No.: 17-030-T01

ELECTRIC SERVICE TARIFF SCHEDULE I

Irrigation IRRIGATION

1. ~~AVAILABILITY~~ Application/Purpose:

- a. ~~This schedule is for alternating current, at the Association's available volt age through a single point of delivery used exclusively for pumping water for agricultural purposes for either irrigation or soil drainage located on or near Association's facilities of adequate capacity. Subject to the established rules and regulations of the Association. Limited to pumps of 5 H.P. or more. This rate is not for resale.~~
- b. Pumping water for agricultural purposes of irrigation or soil drainage
- c. Center Pivots

2. ~~RATE~~ Parameters:

- a. For 3 Phase and Single Phase Agriculture pumps greater than 3.7 kW (i.e. 5 HP)

3. Monthly Billing Information:

~~Customer Services: _____ \$10.50 per installed horsepower per year~~

~~Energy Charge: _____ All kWh @ \$0.05900 per kWh~~

<u>Charge Type</u>	<u>Rate</u>
<u>kWh Energy Charge</u>	<u>\$0.0617 per kWh used</u>
<u>kW Demand Charge</u>	<u>\$8.07 per kW used</u>
<u>Service Charge</u>	<u>\$17.00 per service per month</u>

- a. The billing demand shall be the maximum kilowatt demand established by the member for any period of 15 consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor.
- b. If a member requests a reconnect at the same location within a 12-month period, they shall be required to pay the monthly service charge for the intervening months.
- c. When the service location isn't in use for 12 months or longer the service is subject for removal under the Idle Service Regulation.
- d. All accounts are subject to revaluation at any time, to determine the applicable rate.
- e. Payment is due within 20 days after the bill is prepared.

4. ~~MINIMUM MONTHLY CHARGE~~

- a. ~~\$16 or 1/12 of the Customer Services Charge, whichever is greater, plus any increase required under the Line Extension Policy.~~

5. ~~TERMS OF PAYMENT~~

a ~~Payment is due within twenty (20) days after the bill is prepared.~~

6. BILLING PERIOD

a ~~Irrigation billing shall be based on a calendar year. New services requiring an increase under the Line Extension Policy will be prorated for the initial year.~~

7. TEMPORARY DISCONTINUANCE OF SERVICE

a ~~When an Irrigation Service is disconnected for any reason, the Consumer shall continue to pay the minimum monthly Charge until the Association receives a written statement that the site has been abandoned. Upon receipt of that statement, billing shall cease and the applicable provisions of the regulations and/or contract shall then apply.~~

8. SPECIAL PROVISIONSSpecial Provisions/Instructions:

- a. Approval of connection may be contingent on the results of an MLEA engineering department capacity analysis.
- b. Rates and ~~s~~Service hereunder subject to the Electric Service Regulations of ~~the Association~~MLEA as amended from time to time. ~~Single phase pump applications in excess of 10 H.P. must be approved in writing by the Association.~~
- c. Meters that are not accessible to read due to seasonal impacts, will have estimated readings and be billed accordingly.
- d. When the service location isn't in use for 12 months or longer the service is subject for removal under the Idle Service Regulation.
- e. When an Irrigation Service is idle, the consumer shall continue to pay the service charge until the association receives a written statement that the site has been abandoned.
- f. This rate is not for resale.



ELECTRIC SERVICE TARIFF SCHEDULE EV

COMMERCIAL RAPID ELECTRIC VEHICLE CHARGING STATION

1. Application/Purpose:

- a. Level 3 Rapid Electric Vehicle Charging Station

2. Parameters:

- a. Commercial or Industrial three-phase service for vehicle charging station
- b. A separate meter is required for this service.
- c. Load requirements do not exceed 2,000 kW

3. Monthly Billing Information:

Charge Type	Rate
kWh Energy Charge	\$0.0571 per kWh used
kW Demand Charge Minimum	\$0.0735 per kWh used
kW Demand Charge	\$12.60 per kW of billing demand
Service Charge	\$92.00 per service per month

- a. Member power factor shall remain between 0.95 and 1.0 leading or lagging. Loads with power factors less than 0.94 will be required to correct their power factor to within acceptable values. If a member is unable or unwilling to correct their power factor, MLEA will install appropriate reactive equipment and bill the member for labor and materials to complete the installation. Demand charges will be adjusted for members with an average monthly power factor less than 0.94 by increasing the billing demand .01 for each .01 by which the average power factor is less than 0.94.
- b. If a member requests a reconnect at the same location within a 12-month period, they shall be required to pay the monthly service charge for the intervening months. When the service location isn't in use for 12 months or longer the service is subject for removal under the Idle Service Regulation.
- c. All accounts are subject to revaluation at any time, to determine the applicable rate.
- d. Payment is due within 20 days after the bill is prepared.

4. Special Provisions/ Instructions:

- a. Approval of connection may be contingent on the results of an MLEA engineering department capacity analysis.
- b. Loads that exceed 2,000 kW must have approval in writing from the Engineering Manager of MLEA.
- c. Rates and service are hereunder subject to the Electric Service Regulations of MLEA as amended from time to time.
- d. Meters that are not accessible to read due to seasonal impacts, will have estimated readings and be billed accordingly.
- e. This rate is not for resale.



ELECTRIC SERVICE TARIFF SCHEDULE GS-1 PHASE

GENERAL SERVICE

1. Application/Purpose:

- a. Commercial or Industrial purposes
- b. Load requirements up to 100 kW
- c. Metered Street Lights

2. Parameters:

- a. Single-phase at available secondary voltage.
- b. 25% or more of power used is due to business operations at the service location.

3. Monthly Billing Information:

Charge Type	Rate
kWh Energy Charge	\$0.0649 per kWh used
Service Charge	\$31.00 per service per month

- a. If a member requests a reconnect at the same location within a 12-month period, they shall be required to pay the monthly service charge for the intervening months.
- b. Additional service charge(s) per separate business dwelling(s) can be charged to the applicable service locations(s).
- c. When the service location isn't in use for 12 months or longer the service is subject for removal under the Idle Service Regulation.
- d. All accounts are subject to revaluation at any time, to determine the applicable rate.
- e. Payment is due within 20 days after the bill is prepared.

2. Special Provisions/ Instructions:

- a. Approval of connection may be contingent on the results of an MLEA engineering department capacity analysis.
- b. Rates and service are hereunder subject to the Electric Service Regulations of MLEA as amended from time to time.
- c. Meters that are not accessible to read due to seasonal impacts, will have estimated readings and be billed accordingly.
- d. When the service location isn't in use for 12 months or longer the service is subject for removal under the Idle Service Regulation.
- e. This rate is not for resale.



~~MOON LAKE ELECTRIC ASSOCIATION, INC.~~

*Accepted Utah PSC
Docket No.: 17-030-T01*

ELECTRIC SERVICE TARIFF SCHEDULE GS-1 ~~phase~~PHASE

General ServiceGENERAL SERVICE

1. ~~AVAILABILITY~~Application/Purpose:

- ~~a. Available for commercial, or industrial purposes, including lighting, heating and power, subject to the established rules and regulations of the Association. This rate is not for resale.~~
- ~~b. Service under this schedule is limited to Consumers whose load requirements do not exceed 37.5 kVa of transformer capacity.~~
- a. Commercial or Industrial purposes
- b. Load requirements up to 100 kW
- c. Metered Street Lights

2. ~~CONDITIONS FOR SERVICE~~Parameters:

- ~~a. Single-phase at available secondary voltage. Motors should not have a rated capacity in excess of ten horsepower.~~
- b. 25% or more of power used is due to business operations at the service location.

3. ~~MONTHLY BILL~~Monthly Billing Information

~~RATE: Customer Services _____ \$19.85 per service per month-
All kWh _____ \$ 0.06210 per kWh~~

<u>Charge Type</u>	<u>Rate</u>
<u>kWh Energy Charge</u>	<u>\$0.0649 per kWh used</u>
<u>Service Charge</u>	<u>\$31.00 per service per month</u>

- a. If a member requests a reconnect at the same location within a 12-month period, they shall be required to pay the monthly service charge for the intervening months.
- b. Additional service charge(s) per separate business dwelling(s) can be charged to the applicable service locations(s).
- c. When the service location isn't in use for 12 months or longer the service is subject for removal under the Idle Service Regulation.
- d. All accounts are subject to revaluation at any time, to determine the applicable rate.
- e. Payment is due within 20 days after the bill is prepared.

4. ~~TEMPORARY DISCONTINUANCE OF SERVICE~~

- ~~a. A Consumer requesting reconnect at the same location within a 12-month period shall be required to pay the monthly minimum charge for the intervening months. Non use of service for 12 months shall make the premises subject to removal under the Idle Service Regulation. See Idle Service Regulations for reconnect fee.~~

5. **TERMS OF PAYMENT**

- a. ~~Payment is due within twenty (20) days after the bill is prepared.~~

6. **SPECIAL PROVISION**Special Provisions/Instructions:

- a. Approval of connection may be contingent on the results of an MLEA engineering department capacity analysis.
- b. Rates and sService hereunder subject to the Electric Service Regulations of MLEA~~the Association~~ as amended from time to time.
- c. Meters that are not accessible to read due to seasonal impacts, will have estimated readings and be billed accordingly.
- d. When the service location isn't in use for 12 months or longer the service is subject for removal under the Idle Service Regulation.
- e. This rate is not for resale.



ELECTRIC SERVICE TARIFF SCHEDULE GS-3 PHASE

GENERAL SERVICE

1. Application/Purpose:

- a. Commercial or Industrial Purposes
- b. 3 Phase Farm Service

2. Parameters:

- a. 3 Phase at available secondary voltage
- b. Service available up to 45 kW

3. Monthly Billing Information:

Charge Type	Rate
kWh Energy Charge	\$.0649 per kWh used
Service Charge	\$59.00 per service per month

- a. If a member requests a reconnect at the same location within a 12-month period, they shall be required to pay the monthly service charge for the intervening months.
- b. Additional service charge(s) per separate business dwelling(s) can be charged to the applicable service locations(s).
- c. When the service location isn't in use for 12 months or longer the service is subject for removal under the Idle Service Regulation.
- d. All accounts are subject to revaluation at any time, to determine the applicable rate.
- e. Payment is due within 20 days after the bill is prepared.

4. Special Provisions/ Instructions:

- a. Approval of connection may be contingent on the results of an MLEA engineering department capacity analysis.
- b. Rates and service are hereunder subject to the Electric Service Regulations of MLEA as amended from time to time.
- c. Meters that are not accessible to read due to seasonal impacts, will have estimated readings and be billed accordingly.
- d. When the service location isn't in use for 12 months or longer the service is subject for removal under the Idle Service Regulation.
- e. This rate is not for resale.



MOON LAKE ELECTRIC ASSOCIATION, INC.

Accepted Utah PSC
Docket No.: 17-030-T01

ELECTRIC SERVICE TARIFF SCHEDULE GS-3 PHASEPhase

General ServiceGENERAL SERVICE

1. AVAILABILITYApplication/Purpose

- a. Available for commercial, industrial purposes or three-phase farm service for all uses, including lighting, heating and power, subject to the established rules and regulations of the Association where Association's facilities have adequate capacity. This rate is not for resale.
- b. Service under this schedule is limited to Consumers whose load requirements do not exceed 49 kVa of transformer capacity.
- c. Commercial or Industrial Purposes
- d. 3 Phase Farm Service

2. CONDITIONS FOR SERVICEParameters:

- a. Three-Phase; a-t available secondary voltage
- b. Service available up to 45 kW;

3. MONTHLY BILLMonthly Billing Information

RATE: Customer Services _____ \$38.00 _____ per service per month
 All kWh _____ \$ 0.06210 _____ per kWh

<u>Charge Type</u>	<u>Rate</u>
<u>kWh Energy Charge</u>	<u>\$.0649 per kWh used</u>
<u>Service Charge</u>	<u>\$59.00 per service per month</u>

- a. If a member requests a reconnect at the same location within a 12-month period, they shall be required to pay the monthly service charge for the intervening months.
- b. Additional service charge(s) per separate business dwelling(s) can be charged to the applicable service location(s).
- c. When the service location isn't in use for 12 months or longer the service is subject for removal under the Idle Service Regulation.
- d. All accounts are subject to revaluation at any time, to determine the applicable rate.
- e. Payment is due within 20 days after the bill is prepared.

4. TEMPORARY DISCONTINUANCE OF SERVICE

- a. A Consumer requesting reconnect at the same location within a 12-month period shall be required to pay the monthly minimum charge for the intervening months. Non use of service for 12 months shall make the premises subject to removal under the Idle Service Regulation. See Idle Service Regulations for reconnect fee.

5. **TERMS OF PAYMENT**

- a. ~~Payment is due within twenty (20) days after the bill is prepared.~~

6. **SPECIAL PROVISION**Special Provisions/Instructions:

- a. Approval of connection may be contingent on the results of an MLEA engineering department capacity analysis.
- b. Rates and ~~s~~Service are hereunder subject to the Electric Service Regulations of MLEA~~the Association~~ as amended from time to time.
- c. Meters that are not accessible to read due to seasonal impacts, will have estimated readings and be billed accordingly.
- d. When the service location isn't in use for 12 months or longer the service is subject for removal under the Idle Service Regulation.
- e. This rate is not for resale.



ELECTRIC SERVICE TARIFF SCHEDULE HD

HIGH DENSITY

1. Application/Purpose:

- a. Cryptocurrency Operations or similar operation or purpose

2. Parameters:

- a. Non-Residential with a demand greater than 200 kW
- b. Energy intensity greater than 250 kWh/sqft per year

3. Monthly Billing Information:

Charge Type	Rate
kWh Energy Charge	The greater of \$0.0651 per kWh or the “Monthly Market Index” (defined below) used per month
kW Demand Charge	\$31.72 per kW per month
Service Charge	\$15.00 per kW per month

- a. “Monthly Market Index” for each Billing Period shall be equal to the highest forward price during the last five (5) trading days of the previous calendar month for firm electric power and energy for all calendar days during the subsequent calendar month (“Prompt Month”) for which such Monthly Market Index is to be determined, for firm power forward contracts, delivered at Palo Verde (“PALO”), as determined by Deseret in any commercially reasonable manner based on published 7 x 24 hour prices or a weighted average on-peak and off-peak prices (based on the respective hours in each period during the Prompt Month). If published forward price data is unavailable to Deseret for any calendar month, Deseret shall obtain at least two representative price - quotes from power marketers or brokers and shall base its determination of the Monthly Market Index on such good faith indicative price quotes.
- b. Member power factor shall remain between 0.95 and 1.0 leading or lagging. Loads with power factors less than 0.94 will be required to correct their power factor to within acceptable values. If a member is unable or unwilling to correct their power factor, MLEA will install appropriate reactive equipment and bill the member for labor and materials to complete the installation. Demand charges will be adjusted for members with an average monthly power factor less than 0.94 by increasing the billing demand .01 for each .01 by which the average power factor is less than 0.94.
- c. If a member requests a reconnect at the same location within a 12-month period, they shall be required to pay the monthly service charge for the intervening months. When the service location isn’t in use for 12 months or longer the service is subject for removal under the Idle Service Regulation.
- d. All accounts are subject to revaluation at any time, to determine the applicable rate.
- e. Payment is due within 20 days after the bill is prepared.

4. Special Provisions/ Instructions:

- a. Approval of connection may be contingent on the results of an MLEA engineering department capacity analysis.
- b. Rates and service are hereunder subject to the Electric Service Regulations of MLEA as amended from time to time.
- c. Meters that are not accessible to read due to seasonal impacts, will have estimated readings and be billed accordingly.
- d. The required levels of current or voltage distortion shall be within the levels outlined in IEEE Standard 519-2014, IEEE Recommended Practices and Requirements for Harmonic Control in Electric Power Systems, or any successor IEEE standard. When problems are brought to the attention of the MLEA, MLEA will measure the total and individual order harmonic distortion currents, and will share such information obtained with the member. Members needing to take corrective actions to eliminate excessive harmonics and their effect on other members shall be notified of such need in writing, and shall be given 45 days following notification to make corrections which eliminate problems. If the offending member does not eliminate problems within 45 days following notification, MLEA shall, at its sole option, take corrective actions and bill member for expenses of such corrective actions or may disconnect service.
- e. Member will transfer Performance Assurance to or for the benefit of MLEA in an amount equal to the Collateral Requirement, at least 15 days prior to commencement of any service hereunder, and shall at all times maintain Performance Assurance as a condition of continued service hereunder in an amount at least equal to the Collateral Requirement.
- f. "Performance Assurance" means a security deposit collateral in the form of a performance bond and/or other security in form and subject to terms and conditions that are acceptable to MLEA in its sole and absolute discretion.
- g. "Collateral Requirement" means an amount (not less than zero) calculated by MLEA as follows: 100% of the amount to be paid pursuant to the terms of this Rate Schedule for all deliveries of electric power and energy and other service or charges to the member hereunder of a period of 90 days, based on MLEA's reasonable estimate of the rates and charges expected to be incurred for service to the member on account of all loads hereunder.
- h. For loads served under this tariff, MLEA offers negotiated contracts with terms of three years or longer, with substantial take-or-pay provisions for targeted demand and energy.



ELECTRIC SERVICE TARIFF SCHEDULE IS-1

OIL AND GAS SERVICE

1. Application/Purpose:

- a. Oil and Gas

2. Parameters:

- a. Individual load requirements of all three-phase metering points that exceed 45 kW in aggregate and are less than 2,500 kW.
- b. Available to members located on or near MLEA's primary lines of adequate capacity for three-phase service.

3. Monthly Billing Information:

Charge Type	Rate
kWh Energy Charge	\$0.0197 per kWh used
kW Demand Charge	\$21.57 per kW of billing demand
Service Charge	
50-250 KVA Transformer	\$388 per meter
251-1,000 KVA Transformer	\$775 per meter
1,001-2,500 KVA Transformer	\$1,550 per meter

- a. Billing demand is the maximum kW demand set based on the member's usage for any period of 15 consecutive minutes during the month for which the bill is rendered, as indicated or recorded.
- b. Member power factor shall remain between 0.95 and 1.0 leading or lagging. Loads with power factors less than 0.94 will be required to correct their power factor to within acceptable values. If a member is unable or unwilling to correct their power factor, MLEA will install appropriate reactive equipment and bill the member for labor and materials to complete the installation. Demand charges will be adjusted for members with an average monthly power factor less than 0.94 by increasing the billing demand .01 for each .01 by which the average power factor is less than 0.94.
- c. If a member requests a reconnect at the same location within a 12-month period, they shall be required to pay the monthly service charge for the intervening months. When the service location isn't in use for 12 months or longer the service is subject for removal under the Idle Service Regulation.
- d. All accounts are subject to revaluation at any time, to determine the applicable rate.
- e. Payment is due within 20 days after the bill is prepared.

4. Special Provisions/ Instructions:

- a. Approval of connection may be contingent on the results of an MLEA engineering department capacity analysis.
- b. Rates and service are hereunder subject to the Electric Service Regulations of MLEA as amended from time to time.
- c. Meters that are not accessible to read due to seasonal impacts, will have estimated readings and be billed accordingly.
- d. This rate is not for resale.



Accepted Utah PSC
Docket No.: 17-030-T01

~~MOON LAKE ELECTRIC ASSOCIATION, INC.~~

ELECTRIC SERVICE TARIFF SCHEDULE IS-1

~~Oil and Gas Service~~ OIL AND GAS SERVICE

1. ~~AVAILABILITY~~ Application/Purpose:

- a. ~~Available to Consumers located on or near Association's primary lines of adequate capacity for three-phase service. Service under this schedule is limited to consumers whose individual load requirements of all three-phase metering points exceed 50 kVa of transformer capacity and in aggregate are less than 2,500 kW of billing demand. This rate not for resale.~~
- b. Oil and Gas

2. Parameters:

- a. Individual load requirements of all three-phase metering points that exceed 45 kW in aggregate and are less than 2,500 kW.
- b. Available to members located on or near MLEA's primary lines of adequate capacity for three-phase service.

3. ~~MONTHLY BILL~~ Monthly Billing Information

~~RATE:~~ Demand Charge — \$20.64 — per kW of billing demand-
 Energy Charge — \$0.01887 — per kWh
 Facilities Charge

KVA Transformer	Monthly Facilities Charge
50-250	\$250 per meter
251-1,000	\$500 per meter
1,001-2,500	\$1,000 per meter

<u>Charge Type</u>	<u>Rate</u>
<u>kWh Energy Charge</u>	<u>\$0.0197 per kWh used</u>
<u>kW Demand Charge</u>	<u>\$21.57 per kW of billing demand</u>
<u>Service Charge</u>	
<u>50-250 KVA Transformer</u>	<u>\$388 per meter</u>
<u>251-1,000 KVA Transformer</u>	<u>\$775 per meter</u>
<u>1,001-2,500 KVA Transformer</u>	<u>\$1,550 per meter</u>

- a. Billing demand is the maximum kW demand set based on the member's usage for any period of 15 consecutive minutes during the month for which the bill is rendered, as indicated or recorded.

- b. Member power factor shall remain between 0.95 and 1.0 leading or lagging. Loads with power factors less than 0.94 will be required to correct their power factor to within acceptable values. If a member is unable or unwilling to correct their power factor, MLEA will install appropriate reactive equipment and bill the member for labor and materials to complete the installation. Demand charges will be adjusted for members with an average monthly power factor less than 0.94 by increasing the billing demand .01 for each .01 by which the average power factor is less than 0.94.
- c. If a member requests a reconnect at the same location within a 12-month period, they shall be required to pay the monthly service charge for the intervening months. When the service location isn't in use for 12 months or longer the service is subject for removal under the Idle Service Regulation.
- d. All accounts are subject to revaluation at any time, to determine the applicable rate.
- e. Payment is due within 20 days after the bill is prepared.

4. ~~DETERMINATION OF BILLING DEMAND~~

- a. ~~The billing demand shall be the maximum kilowatt demand established by the Consumer for any period of 15 consecutive minutes during the month for which the bill is rendered, as indicated or recorded.~~

5. ~~POWER FACTOR ADJUSTMENT~~

- a. ~~Demand charges will be adjusted for Consumers with an average monthly power factor less than 90% lagging. Such adjustments will be made by increasing the billing demand 1% for each 1% by which the average power factor is less than 90% lagging.~~

6. ~~TERMS OF PAYMENT~~

- a. ~~Payment is due within 20 days after the bill is prepared.~~

7. ~~SPECIAL PROVISIONS~~Special Provisions/Instructions:

- a. Approval of connection may be contingent on the results of an MLEA engineering department capacity analysis.
- b. Rates and sService hereunder subject to Electric Service Regulations of MLEA~~the Association~~ as amended from time to time.
- c. Meters that are not accessible to read due to seasonal impacts, will have estimated readings and be billed accordingly.
- d. This rate is not for resale.



ELECTRIC SERVICE TARIFF SCHEDULE IS-4

INDUSTRIAL SERVICE

1. Application/Purpose:

- a. Industrial

2. Parameters:

- a. Three-phase alternating current service at 4,160 volts or higher
- b. For members with one metering point with loads in excess of 1,500 kW up to 2,500 kW.

3. Monthly Billing Information:

Charge Type	Rate
kWh Energy Charge	Measured kWh Energy times Loss Factor times rate of \$0.0345 per kWh used
kW Demand Charge	Measured kW Demand times Loss Factor times rate of \$18.25 per kW per month
TOU kW Demand Charge - On Peak	Measured kW Demand (during on peak) times Loss Factor times rate of \$18.25 per kW per month
TOU kW Demand Charge - Off Peak	Measured kW Demand (during off peak) times Loss Factor times rate of \$6.00 per kW per month
Service Charge	Cost of Service plus 70% of kW Charges

- a. Member power factor shall remain between 0.95 and 1.0 leading or lagging. Loads with power factors less than 0.94 will be required to correct their power factor to within acceptable values. If a member is unable or unwilling to correct their power factor, MLEA will install appropriate reactive equipment and bill the member for labor and materials to complete the installation. Demand charges will be adjusted for members with an average monthly power factor less than 0.94 by increasing the billing demand .01 for each .01 by which the average power factor is less than 0.94.
- b. The Billing Demand calculation shall be the maximum kW demand established by the member during any 15 consecutive minutes interval of the billing period, as indicated or recorded by demand meter(s) and adjusted for power factor as applicable.
- c. Service charge is that amount indicated above and referenced in the Agreement for Service plus 70% of the member's demand charges for each respective month at the rate per kW above.
- d. If a member requests a reconnect at the same location within a 12-month period, they shall be required to pay the monthly service charge for the intervening months. When the service location isn't in use for 12 months or longer the service is subject for removal under the Idle Service Regulation.
- e. All accounts are subject to revaluation at any time, to determine the applicable rate.
- f. Payment is due within 20 days after the bill is prepared.

4. Special Provisions/ Instructions:

- a. Approval of connection may be contingent on the results of an MLEA engineering department capacity

analysis.

- b. Rates and service are hereunder subject to the Electric Service Regulations of MLEA as amended from time to time.
- c. Meters that are not accessible to read due to seasonal impacts, will have estimated readings and be billed accordingly.
- d. Contribution-in-aid required for facilities to connect members to MLEA facilities of adequate voltage and capacity. Rate shall apply during project construction period.
- e. Written Agreement for Service required. Schedule also applies to members who supply a portion of their load requirements by self-generation and require MLEA to supply supplementary, backup, and/or maintenance power and energy.
- f. This rate is not for resale.

5. Time-of-Use Option

- a. Available to all members electing the Time-of-Use Option. Members must direct MLEA in writing to apply the Time-of-Use rate to selected accounts.
- b. Time-of-Use elections can be made only once per year and with 30 days notice.
- c. The billing demand shall be the maximum kW demand, which occurred during the on-peak period. The on-peak period shall be determined by MLEA for each month and made known to those consumers electing to use the Time-of-Use Option. The off-peak billing demand shall be the maximum kW demand, which occurred during the off-peak period multiplied by a rate of \$6.00. The on-peak billing demand shall be the maximum kW demand, which occurred during the on-peak period multiplied by a rate of \$18.25.
- d. The member will be responsible to pay a contribution-in-aid payment to MLEA for the cost of the Time-of-Use meter and its installation.



ELECTRIC SERVICE TARIFF SCHEDULE IS-4

INDUSTRIAL SERVICE

1. ~~AVAILABILITY~~Application/Purpose:

- a. ~~At facilities of adequate capacity; Three phase alternating current service at 4160 volt s or higher; One metering point for loads in excess of 1500 KW but less than 2500 kw. Contribution in aid required for facilities to connect Consumer to Association facilities of adequate voltage and capacity. Rate shall apply during project construction period. Power purchased under this rate schedule is not for resale.~~
- b. ~~Written Agreement for Service required. Schedule also applies to Consumers who supply a portion of their load requirements by self generation and require the Association to supply Supplementary, Backup, and/or Maintenance power and energy.~~
- c. Industrial

2. Parameters:

- a. Three-phase alternating current service at 4,160 volts or higher
- b. For members with one metering point with loads in excess of 1,500 kW up to 2,500 kW.

3. ~~MONTHLY BILL~~Monthly Billing Information:

~~RATE: Demand Charge: _____ Measured Demand times Loss Factor times rate of \$17.50 per KW;
 Energy Charge: _____ Measured Energy times Loss Factor times rate of \$0.03300 per KWH.
 Service Charge: _____ As defined in a separate Agreement for Service.~~

<u>Charge Type</u>	<u>Rate</u>
<u>kWh Energy Charge</u>	<u>Measured kWh Energy times Loss Factor times rate of \$0.0345 per kWh used</u>
<u>kW Demand Charge</u>	<u>Measured kW Demand times Loss Factor times rate of \$18.25 per kW per month</u>
<u>TOU kW Demand Charge - On Peak</u>	<u>Measured kW Demand (during on peak) times Loss Factor times rate of \$18.25 per kW per month</u>
<u>TOU kW Demand Charge - Off Peak</u>	<u>Measured kW Demand (during off peak) times Loss Factor times rate of \$6.00 per kW per month</u>
<u>Service Charge</u>	<u>Cost of Service plus 70% of kW Charges</u>

- a. Member power factor shall remain between 0.95 and 1.0 leading or lagging. Loads with power factors less than 0.94 will be required to correct their power factor to within acceptable values. If a member is unable or unwilling to correct their power factor, MLEA will install appropriate reactive equipment and bill the member for labor and materials to complete the installation. Demand charges will be adjusted for members with an average

monthly power factor less than 0.94 by increasing the billing demand .01 for each .01 by which the average power factor is less than 0.94

- b. The Billing Demand calculation shall be the maximum kW demand established by the member during any 15 consecutive minutes interval of the billing period, as indicated or recorded by demand meter(s) and adjusted for power factor as applicable.
- c. Service charge is that amount indicated above and referenced in the Agreement for Service plus 70% of the member's demand at the rate per kW above.
- d. If a member requests a reconnect at the same location within a 12-month period, they shall be required to pay the monthly service charge for the intervening months. When the service location isn't in use for 12 months or longer the service is subject for removal under the Idle Service Regulation.
- e. All accounts are subject to revaluation at any time, to determine the applicable rate.
- f. Payment is due within 20 days after the bill is prepared.

4. DEFINITION OF FACTORS IN RATE

- a. ~~Measured Demand~~
 - i. ~~15 minute average integrated demand, in KW, as measured at the supply voltage.~~
- b. ~~Measured Energy~~
 - i. ~~Energy, in kWh, measured at supply voltage.~~
- c. ~~Loss Factor~~
 - i. ~~Factor for losses as defined in Agreement for Service.~~
- d. ~~Margins Factor~~
 - i. ~~As defined in Agreement for Service.~~
- e. ~~Contract Demand~~
 - i. ~~Electrical demand as defined in Consumer's Agreement for Service. Association is not obligated to furnish demand in excess of Contract Demand.~~

5. DETERMINATION OF BILLING DEMAND WITHOUT TIME-OF-USE OPTION

- a. ~~The billing demand shall be the maximum kilowatt demand at each metering point established by the Consumer for any period of fifteen (15) consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor as follows:~~

6. POWER FACTOR ADJUSTMENT

- a. ~~Demand Charge will be adjusted if Consumer's average power factor is lower than 90%. Such adjustment will be made by increasing the Measured Demand 1% for each 1% by which the average power factor is less than 90% lagging or leading.~~

7. MINIMUM CHARGE

- a. ~~The minimum monthly charge shall be the Service Charge plus other minimum charges as stated in the Agreement for Service or the Service Charge plus 70% of the Consumers Contract Demand at the rate per KW above.~~

8. TERMS OF PAYMENT

- a. ~~Due and payable twenty (20) days from the date of the monthly bill.~~

9. SPECIAL PROVISIONS Special Provisions/Instructions

- a. Approval of connection may be contingent on the results of an MLEA engineering department capacity analysis.
- b. Rules-Rates and Service hereunder subject to Electric Service Regulations of MLEA~~the Association~~ as amended from time to time.
- c. Meters that are not accessible to read due to seasonal impacts, will have estimated readings and be billed accordingly.
- d. Contribution-in-aid required for facilities to connect members to MLEA facilities of adequate voltage and capacity. Rate shall apply during project construction period.
- e. Written Agreement for Service required. Schedule also applies to members who supply a portion of their load requirements by self-generation and require MLEA to supply supplementary, backup, and/or maintenance power and energy.
- f. This rate is not for resale.

ELECTRIC SERVICE WITH TIME-OF-USE OPTION

10. AVAILABILITY Time-of-Use Option

- a. Available to all ~~Consumers-members~~ electing the Time-of-Use Option. ~~Consumer-Members~~ must direct MLEA Association in writing to apply the Time-of-Use rate to selected accounts.
- b. Time-of-Use elections can be made only once per year and with 30 days notice.

11. DETERMINATION OF THE BILLING DEMAND

- a. The billing demand shall be the maximum kilowatt kW demand, which occurred during the ~~o~~On-peak period. The ~~o~~On-peak period shall be determined by ~~Moon Lake~~MLEA for each month and made known to those consumers electing to use the Time-of-Use Option. The off-peak billing demand shall be the maximum kilowatt kW demand, which occurred during the off-peak period multiplied by a rate of \$62.000. The on-peak billing demand shall be the maximum kW demand, which occurred during the on-peak period multiplied by a rate of \$18.25.
- a.d. The consumer-member will be responsible to pay a contribution-in-aid payment to Moon Lake-MLEA for the cost of the Time-of-Use meter and its installation.



ELECTRIC SERVICE TARIFF SCHEDULE IS-5

OIL AND GAS SERVICE

1. Application/Purpose:

- a. Oil and Gas

2. Parameters:

- a. Three-phase alternating current service at 480 volts
- b. Total load requirements of all three-phase metering points that exceed 2,500 kW in aggregate up to 6,000 kW.
- c. Available to members located on or near MLEA's primary lines of adequate capacity for three-phase service.

3. Monthly Billing Information:

Charge Type	Rate
kWh Energy Charge	\$.0197 per kWh used
kW Demand Charge	\$21.57 per kW of billing demand
Service Charge	
50-250 KVA Transformer	\$388 per meter
251-1,000 KVA Transformer	\$775 per meter
1,001-2,500 KVA Transformer	\$1,550 per meter
2,501-6,000 KVA Transformer (Loads with single delivery point only)	\$3,900 per meter

- a. Billing demand is the maximum kW demand set based on the member's usage for any period of 15 consecutive minutes during the month for which the bill is rendered, as indicated or recorded.
- b. Member power factor shall remain between 0.95 and 1.0 leading or lagging. Loads with power factors less than 0.94 will be required to correct their power factor to within acceptable values. If a member is unable or unwilling to correct their power factor, MLEA will install appropriate reactive equipment and bill the member for labor and materials to complete the installation. Demand charges will be adjusted for members with an average monthly power factor less than 0.94 by increasing the billing demand .01 for each .01 by which the average power factor is less than 0.94.
- c. If a member requests a reconnect at the same location within a 12-month period, they shall be required to pay the monthly service charge for the intervening months. When the service location isn't in use for 12 months or longer the service is subject for removal under the Idle Service Regulation.
- d. All accounts are subject to revaluation at any time, to determine the applicable rate.
- e. Payment is due within 20 days after the bill is prepared.

4. Special Provisions/ Instructions:

- a. Approval of connection may be contingent on the results of an MLEA engineering department capacity analysis.
- b. Rates and service are hereunder subject to the Electric Service Regulations of MLEA as amended from time to time.
- c. Meters that are not accessible to read due to seasonal impacts, will have estimated readings and be billed accordingly.
- d. This rate is not for resale.



Accepted Utah PSC
Docket No.: 17-030-T01

~~MOON LAKE ELECTRIC ASSOCIATION, INC.~~

ELECTRIC SERVICE TARIFF SCHEDULE IS-5

~~Oil and Gas Service~~ OIL AND GAS SERVICE

~~1. AVAILABILITY~~ Application/Purpose:

- ~~a. Available to Consumers located on or near Association's primary lines of adequate capacity for three-phase service. Service under this schedule is limited to consumers whose total load requirements of all three-phase metering points exceed 2,500 kW of billing demand and are less than 6,000 kW. This rate not for resale.~~
- ~~b. Oil and Gas~~

~~2. Parameters:~~

- ~~a. Three-phase alternating current service at 480 volts~~
- ~~b. Total load requirements of all three-phase metering points that exceed 2,500 kW in aggregate up to 6,000 kW.~~
- ~~c. Available to members located on or near MLEA's primary lines of adequate capacity for three-phase service~~

~~2. MONTHLY BILL~~

~~RATE: Demand Charge \$20.64 per kW of billing demand~~
~~Energy Charge \$0.01887 per kWh~~
~~Facilities Charge~~

KVA Transformer	Monthly Facilities Charge
50-250	\$250 per meter
251-1,000	\$500 per meter
1,001-2,500	\$1,000 per meter
2,501-15,000*	Cost of Service

~~* Pertains to loads with single delivery point only.~~

~~3. Monthly Billing Information:~~

Charge Type	Rate
kWh Energy Charge	\$.0197 per kWh used
kW Demand Charge	\$21.57 per kW of billing demand
Service Charge	
50-250 KVA Transformer	\$388 per meter
251-1,000 KVA Transformer	\$775 per meter
1,001-2,500 KVA Transformer	\$1,550 per meter
2,501-15,000 KVA Transformer (Loads	\$3,900 per meter

with single delivery point only)

- a. Billing demand is the maximum kW demand set based on the member's usage for any period of 15 consecutive minutes during the month for which the bill is rendered, as indicated or recorded.
- b. Member power factor shall remain between 0.95 and 1.0 leading or lagging. Loads with power factors less than 0.94 will be required to correct their power factor to within acceptable values. If a member is unable or unwilling to correct their power factor, MLEA will install appropriate reactive equipment and bill the member for labor and materials to complete the installation. Demand charges will be adjusted for members with an average monthly power factor less than 0.94 by increasing the billing demand .01 for each .01 by which the average power factor is less than 0.94.
- c. If a member requests a reconnect at the same location within a 12-month period, they shall be required to pay the monthly service charge for the intervening months. When the service location isn't in use for 12 months or longer the service is subject for removal under the Idle Service Regulation.
- d. All accounts are subject to revaluation at any time, to determine the applicable rate.
- e. Payment is due within 20 days after the bill is prepared.

4. ~~DETERMINATION OF BILLING DEMAND~~

- a. ~~The billing demand shall be the maximum kilowatt demand established by the Consumer for any period of 15 consecutive minutes during the month for which the bill is rendered, as indicated or recorded~~

5. ~~POWER FACTOR ADJUSTMENT~~

- a. ~~Demand charges will be adjusted for Consumers with an average monthly power factor less than 90% lagging. Such adjustments will be made by increasing the billing demand 1% for each 1% by which the average power factor is less than 90% lagging.~~

6. ~~TERMS OF PAYMENT~~

- a. ~~Payment is due within 20 days after the bill is prepared.~~

7. ~~SPECIAL PROVISIONS~~Special Provisions/Instructions:

- a. Approval of connection may be contingent on the results of an MLEA engineering department capacity analysis.
- b. Rates and sService hereunder subject to Electric Service Regulations of MLEA~~the Association~~ as amended from time to time.
- c. Meters that are not accessible to read due to seasonal impacts, will have estimated readings and be billed accordingly.
- d. This rate is not for resale.



ELECTRIC SERVICE TARIFF SCHEDULE IS-6

OIL AND GAS SERVICE

1. Application/Purpose:

- a. Oil and Gas

2. Parameters:

- a. Total load requirements of all three-phase metering points that exceed 6,000 kW in aggregate up to 15,000 kW.
- b. Available to members located on or near MLEA's primary lines of adequate capacity for three-phase service.

3. Monthly Billing Information:

Charge Type	Rate
kWh Energy Charge	\$.0356 per kWh used
kW Demand Charge	\$22.68 per kW of billing demand
Service Charge	
6,000 - 15,000 KVA Transformer (Loads with single delivery point only)	\$3,900 per meter

- a. Billing demand is the maximum kW demand set based on the member's usage for any period of 15 consecutive minutes during the month for which the bill is rendered, as indicated or recorded.
- b. Member power factor shall remain between 0.95 and 1.0 leading or lagging. Loads with power factors less than 0.94 will be required to correct their power factor to within acceptable values. If a member is unable or unwilling to correct their power factor, MLEA will install appropriate reactive equipment and bill the member for labor and materials to complete the installation. Demand charges will be adjusted for members with an average monthly power factor less than 0.94 by increasing the billing demand .01 for each .01 by which the average power factor is less than 0.94.
- c. If a member requests a reconnect at the same location within a 12-month period, they shall be required to pay the monthly service charge for the intervening months. When the service location isn't in use for 12 months or longer the service is subject for removal under the Idle Service Regulation.
- d. All accounts are subject to revaluation at any time, to determine the applicable rate.
- e. Payment is due within 20 days after the bill is prepared.

4. Special Provisions/ Instructions:

- a. Approval of connection may be contingent on the results of an MLEA engineering department capacity analysis.
- b. Rates and service are hereunder subject to the Electric Service Regulations of MLEA as amended from time to time.
- c. Meters that are not accessible to read due to seasonal impacts, will have estimated readings and be billed accordingly.
- d. This rate is not for resale.



~~MOON LAKE ELECTRIC ASSOCIATION, INC.~~

Accepted Utah PSC
Docket No.: 17-030-T01

ELECTRIC SERVICE TARIFF SCHEDULE IS-6

~~Oil and Gas Service~~ OIL AND GAS SERVICE

1. ~~AVAILABILITY~~ Application/Purpose:

- a. ~~Available to Consumers located on or near Association's primary lines of adequate capacity for three-phase service. Service under this schedule is limited to consumers whose total load requirements of all three-phase metering points exceed 2,500 kW of billing demand and are less than 6,000 kW. This rate not for resale.~~
- b. Oil and Gas

2. Parameters:

- a. Total load requirements of all three-phase metering points that exceed 6,000 kW in aggregate up to 15,000 kW.
- b. Available to members located on or near MLEA's primary lines of adequate capacity for three-phase service.

~~2. MONTHLY BILL~~

RATE: Demand Charge	\$22.13	per kW of billing demand
Energy Charge	\$0.03469	per kWh
Facilities Charge		

KVA Transformer	Monthly Facilities-Charge
50-250	\$250 per meter
251-1,000	\$500 per meter
1,001-2,500	\$1,000 per meter
2,501-15,000*	Cost of Service

* Pertains to loads with single delivery point only.

3. Monthly Billing Information:

<u>Charge Type</u>	<u>Rate</u>
<u>kWh Energy Charge</u>	<u>\$.0356 per kWh used</u>
<u>kW Demand Charge</u>	<u>\$22.68 per kW of billing demand</u>
<u>Service Charge</u>	
<u>6,000 - 15,000 KVA Transformer (Loads with single delivery point only)</u>	<u>\$3,900 per meter</u>

- a. Billing demand is the maximum kW demand set based on the member's usage for any period of 15 consecutive minutes during the month for which the bill is rendered, as indicated or recorded.
- b. Member power factor shall remain between 0.95 and 1.0 leading or lagging. Loads with power factors less than 0.94 will be required to correct their power factor to within acceptable values. If a member is unable or unwilling to correct their power factor, MLEA will install appropriate reactive equipment and bill the member for labor and materials to complete the installation. Demand charges will be adjusted for members with an average monthly power factor less than 0.94 by increasing the billing demand .01 for each .01 by which the average power factor is less than 0.94.
- c. If a member requests a reconnect at the same location within a 12-month period, they shall be required to pay the monthly service charge for the intervening months. When the service location isn't in use for 12 months or longer the service is subject for removal under the Idle Service Regulation.
- d. All accounts are subject to revaluation at any time, to determine the applicable rate.
- e. Payment is due within 20 days after the bill is prepared.

4. DETERMINATION OF BILLING DEMAND

- a. ~~The billing demand shall be the maximum kilowatt demand established by the Consumer for any period of 15 consecutive minutes during the month for which the bill is rendered, as indicated or recorded~~

5. POWER FACTOR ADJUSTMENT

- a. ~~Demand charges will be adjusted for Consumers with an average monthly power factor less than 90% lagging. Such adjustments will be made by increasing the billing demand 1% for each 1% by which the average power factor is less than 90% lagging.~~

6. TERMS OF PAYMENT

- a. ~~Payment is due within 20 days after the bill is prepared.~~

7. SPECIAL PROVISIONSSpecial Provisions/Instructions:

- a. Approval of connection may be contingent on the results of an MLEA engineering department capacity analysis.
- b. Rates and sService hereunder subject to Electric Service Regulations of ~~the Association~~MLEA as amended from time to time.
- c. Meters that are not accessible to read due to seasonal impacts, will have estimated readings and be billed accordingly.
- d. This rate is not for resale.



ELECTRIC SERVICE TARIFF SCHEDULE IS-7

OIL AND GAS SERVICE

1. Application/Purpose:

- a. Oil and Gas

2. Parameters:

- a. Total load requirements of all three-phase metering points that exceed 15,000 kW in aggregate.
- b. Available to members located on or near MLEA's primary lines of adequate capacity for three-phase service.

3. Monthly Billing Information:

Charge Type	Rate
kWh Energy Charge	\$0.0349 per kWh used
kW Demand Charge	\$38.85 per kW of billing demand
Service Charge	Cost of Service

- a. Billing demand is the maximum kW demand set based on the member's usage for any period of 15 consecutive minutes during the month for which the bill is rendered, as indicated or recorded.
- b. Member power factor shall remain between 0.95 and 1.0 leading or lagging. Loads with power factors less than 0.94 will be required to correct their power factor to within acceptable values. If a member is unable or unwilling to correct their power factor, MLEA will install appropriate reactive equipment and bill the member for labor and materials to complete the installation. Demand charges will be adjusted for members with an average monthly power factor less than 0.94 by increasing the billing demand .01 for each .01 by which the average power factor is less than 0.94.
- c. If a member requests a reconnect at the same location within a 12-month period, they shall be required to pay the monthly service charge for the intervening months. When the service location isn't in use for 12 months or longer the service is subject for removal under the Idle Service Regulation.
- d. All accounts are subject to revaluation at any time, to determine the applicable rate.
- e. Payment is due within 20 days after the bill is prepared.

4. Special Provisions/ Instructions:

- a. Approval of connection may be contingent on the results of an MLEA engineering department capacity analysis.
- b. This tariff rate shall be applied to members, meeting the demand requirements stated above that:
 - Do not have an effective written agreement (negotiated contract as defined by Deseret Power), for service in compliance with MLEA and Deseret Power obligations
 - Absent the effective written agreement, MLEA has become subject to Deseret Power's Rate Schedule 'C' with respect to member's electrical load supplied by MLEA
- c. Rates and service are hereunder subject to the Electric Service Regulations of MLEA as amended from time to time.
- d. Meters that are not accessible to read due to seasonal impacts, will have estimated readings and be billed accordingly.
- e. This rate is not for resale.



~~MOON LAKE ELECTRIC ASSOCIATION, INC.~~

Accepted Utah PSC
Docket No.: 17-030-T01

ELECTRIC SERVICE TARIFF SCHEDULE IS-7

~~Oil and Gas Service~~ OIL AND GAS SERVICE

1. ~~AVAILABILITY~~ Application/Purpose:

- a. ~~Available to Consumers located on or near Association's primary lines of adequate capacity for three-phase service. Service under this schedule is limited to consumers whose total load requirements of all three-phase metering points exceed 15,000 kW of billing demand. This rate not for resale.~~
- b. ~~This tariff rate shall be applied to Consumers, meeting the demand requirements stated above that:~~
 - i. ~~Do not have an effective written agreement (negotiated contract as defined by Deseret Power), for service in compliance with Association and Deseret Power obligations~~
 - ii. ~~Absent the effective written agreement, Association has become subject to Deseret Power's Rate Schedule 'C' with respect to Consumer's electrical load supplied by Association~~
- c. Oil and Gas

2. Parameters

- a. Total load requirements of all three-phase metering points that exceed 15,000 kW in aggregate.
- b. Available to members located on or near MLEA's primary lines of adequate capacity for three-phase service.

3. ~~MONTHLY BILL~~ Monthly Billing Information:

~~RATE: Demand Charge \$37.18 per kW of billing demand
Energy Charge \$0.03342 per kWh
Facilities Charge Cost of Service~~

<u>Charge Type</u>	<u>Rate</u>
<u>kWh Energy Charge</u>	<u>\$0.0349 per kWh used</u>
<u>kW Demand Charge</u>	<u>\$38.85 per kW of billing demand</u>
<u>Service Charge</u>	<u>Cost of Service</u>

- a. Billing demand is the maximum kW demand set based on the member's usage for any period of 15 consecutive minutes during the month for which the bill is rendered, as indicated or recorded.
- b. Member power factor shall remain between 0.95 and 1.0 leading or lagging. Loads with power factors less than 0.94 will be required to correct their power factor to within acceptable values. If a member is unable or unwilling to correct their power factor, MLEA will install appropriate reactive equipment and bill the member for labor and materials to complete the installation. Demand charges will be adjusted for members with an average

monthly power factor less than 0.94 by increasing the billing demand .01 for each .01 by which the average power factor is less than 0.94.

- c. If a member requests a reconnect at the same location within a 12-month period, they shall be required to pay the monthly service charge for the intervening months. When the service location isn't in use for 12 months or longer the service is subject for removal under the Idle Service Regulation.
- d. All accounts are subject to revaluation at any time, to determine the applicable rate.
- e. Payment is due within 20 days after the bill is prepared.

4. ~~DETERMINATION OF BILLING DEMAND~~

- a. ~~The billing demand shall be the maximum kilowatt demand established by the Consumer for any period of 15 consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor as follows:~~

5. ~~POWER FACTOR ADJUSTMENT~~

- a. ~~Demand charges will be adjusted for Consumers with an average monthly power factor less than 90% lagging. Such adjustments will be made by increasing the billing demand 1% for each 1% by which the average power factor is less than 90% lagging.~~

6. ~~TERMS OF PAYMENT~~

- a. ~~Payment is due within 20 days after the bill is prepared.~~

7. ~~SPECIAL PROVISIONS~~Special Provisions/Instructions:

- a. Approval of connection may be contingent on the results of an MLEA engineering department capacity analysis.
- b. This tariff rate shall be applied to members, meeting the demand requirements stated above that:
 - Do not have an effective written agreement (negotiated contract as defined by Deseret Power), for service in compliance with MLEA and Deseret Power obligations
 - Absent the effective written agreement, MLEA has become subject to Deseret Power's Rate Schedule 'C' with respect to member's electrical load supplied by MLEA
- c. Rates and ~~s~~Service hereunder subject to Electric Service Regulations of ~~the~~ Association MLEA as amended from time to time.
- d. Meters that are not accessible to read due to seasonal impacts, will have estimated readings and be billed accordingly.
- e. This rate is not for resale.



ELECTRIC SERVICE TARIFF SCHEDULE IS-SUBSTATION

INDUSTRIAL SERVICE

1. Application/Purpose:

- a. Industrial
- b. Members who take service directly from MLEA's 4,160-volt, 12,500-volt, or 24,900-volt substation bus and are not served through a negotiated contract.

2. Parameters:

- a. All conductors, pole lines, and other electrical equipment beyond the substation bus on the member's side of meter shall be considered the distribution system of the member, and shall be furnished and maintained by the member.

3. Monthly Billing Information:

Charge Type	Rate
kWh Energy Charge	\$.0345 per kWh used
kW Demand Charge	\$12.54 per kW of billing demand
TOU kW Demand Charge - On Peak	Measured kW Demand (during on peak) times rate of \$12.54 per kW per month
TOU kW Demand Charge - Off Peak	Measured kW Demand (during off peak) times rate of \$5.00 per kW per month
Service Charge	\$4,575 per service per month

- a. Billing demand is the maximum kW demand set based on the member's usage for any period of 15 consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor.
- b. Member power factor shall remain between 0.95 and 1.0 leading or lagging. Loads with power factors less than 0.94 will be required to correct their power factor to within acceptable values. If a member is unable or unwilling to correct their power factor, MLEA will install appropriate reactive equipment and bill the member for labor and materials to complete the installation. Demand charges will be adjusted for members with an average monthly power factor less than 0.94 by increasing the billing demand .01 for each .01 by which the average power factor is less than 0.94.
- c. If a member requests a reconnect at the same location within a 12-month period, they shall be required to pay the monthly service charge for the intervening months. When the service location isn't in use for 12 months or longer the service is subject for removal under the Idle Service Regulation.
- d. All accounts are subject to revaluation at any time, to determine the applicable rate.
- e. Payment is due within 20 days after the bill is prepared.

4. Special Provisions/ Instructions:

- a. Approval of connection may be contingent on the results of an MLEA engineering department capacity analysis.
- b. Rates and service are hereunder subject to the Electric Service Regulations of MLEA as amended from

time to time.

- c. Meters that are not accessible to read due to seasonal impacts, will have estimated readings and be billed accordingly.

5. Time-of-Use Option

- a. Available to all members electing the Time-of-Use option. Members must direct MLEA in writing to apply the Time-of-Use rate to selected accounts.
- a. Time-of-Use elections can be made only once per year and with 30 days notice.
- b. The billing demand shall be the maximum kW demand, which occurred during the On-peak period. The On-peak period shall be determined by MLEA for each month and made known to those consumers electing to use the Time-of-Use Option. The off-peak billing demand shall be the maximum kW demand, which occurred during the off-peak period multiplied by a rate of \$5.00. The on-peak billing demand shall be the maximum kW demand, which occurred during the on-peak period multiplied by a rate of \$12.54.
- c. The member will be responsible to pay a contribution-in-aid payment to MLEA for the cost of the Time-of-Use meter and its installation.



ELECTRICAL SERVICE TARIFF SCHEDULE IS-SUBSTATION2

INDUSTRIAL SERVICE

1. ~~AVAILABILITY~~ Application/Purpose:

- a. ~~Available for Consumers who take service directly from the Association's 4,160-volt, 12,500-volt or 24,900-volt substation bus. Subject to the established rules and regulations of the Association.~~
- b. Industrial
- c. Members who take service directly from MLEA's 4,160-volt, 12,500-volt, or 24,900-volt substation bus and are not served through a negotiated contract.

2. ~~CONDITIONS FOR SERVICE~~ Parameters:

- a. All conductors, pole lines, and other electrical equipment beyond the substation bus on ~~member's Consumer~~ side of meter shall be considered the distribution system of the ~~member Consumer~~, and shall be furnished and maintained by the ~~member Consumer~~.

3. ~~MONTHLY BILL~~ Monthly Billing Information

<u>In</u>	RATE: Customer Services	\$2,950.00	per service per month
	Demand Charge	\$12.00	per kW of billing demand
	Energy Charge	\$0.03300	per kWh

<u>Charge Type</u>	<u>Rate</u>
<u>kWh Energy Charge</u>	<u>\$.0345 per kWh used</u>
<u>kW Demand Charge</u>	<u>\$12.54 per kW of billing demand</u>
<u>TOU kW Demand Charge - On Peak</u>	<u>Measured kW Demand (during on peak) times rate of \$12.54 per kW per month</u>
<u>TOU kW Demand Charge - Off Peak</u>	<u>Measured kW Demand (during off peak) times rate of \$5.00 per kW per month</u>
<u>Service Charge</u>	<u>\$4,575 per service per month</u>

- a. Billing demand is the maximum kW demand set based on the member's usage for any period of 15 consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor.
- b. Member power factor shall remain between 0.95 and 1.0 leading or lagging. Loads with power factors less than 0.94 will be required to correct their power factor to within acceptable values. If a member is unable or unwilling to correct their power factor, MLEA will install appropriate reactive equipment and bill the member for labor and materials to complete the installation. Demand charges will be adjusted for members with an average monthly power factor less than 0.94 by increasing the billing demand .01 for each .01 by which the average power factor is less than 0.94.
- c. If a member requests a reconnect at the same location within a 12-month period, they shall be required to pay the monthly service charge for the intervening months. When the service location isn't in use for 12 months or longer the service is subject for removal under the Idle

Service Regulation.

- d. All accounts are subject to revaluation at any time, to determine the applicable rate.
 - e. Payment is due within 20 days after the bill is prepared.
4. ~~DETERMINATION OF BILLING DEMAND WITHOUT TIME-OF-USE OPTION~~
- a. ~~The billing demand shall be the maximum kilowatt demand at each metering point established by the Consumer for any period of fifteen (15) consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor as follows:~~
5. ~~POWER FACTOR ADJUSTMENT~~
- a. ~~Demand charges will be adjusted for Consumers with an average monthly power factor less than 90% lagging. Such adjustments will be made by increasing the billing demand 1% for each 1% by which the average power factor is less than 90% lagging.~~
6. ~~MINIMUM MONTHLY CHARGE~~
- a. ~~Monthly customer service charge as seen above.~~
7. ~~TERMS OF PAYMENT~~
- a. ~~Payment is due within twenty (20) days after the bill is prepared.~~
8. ~~SPECIAL PROVISIONS~~Special Provisions/Instructions:
- a. Approval of connection may be contingent on the results of an MLEA engineering department capacity analysis.
 - b. Rates and ~~s~~Services hereunder subject to Electric Service Regulations of MLEA~~the Association~~ as amended from time to time.
 - c. Meters that are not accessible to read due to seasonal impacts, will have estimated readings and be billed accordingly.

~~ELECTRIC SERVICE WITH TIME-OF-USE OPTION~~

9. ~~AVAILABILITY~~Time-of-Use Option
- a. Available to all ~~members~~Consumers electing the Time-of-Use ~~o~~Option. ~~Members~~Consumer must direct ~~MLEA Association~~ in writing to apply the Time-of-Use rate to selected accounts.
 - b. Time-of-Use elections can be made only once per year and with 30 days notice.
 - c. The billing demand shall be the maximum kW demand which occurred during the On-peak period. The On-peak period shall be determined by MLEA for each month and made known to those consumers electing to use the Time-of-Use Option. The off-peak billing demand shall be the maximum kW demand, which occurred during the off-peak period multiplied by a rate of \$5.00. The on-peak billing demand shall be the maximum kW demand, which occurred during the on-peak period multiplied by a rate of \$12.54
 - d. The member will be responsible to pay a contribution-in-aid payment to MLEA for the cost of the Time-of-Use meter and its installation.
 - e.

10. DETERMINATION OF THE BILLING DEMAND

- a. ~~The billing demand shall be the maximum kilowatt demand which occurred during the On-peak period. The On-peak period shall be determined by Moon Lake for each month and made known to those consumers electing to use the Time-of-Use Option. The off-peak billing demand shall be the maximum kilowatt demand which occurred during the off-peak period multiplied by a rate of \$2.00.~~
- b. ~~The consumer will be responsible to pay a contribution-in-aid payment to Moon Lake for the cost of the Time-of-Use meter and its installation.~~



ELECTRIC SERVICE TARIFF SCHEDULE LP

LARGE POWER SERVICE

1. Application/Purpose:

- a. Large Power
- b. Commercial or Industrial
 - Load requirements are equal to or exceed 50 kW.

2. Parameters:

- a. 3 Phase at available secondary voltage
- b. Available to members located on or near MLEA’s three-phase lines of adequate capacity for all types of usage.
- c. Motors having a rated capacity in excess of 7.4 kW (ie 10 HP) should be three-phase.
- d. All wiring, pole lines, and other electrical equipment beyond the metering point, shall be considered the distribution system of the member, and shall be furnished and maintained by the member.

3. Monthly Billing Information:

Charge Type	Rate
kWh Energy Charge	\$0.0412 per kWh used
kW Demand Charge	\$12.54 per kW of billing demand
TOU kW Demand Charge - On Peak	Measured kW Demand (during on peak) times rate of \$12.54 per kW per month
TOU kW Demand Charge - Off Peak	Measured kW Demand (during off peak) times rate of \$3.00 per kW per month
Service Charge	\$92.00 per service per month

- a. The billing demand shall be the maximum kW demand established by the member for any period of 15 consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor.
- b. Member power factor shall remain between 0.95 and 1.0 leading or lagging. Loads with power factors less than 0.94 will be required to correct their power factor to within acceptable values. If a member is unable or unwilling to correct their power factor, MLEA will install appropriate reactive equipment and bill the member for labor and materials to complete the installation. Demand charges will be adjusted for members with an average monthly power factor less than 0.94 by increasing the billing demand .01 for each .01 by which the average power factor is less than 0.94.
- c. If a member requests a reconnect at the same location within a 12-month period, they shall be required to pay the monthly service charge for the intervening months. When the service location isn’t in use for 12 months or longer the service is subject for removal under the Idle Service Regulation.
- d. All accounts are subject to revaluation at any time, to determine the applicable rate.
- e. Payment is due within 20 days after the bill is prepared.

4. Special Provisions/ Instructions:

- a. Approval of connection may be contingent on the results of an MLEA engineering department capacity

analysis.

- b. Rates and service are hereunder subject to the Electric Service Regulations of MLEA as amended from time to time.
- c. Meters that are not accessible to read due to seasonal impacts, will have estimated readings and be billed accordingly.
- d. This rate is not for resale.

5. Time-of-Use Option

- a. Available to all members electing the Time-of-Use Option. Members must direct MLEA in writing to apply the Time-of-Use rate to selected accounts.
- b. Time-of-Use elections can be made only once per year and with 30 days notice.
- c. The peak billing demand shall be the maximum kW demand which occurred during the on-peak period. The on-peak period shall be determined by MLEA for each month and made known to those members electing to use the Time-of-Use option. The off-peak billing demand shall be the maximum kW demand which occurred during the off-peak period multiplied by a rate of \$3.00. The on-peak billing demand shall be the maximum kW demand, which occurred during the on-peak period multiplied by a rate of \$12.54.
- d. The member will be responsible to pay a contribution-in-aid payment to MLEA for the cost of the Time-of-Use meter and its installation.



ELECTRIC SERVICE TARIFF SCHEDULE LP

LARGE POWER SERVICE

1. ~~AVAILABILITY~~Application/Purpose:

- a. ~~Available to Consumers located on or near Association's three-phase lines of adequate capacity for all types of usage, subject to the established rules and regulations of Association. Service under this schedule is limited to consumers whose load requirements are equal to or exceed 50 kVa of transformer capacity. This rate is not for resale.~~
- b. Large Power
- c. Commercial or Industrial
 - Load requirements are equal to or exceed 50 kW

2. ~~CONDITIONS FOR SERVICE~~Parameters:

- a. ~~Motors having a rated capacity in excess of ten (10) horsepower should be three-phase~~
- b. 3 Phase at available secondary voltage
- c. Available to members located on or near MLEA's three-phase lines of adequate capacity for all types of usage.
- d. Motors having a rated capacity in excess of 7.4 kW (ie 10 HP) should be three-phase.-
- e. All wiring, pole lines, and other electrical equipment beyond the metering point, shall be considered the distribution system of the memberConsumer, and shall be furnished and maintained by the memberConsumer.

3. ~~MONTHLY BILL:~~

RATE: Customer Services	\$59.00	per service per month
Demand Charge	\$12.00	per kW of billing demand
Demand Charge Limit	\$.07	per kWh
Energy Charge	\$ 0.03940	per kWh-

3. Monthly Billing Information:

<u>Charge Type</u>	<u>Rate</u>
<u>kWh Energy Charge</u>	<u>\$0.0412 per kWh used</u>
<u>kW Demand Charge</u>	<u>\$12.54 per kW of billing demand</u>
<u>TOU kW Demand Charge - On Peak</u>	<u>Measured kW Demand (during on peak) times rate of \$12.54 per kW per month</u>
<u>TOU kW Demand Charge - Off Peak</u>	<u>Measured kW Demand (during off peak) times rate of \$3.00 per kW per month</u>
<u>Service Charge</u>	<u>\$92.00 per service per month</u>

- a. The billing demand shall be the maximum kW demand established by the member for any period of 15 consecutive minutes during the month for which the bill is rendered, as indicated

- or recorded by a demand meter and adjusted for power factor.
- b. Member power factor shall remain between 0.95 and 1.0 leading or lagging. Loads with power factors less than 0.94 will be required to correct their power factor to within acceptable values. If a member is unable or unwilling to correct their power factor, MLEA will install appropriate reactive equipment and bill the member for labor and materials to complete the installation. Demand charges will be adjusted for members with an average monthly power factor less than 0.94 by increasing the billing demand .01 for each .01 by which the average power factor is less than 0.94.
 - c. If a member requests a reconnect at the same location within a 12-month period, they shall be required to pay the monthly service charge for the intervening months. When the service location isn't in use for 12 months or longer the service is subject for removal under the Idle Service Regulation.
 - d. All accounts are subject to revaluation to determine the applicable rate.
 - e. Payment is due within 20 days after the bill is prepared.
- 5. ~~DETERMINATION OF BILLING DEMAND WITHOUT TIME OF USE OPTION~~**
- a. ~~The billing demand shall be the maximum kilowatt demand established by the Consumer for any period of fifteen (15) consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor as follows:~~
- 6. ~~POWER FACTOR ADJUSTMENT~~**
- a. ~~Demand charges will be adjusted for Consumers with an average monthly power factor less than 90% lagging. Such adjustments will be made by increasing the billing demand 1% for each 1% by which the average power factor is less than 90% lagging.~~
- 7. ~~MINIMUM MONTHLY CHARGE~~**
- a. ~~\$70.00 plus any increase required under the Line Extension Policy. See Idle Service Regulations for reconnect fee.~~
- 8. ~~TEMPORARY DISCONTINUANCE OF SERVICE~~**
- a. ~~A Consumer requesting reconnection at the same location shall be required to pay the minimum monthly charge for the intervening months. Non use of service for 12 months may make the premises subject to removal under the Idle Service Regulation.~~
- 9. ~~TERMS OF PAYMENT~~**
- a. ~~Payment is due within twenty (20) days after the bill is prepared.~~
- 10. ~~SPECIAL PROVISIONS~~Special Provisions/Instructions:**
- a. Approval of connection may be contingent on the results of an MLEA engineering department capacity analysis.
 - b. Rates and sService hereunder subject to Electric Service Regulations of ~~the~~ Association MLEA as amended from time to time.
 - c. Meters that are not accessible to read due to seasonal impacts, will have estimated readings and be billed accordingly.
 - d. This rate is not for resale.

11. Time-of-Use Option

1. Available to all members electing the Time-of-Use Option. Members must direct MLEA in writing to apply the Time-of-Use rate to selected accounts.
2. Time-of-Use elections can be made only once per year and with 30 days notice.
3. The peak billing demand shall be the maximum kW demand which occurred during the on-peak period. The on-peak period shall be determined by MLEA for each month and made known to those members electing to use the Time-of-Use option. The off-peak billing demand shall be the maximum kW demand which occurred during the off-peak period multiplied by a rate of \$3.00. The on-peak billing demand shall be the maximum kW demand, which occurred during the on-peak period multiplied by a rate of \$12.54.
4. The member will be responsible to pay a contribution-in-aid payment to MLEA for the cost of the Time-of-Use meter and its installation.

ELECTRIC SERVICE WITH TIME-OF-USE OPTION

12. ~~AVAILABILITY~~Time-of-Use Option

- a. Available to all members electing the Time-of-Use Option. Members must direct MLEA in writing to apply the Time-of-Use rate to selected accounts.
- b. Time-of-Use elections can be made only once per year and with 30 days notice.
- c. The peak billing demand shall be the maximum kW demand which occurred during the on-peak period. The on-peak period shall be determined by MLEA for each month and made known to those members electing to use the Time-of-Use option. The off-peak billing demand shall be the maximum kW demand which occurred during the off-peak period multiplied by a rate of \$5.00. The on-peak billing demand shall be the maximum kW demand, which occurred during the on-peak period multiplied by a rate of \$12.54.
- d. The member will be responsible to pay a contribution-in-aid payment to MLEA for the cost of the Time-of-Use meter and its installation.
- e. ~~Available to all Consumers electing the Time-of Use Option. Consumer must direct Association in writing to apply the Time-of Use rate to selected accounts.~~
- f.
- g. **DETERMINATION OF THE BILLING DEMAND**
- h. ~~The peak billing demand shall be the maximum kilowatt demand which occurred during the on peak period. The on-peak period shall be determined by Moon Lake for each month and made known to those consumers electing to use the Time-of Use option. The off peak billing demand shall be the maximum kilowatt demand which occurred during the off peak period multiplied by a rate of \$2.00.~~
- i. ~~The consumer will be responsible to pay a contribution in-aid payment to Moon Lake for the cost of the Time-of Use meter and its installation.~~



ELECTRIC SERVICE TARIFF SCHEDULE LPI

LARGE POWER INDUSTRIAL SERVICE

1. Application/Purpose:

- a. Industrial

2. Parameters:

- a. Three-phase alternating current service at 480 volts or higher
- b. Load requirements of all three-phase metering points that exceed 2,500 kW in aggregate.

3. Monthly Billing Information:

Charge Type	Rate
kWh Energy Charge	\$.0349 per kWh used
kW Demand Charge	\$38.85 per kW per month
Service Charge	Cost of Service

- a. Member power factor shall remain between 0.95 and 1.0 leading or lagging. Loads with power factors less than 0.94 will be required to correct their power factor to within acceptable values. If a member is unable or unwilling to correct their power factor, MLEA will install appropriate reactive equipment and bill the member for labor and materials to complete the installation. Demand charges will be adjusted for members with an average monthly power factor less than 0.94 by increasing the billing demand .01 for each .01 by which the average power factor is less than 0.94.
- b. The Measured Demand in the Billing Demand calculation shall be the maximum kW demand established by the member during any 15 consecutive minutes interval of the Billing Period, as indicated or recorded by demand meter(s) and adjusted for power factor as applicable.
- c. If a member requests a reconnect at the same location within a 12-month period, they shall be required to pay the monthly service charge for the intervening months. When the service location isn't in use for 12 months or longer the service is subject for removal under the Idle Service Regulation.
- d. All accounts are subject to revaluation at any time, to determine the applicable rate.
- e. Payment is due within 20 days after the bill is prepared.

4. Special Provisions/ Instructions:

- a. Approval of connection may be contingent on the results of an MLEA engineering department capacity analysis.
- b. Rates and service are hereunder subject to the Electric Service Regulations of MLEA as amended from time to time.
- c. Meters that are not accessible to read due to seasonal impacts, will have estimated readings and be billed accordingly.
- d. Contribution-in-aid required for facilities to connect members to MLEA facilities of adequate voltage and capacity. Rate shall apply during project construction period.
- e. This tariff rate shall be applied to members, meeting the demand requirements stated above that:
 - Do not have an effective written agreement (negotiated contract as defined by Deseret Power), for service in compliance with MLEA and Deseret Power obligations.

- Absent the effective written agreement, MLEA has become subject to Deseret Power's Rate Schedule 'C' with respect to member's electrical load supplied by MLEA.
- f. Member shall provide Performance Insurance at least 15 days prior to receiving service in the form of cash or other security in form and subject to terms and conditions that are acceptable to MLEA. The Performance Insurance shall cover anticipated energy and demand charges for 45 days of electricity use. Performance insurance shall be maintained at all times as a condition of service.
- g. This rate is not for resale.



ELECTRIC SERVICE TARIFF SCHEDULE IS-3LPI

LARGE POWER INDUSTRIAL SERVICE

1. ~~AVAILABILITY~~ Application/Purpose:

- a. ~~At facilities of adequate capacity; Three-phase alternating current service at 480 volts or higher; For Consumers with one (1) metering point with loads in excess of 2,500 kW or an aggregation of multiple meters with a non-coincidental sum of demands in excess of 2,900 kW. Contribution in aid required for facilities to connect Consumers to Association facilities of adequate voltage and capacity. Rate shall apply during project construction period. Power purchased under this rate schedule is not for resale.~~
- b. ~~This tariff rate shall be applied to Consumers, meeting the demand requirements stated above that:~~
 - i. ~~do not have an effective written agreement (negotiated contract as defined by Deseret Power), for service in compliance with Association and Deseret Power obligations and~~
 - ii. ~~absent the effective written agreement, Association has become subject to Deseret Power's Rate Schedule 'C' with respect to Consumer's electrical load supplied by Association.~~
- c. Industrial

2. Parameters:

- a. Three-phase alternating current service at 480 volts or higher
- b. Load requirements of all three-phase metering points that exceed 2,500 kW in aggregate.

3. ~~MONTHLY BILL:~~ Monthly Billing Information:

~~RATE: Demand Rate: \$37.18 per kW-month
 Energy Rate: \$0.03342 per kWh
 Facilities Charge: Cost of Service.~~

<u>Charge Type</u>	<u>Rate</u>
<u>kWh Energy Charge</u>	<u>\$.0349 per kWh used</u>
<u>kW Demand Charge</u>	<u>\$38.85 per kW per month</u>
<u>Service Charge</u>	<u>Cost of Service</u>

- a. Member power factor shall remain between 0.95 and 1.0 leading or lagging. Loads with power factors less than 0.94 will be required to correct their power factor to within acceptable values. If a member is unable or unwilling to correct their power factor, MLEA will install appropriate reactive equipment and bill the member for labor and materials to complete the installation. Demand charges will be adjusted for members with an average monthly power factor less than 0.94 by increasing the billing demand .01 for each .01 by which the average power factor is less than 0.94

- b. The Measured Demand in the Billing Demand calculation shall be the maximum kW demand established by the member during any 15 consecutive minutes interval of the Billing Period, as indicated or recorded by demand meter(s) and adjusted for power factor as applicable.
- c. If a member requests a reconnect at the same location within a 12-month period, they shall be required to pay the monthly service charge for the intervening months. When the service location isn't in use for 12 months or longer the service is subject for removal under the Idle Service Regulation.
- d. All accounts are subject to revaluation at any time, to determine the applicable rate.
- e. Payment is due within 20 days after the bill is prepared.

4. **PERFORMANCE**

- a. ~~Member shall provide Performance Insurance at least 15 days prior to receiving service in the form of (i) Cash, (ii) a Letter of Credit, (iii) or other security in form and subject to terms and conditions that are acceptable to Moon Lake Electric Association, Inc. The Performance Insurance shall cover anticipated energy and demand charges for 45 days of electricity use. Performance insurance shall be maintained at all times as a condition of service.~~

5. **DEFINITION OF FACTORS IN RATES**

- a. ~~Measured Demand~~
 - i. ~~15 minute average integrated demand, in kW, as Measured at Consumer's delivery voltage. Measured Demand will be coincided if the Consumer has Multiple meter/delivery points.~~
- b. ~~Measured Energy~~
 - i. ~~Energy, in kWh, measured at Consumer's delivery Voltage.~~
- c. ~~Loss Factor~~
 - i. ~~Shall equal 1.07 or as negotiated between Consumer and Association. Shall be applied to Measured Demand and Energy to determine delivered quantities at wholesale delivery bus for retail billing purposes.~~
- d. ~~Service Charge~~
 - i. ~~Shall be based on the annual Cost of Service Study as applied to Contract Customers.~~
- e. ~~Billing Demand~~
 - i. ~~Measured Demand multiplied by Loss Factor.~~

- f. ~~Billing Energy~~
 - i. ~~Measured Energy multiplied by Loss Factor.~~
- g. ~~Billing Period~~
 - i. ~~Approximately each calendar month.~~

6. ~~POWER FACTOR ADJUSTMENT~~

- a. ~~Demand Charge will be adjusted if Consumer's average power factor is lower than 95%. Such adjustment will be made by increasing the Measured Demand 1% for each 1% by which the average power factor is less than 95% lagging or leading.~~

7. ~~DETERMINATION OF BILLING DEMAND WITHOUT TIME-OF-USE OPTION~~

- a. ~~The Measured Demand in the Billing Demand calculation shall be the maximum kilowatt demand established by the Consumer during any fifteen (15) consecutive minutes interval of the Billing Period, as indicated or recorded by demand meter(s) and adjusted for power factor as applicable.~~

8. ~~TERMS OF PAYMENT~~

- a. ~~Due and payable three (3) days from the date of the monthly bill.~~

9. ~~SPECIAL PROVISIONS~~ Special Provisions/Instructions:

- a. Approval of connection may be contingent on the results of an MLEA engineering department capacity analysis.
- b. Rates~~Rules~~ and sService ~~are~~ hereunder subject to Electric Service Regulations of ~~the Association~~MLEA as amended from time to time.
- c. Meters that are not accessible to read due to seasonal impacts, will have estimated readings and be billed accordingly.
- d. Contribution-in-aid required for facilities to connect members to MLEA facilities of adequate voltage and capacity. Rate shall apply during project construction period.
- e. This tariff rate shall be applied to members, meeting the demand requirements stated above that:
 - Do not have an effective written agreement (negotiated contract as defined by Deseret Power), for service in compliance with MLEA and Deseret Power obligations.
 - Absent the effective written agreement, MLEA has become subject to Deseret Power's Rate Schedule 'C' with respect to member's electrical load supplied by MLEA.
- f. Member shall provide Performance Insurance at least 15 days prior to receiving service in the form of cash or other security in form and subject to terms and conditions that are acceptable to MLEA. The Performance Insurance shall cover anticipated energy and demand charges for 45 days of electricity use. Performance insurance shall be maintained at all times as a condition of service.
- g. This rate is not for resale.



ELECTRIC SERVICE TARIFF SCHEDULE LPP

LARGE POWER PRIMARY SERVICE

1. Application/Purpose:

- a. Large Power near Primary Lines

2. Parameters:

- a. Available to members located on or near MLEA's primary lines of adequate capacity for single-phase or three-phase service at 7.2/12.47 KV or 14.4/24.9 KV to members who furnish and maintain their own transformers.
- b. Load requirements are equal to or exceed 50 kW.
- c. All wiring, pole lines, and other electrical equipment beyond the metering point, shall be considered the distribution system of the member, and shall be furnished and maintained by the member.
- d. Services under this rate shall be metered on the primary side of the member-owned transformer.

3. Monthly Billing Information:

Charge Type	Rate
kWh Energy Charge	\$0.0397 per kWh used
kW Demand Charge	\$13.59 per kW of billing demand
TOU kW Demand Charge - On Peak	Measured kW Demand (during on peak) times rate of \$13.59 per kW per month
TOU kW Demand Charge - Off Peak	Measured kW Demand (during off peak) times rate of \$5.00 per kW per month
Service Charge	\$230.00 per service per month

- a. The billing demand shall be the maximum kW demand established by the member for any period of 15 consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor.
- b. Member power factor shall remain between 0.95 and 1.0 leading or lagging. Loads with power factors less than 0.94 will be required to correct their power factor to within acceptable values. If a member is unable or unwilling to correct their power factor, MLEA will install appropriate reactive equipment and bill the member for labor and materials to complete the installation. Demand charges will be adjusted for members with an average monthly power factor less than 0.94 by increasing the billing demand .01 for each .01 by which the average power factor is less than 0.94.
- c. Minimum monthly charge is \$3,924.00 plus any increase required under the Line Extension Policy
- d. Motors having a rated capacity in excess of 7.4 kW (ie 10 HP) need to be three-phase.
- e. If a member requests a reconnect at the same location within a 12-month period, they shall be required to pay the monthly service charge for the intervening months. When the service location isn't in use for 12 months or longer the service is subject for removal under the Idle Service Regulation.
- f. All accounts are subject to revaluation at any time, to determine the applicable rate.
- g. Payment is due within 20 days after the bill is prepared.

4. Special Provisions/ Instructions:

- a. Approval of connection may be contingent on the results of an MLEA engineering department capacity analysis.
- b. Rates and service are hereunder subject to the Electric Service Regulations of MLEA as amended from time to time.
- c. Meters that are not accessible to read due to seasonal impacts, will have estimated readings and be billed accordingly.
- d. This rate is not for resale.

5. Time-of-Use Option

- a. Available to all members electing the Time-of-Use Option. Members must direct MLEA in writing to apply the Time-of-Use rate to selected accounts.
- b. Time-of-Use elections can be made only once per year and with 30 days notice.
- c. The peak billing demand shall be the maximum kW demand, which occurred during the on-peak period. The on-peak period shall be determined by MLEA for each month and made known to those members electing to use the Time-of-Use option. The off-peak billing demand shall be the maximum kW demand, which occurred during the off-peak period multiplied by a rate of \$5.00. The on-peak billing demand shall be the maximum kW demand, which occurred during the on-peak period multiplied by a rate of \$13.59.
- d. The member will be responsible to pay a contribution-in-aid payment to MLEA for the cost of the Time-of-Use meter and its installation.



ELECTRIC SERVICE TARIFF SCHEDULE LPP

LARGE POWER PRIMARY SERVICE

1. ~~AVAILABILITY~~ Application/Purpose:

- a. ~~Available to Consumers located on or near Association's primary lines of adequate capacity for single phase or three phase service at 7.2/12.47 KV or 14.4/24.9 KV to Consumers who furnish and maintain their own transformers, subject to the established rules and regulations of Association. Service under this schedule is limited to consumers whose load requirements exceed 50 kVa of transformer capacity. This rate is not for resale.~~
- b. Large Power near Primary Lines

2. ~~CONDITIONS FOR SERVICE~~ Parameters:

- a. ~~Motors having a rated capacity in excess of ten horsepower (10 H.P.) should be three-phase.~~
- b. ~~All conductors, pole lines, and other electrical equipment beyond the metering point, shall be considered the distribution system of the Consumer, and shall be furnished and maintained by the Consumer.~~
- c. Available to members located on or near MLEA's primary lines of adequate capacity for single-phase or three-phase service at 7.2/12.47 KV or 14.4/24.9 KV to members who furnish and maintain their own transformers.
- d. Load requirements are equal to or exceed 50 kW.
- e. All wiring, pole lines, and other electrical equipment beyond the metering point, shall be considered the distribution system of the member, and shall be furnished and maintained by the member.
- f. Services under this rate shall be metered on the primary side of the member-owned transformer.

3. ~~MONTHLY BILL~~

RATE: Customer Services	\$148.00	per service per month
Demand Charge	\$13.00	per kW of billing demand
Energy Charge	\$0.03800	per kWh

3. Monthly Billing Information:

<u>Charge Type</u>	<u>Rate</u>
<u>kWh Energy Charge</u>	<u>\$0.0397 per kWh used</u>
<u>kW Demand Charge</u>	<u>\$13.59 per kW of billing demand</u>
<u>TOU kW Demand Charge - On Peak</u>	<u>Measured kW Demand (during on peak) times rate of \$13.59 per kW per month</u>

<u>TOU kW Demand Charge - Off Peak</u>	<u>Measured kW Demand (during off peak) times rate of \$5.00 per kW per month</u>
<u>Service Charge</u>	<u>\$230.00 per service per month</u>

- a. The billing demand shall be the maximum kW demand established by the member for any period of 15 consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor.
- b. Member power factor shall remain between 0.95 and 1.0 leading or lagging. Loads with power factors less than 0.94 will be required to correct their power factor to within acceptable values. If a member is unable or unwilling to correct their power factor, MLEA will install appropriate reactive equipment and bill the member for labor and materials to complete the installation. Demand charges will be adjusted for members with an average monthly power factor less than 0.94 by increasing the billing demand .01 for each .01 by which the average power factor is less than 0.94.
- c. Minimum monthly charge is \$3,924.00 plus any increase required under the Line Extension Policy
- d. Motors having a rated capacity in excess of 7.4 kW (ie 10 HP) need to be three-phase.
- e. If a member requests a reconnect at the same location within a 12-month period, they shall be required to pay the monthly service charge for the intervening months. When the service location isn't in use for 12 months or longer the service is subject for removal under the Idle Service Regulation.
- f. All accounts are subject to revaluation at any time, to determine the applicable rate.
- g. Payment is due within 20 days after the bill is prepared.

4. ~~DETERMINATION OF BILLING DEMAND WITHOUT TIME OF USE OPTION~~

- a. ~~The billing demand shall be the maximum kilowatt demand established by the Consumer for any period of fifteen (15) consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor as follows:~~

5. ~~POWER FACTOR ADJUSTMENT~~

- a. ~~Demand charges will be adjusted for Consumers with an average monthly power factor less than 90% lagging. Such adjustments will be made by incieasing the billing demand 1% for each 1% by which the average power factor is less than 90% lagging.~~

6. ~~MINIMUM MONTHLY CHARGE~~

- a. ~~\$2,526.00 plus any increase required under the Line Extension Policy.~~

7. ~~TERMS OF PAYMENT~~

- a. ~~Payment is due within twenty (20) days after the bill is prepared.~~

8. ~~SPECIAL PROVISIONS~~ Special Provisions/Instructions:

- a. Approval of connection may be contingent on the results of an MLEA engineering department capacity analysis.
- b. Rates and ~~S~~service hereunder subject to Electric Service Regulations of MLEA~~the Association~~ as amended from time to time.

- c. Meters that are not accessible to read due to seasonal impacts, will have estimated readings and be billed accordingly.
- d. This rate is not for resale.

9. Time-of-Use Option

- a. Available to all members electing the Time-of-Use Option. Members must direct MLEA in writing to apply the Time-of-Use rate to selected accounts.
- b. Time-of-Use elections can be made only once per year and with 30 days notice.
- c. The peak billing demand shall be the maximum kW demand, which occurred during the on-peak period. The on-peak period shall be determined by MLEA for each month and made known to those members electing to use the Time-of-Use option. The off-peak billing demand shall be the maximum kW demand, which occurred during the off-peak period multiplied by a rate of \$5.00. The on-peak billing demand shall be the maximum kW demand, which occurred during the on-peak period multiplied by a rate of \$13.59.
- d. The member will be responsible to pay a contribution-in-aid payment to MLEA for the cost of the Time-of-Use meter and its installation.
- e.

ELECTRIC SERVICE WITH TIME-OF-USE OPTION

10. AVAILABILITY

- a. ~~Available to all Consumers electing the Time-of-Use Option. Consumer must direct Association in writing to apply the Time-of-Use rate to selected accounts.~~

11. DETERMINATION OF THE BILLING DEMAND

- a. ~~The billing demand shall be the maximum kilowatt demand which occurred during the On-peak period. The On-peak period shall be determined by Moon Lake for each month and made known to those consumers electing to use the Time-of-Use Option. The off-peak billing demand shall be the maximum kilowatt demand which occurred during the off-peak period multiplied by a rate of \$2.00.~~
- b. ~~The consumer will be responsible to pay a contribution-in-aid payment to Moon Lake for the cost of the Time-of-Use meter and its installation.~~

12. Time-of-Use Option

- a. Available to all members electing the Time-of-Use Option. Members must direct MLEA in writing to apply the Time-of-Use rate to selected accounts.
- b. Time-of-Use elections can be made only once per year and with 30 days notice.
- c. The peak billing demand shall be the maximum kW demand, which occurred during the on-peak period. The on-peak period shall be determined by MLEA for each month and made known to those members electing to use the Time-of-Use option. The off-peak billing demand shall be the maximum kW demand, which occurred during the off-peak period multiplied by a rate of \$5.00. The on-peak billing demand shall be the maximum kW demand, which occurred during the on-peak period multiplied by a rate of \$13.59.
- d. The member will be responsible to pay a contribution-in-aid payment to MLEA for the cost of the Time-of-Use meter and its installation.



ELECTRIC SERVICE TARIFF SCHEDULE LPS

LARGE POWER SECONDARY SERVICE

1. Application/Purpose:

- a. Large Power near Primary Lines

2. Parameters:

- a. Available to members located on or near MLEA’s primary lines of adequate capacity for single-phase or three-phase service at 7.2/12.47 KV or 14.4/24.9 KV to members who furnish and maintain their own transformers.
- b. Load requirements that are equal to or exceed 50 kW.
- c. All wiring, pole lines, and other electrical equipment beyond the metering point, shall be considered the distribution system of the member, and shall be furnished and maintained by the member.
- d. Services under this rate shall be metered on the secondary side of the member-owned transformer and 2% added to the usage for billing purposes to account for transformer losses.

3. Monthly Billing Information:

Charge Type	Rate
kWh Energy Charge	\$0.0449 per kWh used
kW Demand Charge	\$13.59 per kW of billing demand
TOU kW Demand Charge - On Peak	Measured kW Demand (during on peak) times rate of \$13.59 per kW per month
TOU kW Demand Charge - Off Peak	Measured kW Demand (during off peak) times rate of \$5.00 per kW per month
Service Charge	\$92.00 per service per month

- a. The billing demand shall be the maximum kW demand established by the member for any period of 15 consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor.
- b. Member power factor shall remain between 0.95 and 1.0 leading or lagging. Loads with power factors less than 0.94 will be required to correct their power factor to within acceptable values. If a member is unable or unwilling to correct their power factor, MLEA will install appropriate reactive equipment and bill the member for labor and materials to complete the installation. Demand charges will be adjusted for members with an average monthly power factor less than 0.94 by increasing the billing demand .01 for each .01 by which the average power factor is less than 0.94.
- c. Motors having a rated capacity in excess of 7.4 kW (ie 10 HP) need to be three-phase.
- d. If a member requests a reconnect at the same location within a 12-month period, they shall be required to pay the monthly service charge for the intervening months. When the service location isn’t in use for 12 months or longer the service is subject for removal under the Idle Service Regulation.
- e. All accounts are subject to revaluation at any time, to determine the applicable rate.
- f. Payment is due within 20 days after the bill is prepared.

4. Special Provisions/ Instructions:

- a. Approval of connection may be contingent on the results of an MLEA engineering department capacity analysis.
- b. Rates and service are hereunder subject to the Electric Service Regulations of MLEA as amended from time to time.
- c. Meters that are not accessible to read due to seasonal impacts, will have estimated readings and be billed accordingly.
- d. This rate is not for resale.

5. Time-of-Use Option

- a. Available to all members electing the Time-of-Use Option. Members must direct MLEA in writing to apply the Time-of-Use rate to selected accounts.
- b. Time-of-Use elections can be made only once per year and with 30 days notice.
- c. The peak billing demand shall be the maximum kW demand which occurred during the on-peak period. The on-peak period shall be determined by MLEA for each month and made known to those members electing to use the Time-of-Use option. The off-peak billing demand shall be the maximum kW demand, which occurred during the off-peak period multiplied by a rate of \$5.00. The on-peak billing demand shall be the maximum kW demand, which occurred during the on-peak period multiplied by a rate of \$13.59.
- d. The member will be responsible to pay a contribution-in-aid payment to MLEA for the cost of the Time-of-Use meter and its installation.



ELECTRIC SERVICE TARIFF SCHEDULE LPS

LARGE POWER SECONDARY SERVICE

1. ~~AVAILABILITY~~Application/Purpose:

- a. ~~Available to Consumers located on or near Association's primary lines of adequate capacity for single phase or three phase service at 7.2/12.47 KV or 14.4/24.9 KV to Consumers who furnish and maintain their own transformers, subject to the established rules and regulations of Association. Service under this schedule is limited to consumers whose load requirements exceed 50 kVa of transformer capacity. This rate is not for resale.~~
- b. Large Power near Primary Lines

2. CONDITIONS FOR SERVICEParameters:

- a. ~~Motors having a rated capacity in excess of ten horsepower (10 H.P.) should be three phase.~~
- b. ~~All conductors, pole lines, and other electrical equipment beyond the metering point, shall be considered the distribution system of the Consumer, and shall be furnished and maintained by the Consumer.~~
- c. Available to members located on or near MLEA's primary lines of adequate capacity for single-phase or three-phase service at 7.2/12.47 KV or 14.4/24.9 KV to members who furnish and maintain their own transformers.
- d. Load requirements that are equal to or exceed 50 kW.
- e. All wiring, pole lines, and other electrical equipment beyond the metering point, shall be considered the distribution system of the member, and shall be furnished and maintained by the member.
- f. Services under this rate shall be metered on the secondary side of the ~~Consumer~~member-owned transformer and 2% added to the usage for billing purposes to account for transformer losses.

3. ~~MONTHLY BILL~~Monthly Billing Information:

RATE:	Customer Services	\$59 .00	per service per month
	Demand Charge	\$13 .00	per kW of billing demand
	Energy Charge	\$ 0.04300	per kWh

<u>Charge Type</u>	<u>Rate</u>
<u>kWh Energy Charge</u>	<u>\$0.0449 per kWh used</u>
<u>kW Demand Charge</u>	<u>\$13.59 per kW of billing demand</u>
<u>TOU kW Demand Charge - On Peak</u>	<u>Measured kW Demand (during on peak) times rate of \$13.59 per kW per month</u>
<u>TOU kW Demand Charge - Off Peak</u>	<u>Measured kW Demand (during off peak) times rate of \$5.00 per kW per month</u>

<u>Service Charge</u>	<u>\$92.00 per service per month</u>
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- a. The billing demand shall be the maximum kW demand established by the member for any period of 15 consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor.
- b. Member power factor shall remain between 0.95 and 1.0 leading or lagging. Loads with power factors less than 0.94 will be required to correct their power factor to within acceptable values. If a member is unable or unwilling to correct their power factor, MLEA will install appropriate reactive equipment and bill the member for labor and materials to complete the installation. Demand charges will be adjusted for members with an average monthly power factor less than 0.94 by increasing the billing demand .01 for each .01 by which the average power factor is less than 0.94.
- c. Motors having a rated capacity in excess of 7.4 kW (ie 10 HP) need to be three-phase.
- d. If a member requests a reconnect at the same location within a 12-month period, they shall be required to pay the monthly service charge for the intervening months. When the service location isn't in use for 12 months or longer the service is subject for removal under the Idle Service Regulation.
- e. All accounts are subject to revaluation at any time, to determine the applicable rate.
- f. Payment is due within 20 days after the bill is prepared.

4. ~~DETERMINATION OF BILLING DEMAND WITHOUT TIME-OF-USE OPTION~~

- a. ~~The billing demand shall be the maximum kilowatt demand established by the Consumer for any period of fifteen (15) consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor as follows:~~

5. ~~POWER FACTOR ADJUSTMENT~~

- a. ~~Demand charges will be adjusted for Consumers with an average monthly power factor less than 90% lagging. Such adjustments will be made by increasing the billing demand 1% for each 1% by which the average power factor is less than 90% lagging.~~

6. ~~MINIMUM MONTHLY CHARGE~~

- a. ~~\$7 0.00 plus any increase required under the extension policy. See Idle Service Regulations for reconnect fee.~~

7. ~~TERMS OF PAYMENT~~

- a. ~~Payment is due within twenty (20) days after the bill is prepared.~~

8. ~~SPECIAL PROVISIONS~~Special Provisions/Instructions:

- a. Approval of connection may be contingent on the results of an MLEA engineering department capacity analysis.
- b. Rates and sService hereunder subject to Electric Service Regulations of ~~the~~ Association MLEA as amended from time to time.
- c. Meters that are not accessible to read due to seasonal impacts, will have estimated readings and be billed accordingly.
- d. This rate is not for resale.

~~ELECTRIC SERVICE WITH TIME-OF-USE OPTION~~

~~9. AVAILABILITY~~

- ~~a. Available to all Consumers electing the Time-of-Use Option. Consumer must direct Association in writing to apply the Time-of-Use rate to selected accounts.~~

~~10. DETERMINATION OF THE BILLING DEMAND~~Time-of-Use Option

- ~~a. The billing demand shall be the maximum kilowatt demand which occurred during the On-peak period. The On-peak period shall be determined by Moon Lake for each month and made known to those consumers electing to use the Time-of-Use Option. The off-peak billing demand shall be the maximum kilowatt demand which occurred during the off-peak period multiplied by a rate of \$2.00.~~
- ~~b. The consumer will be responsible to pay a contribution-in-aid payment to Moon Lake for the cost of the Time-of-Use meter and its installation.~~Available to all members electing the Time-of-Use Option. Members must direct MLEA in writing to apply the Time-of-Use rate to selected accounts.
- ~~c. Time-of-Use elections can be made only once per year and with 30 days notice.~~
- ~~d. The peak billing demand shall be the maximum kW demand which occurred during the on-peak period. The on-peak period shall be determined by MLEA for each month and made known to those members electing to use the Time-of-Use option. The off-peak billing demand shall be the maximum kW demand, which occurred during the off-peak period multiplied by a rate of \$5.00. The on-peak billing demand shall be the maximum kW demand, which occurred during the on-peak period multiplied by a rate of \$13.59.~~
- ~~e. The member will be responsible to pay a contribution-in-aid payment to MLEA for the cost of the Time-of-Use meter and its installation.~~



ELECTRIC SERVICE TARIFF SCHEDULE NM-1

NET METERING – 1 PHASE

1. Application/Purpose:

- a. Renewable Use Options as indicated in the parameters below.

2. Parameters:

- a. Member owned generation system that supplies part or all of the Member's electrical energy needs and may produce energy in excess of Member's electrical energy needs.
- b. Member owned generation systems operate in parallel with MLEA’s electrical system, and must have the same nominal voltage, frequency, and electrical phasing output as MLEA’s.
- c. Installed generation capacity shall not exceed 25 kW.
- d. Member generated power derived from a fuel cell or renewable energy from wind, solar, or water
- e. Member’s generating facilities must be located on member’s premises at the service location.

3. Monthly Billing Information:

Charge Type	Rate
R-1 Rate kWh Energy Charge	\$0.0571 per kWh used
GS-1 Rate kWh Energy Charge	\$0.0649 per kWh used
Service Charge	\$45.00 per month

- a. If Net Metering¹ does not result in Excess Member-Generated Energy during the billing period, then MLEA shall bill the Net Metering Member for the Net Energy² and demand as applicable under normal billing practices of the applicable retail tariff rate of either Schedule R-1 or Schedule GS-1.
- b. If Net Metering results in Excess Net Metering Member Generated Energy³ during the billing period, then MLEA shall apply a credit to the Net Metering Member’s monthly power bill for the amount of Excess Member Generated Energy times the Excess Member Generated Energy rate.
- c. All accounts are subject to revaluation at any time, to determine the applicable rate.
- d. MLEA shall pay the Utah Net Metering Member for Excess Net Metering Member Generated Energy at the rate of \$0.024 per kWh.

4. Special Provisions/ Instructions:

- a. Approval of connection may be contingent on the results of an MLEA engineering department capacity analysis.
- b. Those members that desire a net metering connection must first go through an orientation about the

¹ "Net Metering" means the measuring of the Net Electrical Energy difference between: 1) The amount of energy supplied to the Net Metering Member by MLEA, and 2) The amount of energy generated from the Member-owned Generation System.

² "Net Energy" means the difference in kWh between: 1) The amount of energy supplied to the Net Metering Member by MLEA, and 2) The amount of energy from the Member-owned Generation System.

³ "Excess Net Metering Member Generated Energy" means the amount of Member Generated Energy in kWh minus the amount of kWh the member used of MLEA generated energy during the same billing period. If this number is negative, there is no excess net metering member generated energy.

possible billing impacts that they may have as a result of this type of service installation before MLEA will begin working with any 3rd party company for the actual installation.

- c. Net Metering Program shall be available to MLEA's Members until the combination of all Member-owned Generation Systems under the Net Metering Program exceeds 120 kW (0.1% of peak system Demand in 2005) or until MLEA limits interconnections to a prescribed amount of kW in excess of 120 kW. Net metering may be limited on a case-by-case basis to conform with applicable utility engineering practices.
- d. MLEA requires that the Net Metering Member enter into an interconnection agreement before interconnecting with the Member-owned Generation System.
- e. MLEA shall not be held liable for loss, injury, or death of a third party for allowing and resulting from the interconnection of a Member-owned Generation System participating in the Net Metering Program. Net Metering Member must indemnify and hold harmless MLEA in any of the above-mentioned events.
- f. MLEA may witness tests, require operational checks or demonstration of equipment, or inspect interconnection at any and all times to ensure safety of electric workers and/or the public and to preserve the safety and integrity of the electric power grid.
- g. Net Metering Member hereunder is subject to MLEA's Electric Service Regulations as amended from time to time.

5. Interconnection and Equipment

- a. Member-owned Generation System must meet or exceed applicable local and national standards regarding electrical and fire safety, power quality, and interconnection requirements. These standards include, but are not limited to those established by the American National Standards Institute (ANSI), National Electrical Code (NEC), National Electrical Safety Code (NESC), the Institute of Electrical and Electronics Engineers (IEEE) and Underwriters Laboratories (UL). All equipment necessary to comply with these standards and requirements shall be owned by and the responsibility of the Net Metering Member. Member-owned Generation System must be controlled by an Inverter⁴ that has been designed, tested, and certified to meet or exceed UL 1742, IEEE 929, ANSI 519 and IEEE 1547 standards.
- b. Member must provide a visible Isolation Switch for the Member owned Generation System (Isolation Switch) that meets applicable ANSI, IEEE, UL and local governmental and MLEA standards. Isolation Switch must be accessible to MLEA personnel at all times, and MLEA personnel must be allowed to padlock it in the OPEN position at any time and for any reason.
- c. Isolation Switch must be located on the exterior of the building, preferably adjacent to the electrical service entrance equipment and electrically on the Net Metering Member's side of MLEA's meter, Isolation Switch must be permanently and visibly marked as "GENERATOR ISOLATION" in letters at least 2" high. If the Isolation Switch is not adjacent to the electrical service entrance equipment, a permanent/weather resistant map shall be installed at that location detailing where the Isolation Switch is located.
- d. Interconnection of Member-owned Generation System shall be made to Net Metering Member's electrical service equipment or feeder at the same nominal output voltage and phasing as the Member's electrical service.
- e. Additions and upgrades to MLEA facilities to accommodate the Member-owned Generation System shall not be provided at MLEA's expense under the Net Metering Program. If the meter, metering equipment, service equipment including transformer(s) or service conductors owned by MLEA, or the electrical distribution system of MLEA must be upgraded to accommodate the Member-owned Generation System, the Net metering Member shall be responsible for any and all costs incurred by MLEA.
- f. Service under this Net Metering Tariff Schedule NO. NM-1 will require the installation of appropriate Bi-directional metering equipment prior to initiation of the Net Metering service.
- g. If the Net Metering Project requires special studies by MLEA, Net Metering Member shall be responsible for study costs.

⁴ "Inverter" means a static power controller/converter device that converts direct current power or alternating current power into alternating current power at the voltage and frequency compatible with power supplied by MLEA.



ELECTRIC SERVICE TARIFF SCHEDULE NM-1

NET METERING – 1 PHASE

1. GENERAL Application/Purpose:

- a. ~~The Cooperative's Net Metering Program described herein shall be available to the Cooperative's retail tariff Customers under the following conditions:~~
 - i. ~~Net Metering Customer operates a Customer owned Generation system that supplies part or all of Customer's electrical energy needs and may produce energy in excess of Customer's electrical energy needs.~~
 - ii. ~~Customer owned Generation System operates in parallel with Cooperative's electrical system, must have the same nominal voltage, frequency, and electrical phasing output as Customer's electrical service from~~
 - iii. ~~Cooperative, must not exceed 25 kW of capacity,~~
 - iv. ~~Must be a fuel cell or driven by renewable energy derived from wind, sun, or water,~~
 - v. ~~Must be located on Customer's premises.~~
- b. Renewable Use Option as indicated in the parameters below.

2. DEFINITIONS

- a. "Cooperative" means the legally established electric cooperative, i.e., Moon Lake Electric Association, Inc., offering retail electrical service to Customers within a certificated service territory.
- b. "Customer" means a person or other legally established entity taking retail electrical service from the Cooperative under Schedule R or GS and is a member of said Cooperative.
- c. "Excess Net Metering Customer Generated Energy" means the amount of Net Metering Customer Generated Energy, as measured in kWh, during a billing period that exceeds the Cooperative supplied energy during the same period.
- d. "Inverter" means a static power controller/converter device that converts direct current power or alternating current power into alternating current power at the voltage and frequency compatible with power supplied by the Cooperative.
- e. "Net Electrical Energy" as measured in kWh, means the difference between:
 - 1) The amount of energy supplied to the Net Metering Customer by the Cooperative, and
 - 2) The amount of energy from the Customer owned Generation System
- f. "Net Metering" means the measuring of the Net Electrical Energy difference between:
 - 1) The amount of energy supplied to the Net Metering Customer by the Cooperative, and
 - 2) The amount of energy from the Customer owned Generation System.

3. Parameters:

- a. Member owned generation system that supplies part or all of the Member's electrical energy needs and may produce energy in excess of Member's electrical energy needs.

- b. Member owned generation systems operate in parallel with MLEA’s electrical system, and must have the same nominal voltage, frequency, and electrical phasing output as MLEA’s.
- c. Installed generation capacity shall not exceed 25 kW.
- d. Member generated power derived from a fuel cell or renewable energy from wind, solar, or water
- e. Member’s generating facilities must be located on member’s premises at the service location.

4. Monthly Billing Information:

<u>Charge Type</u>	<u>Rate</u>
<u>R-1 Rate kWh Energy Charge</u>	<u>\$0.0571 per kWh used</u>
<u>GS-1 Rate kWh Energy Charge</u>	<u>\$0.0649 per kWh used</u>
<u>Service Charge</u>	<u>\$45.00 per month</u>

- a. If Net Metering¹ does not result in Excess Member-Generated Energy during the billing period, then MLEA shall bill the Net Metering Member for the Net Energy² and demand as applicable under normal billing practices of the applicable retail tariff rate of either Schedule R-1 or Schedule GS-1.
- b. If Net Metering results in Excess Net Metering Member Generated Energy³ during the billing period, then MLEA shall apply a credit to the Net Metering Member’s monthly power bill for the amount of Excess Member Generated Energy times the Excess Member Generated Energy rate.
- c. All accounts are subject to revaluation at any time, to determine the applicable rate.
- d. MLEA shall pay the Utah Net Metering Member for Excess Net Metering Member Generated Energy at the rate of \$0.024 per kWh.

5. Special Provisions/ Instructions:

- 1. Approval of connection may be contingent on the results of an MLEA engineering department capacity analysis.
- 2. Those members that desire a net metering connection must first go through an orientation about the possible billing impacts that they may have as a result of this type of service installation before MLEA will begin working with any 3rd party company for the actual installation.
- 3. Net Metering Program shall be available to MLEA’s Members until the combination of all Member-owned Generation Systems under the Net Metering Program exceeds 120 kW (0.1% of peak system Demand in 2005) or until MLEA limits interconnections to a prescribed

¹ "Net Metering" means the measuring of the Net Electrical Energy difference between: 1) The amount of energy supplied to the Net Metering Member by MLEA, and 2) The amount of energy generated from the Member-owned Generation System

² "Net Energy" means the difference in kWh between: 1) The amount of energy supplied to the Net Metering Member by MLEA, and 2) The amount of energy from the Member-owned Generation System.

³ "Excess Net Metering Member Generated Energy" means the amount of Member Generated Energy in kWh minus the amount of kWh the member used of MLEA generated energy during the same billing period. If this number is negative, there is no excess net metering member generated energy.

amount of kW in excess of 120 kW. Net metering may be limited on a case-by-case basis to conform with applicable utility engineering practices.

4. MLEA requires that the Net Metering Member enter into an interconnection agreement before interconnecting with the Member-owned Generation System.
5. MLEA shall not be held liable for loss, injury, or death of a third party for allowing and resulting from the interconnection of a Member-owned Generation System participating in the Net Metering Program. Net Metering Member must indemnify and hold harmless MLEA in any of the above-mentioned events.
6. MLEA may witness tests, require operational checks or demonstration of equipment, or inspect interconnection at any and all times to ensure safety of electric workers and/or the public and to preserve the safety and integrity of the electric power grid.
7. Net Metering Member hereunder is subject to MLEA's Electric Service Regulations as amended from time to time.

6. Interconnection and Equipment

- a. ~~Customer~~**Member**-owned Generation System must meet or exceed applicable local and national standards regarding electrical and fire safety, power quality, and interconnection requirements. These standards include, but are not limited to those established by the American National Standards Institute (ANSI), National Electrical Code (NEC), National Electrical Safety Code (NESC), the Institute of Electrical and Electronics Engineers (IEEE) and Underwriters Laboratories (UL). All equipment necessary to comply with these standards and requirements shall be owned by and the responsibility of the Net Metering ~~Member~~**Customer**. ~~Member~~**Customer**-owned Generation System must be controlled by an Inverter⁴ that has been designed, tested, and certified to meet or exceed UL 1742, IEEE 929, ANSI 519 and IEEE 1547 standards.
- b.

⁴ "Inverter" means a static power controller/converter device that converts direct current power or alternating current power into alternating current power at the voltage and frequency compatible with power supplied by MLEA.

- c.
- d. MemberCustomer must provide a visible Isolation Switch for the MemberCustomer owned Generation System (Isolation Switch) that meets applicable ANSI< IEEE, UL and local governmental and MLEACooperative standards. Isolation Switch must be accessible to MLEACooperative personnel at all times, and MLEACooperative personnel must be allowed to padlock it in the OPEN position at any time and for any reason.
- e. Isolation Switch must be located on the exterior of the building, preferably adjacent to the electrical service entrance equipment and electrically on the Net Metering MemberCustomer's side of ~~MLEAthe Cooperative~~'s meter, Isolation Switch must be permanently and visibly marked as "GENERATOR ISOLATION" in letters at least 2" high. If the Isolation Switch is not adjacent to the electrical service entrance equipment, a permanent/weather resistant map shall be installed at that location detailing where the Isolation Switch is located.
- f. Interconnection of ~~MemberCustomer~~-owned Generation System shall be made to Net Metering MemberCustomer's electrical service equipment or feeder at the same nominal output voltage and phasing as the MemberCustomer's electrical service.
- g. Additions and upgrades to MLEACooperative facilities to accommodate the ~~MemberCustomer~~- owned Generation System shall not be provided a-t ~~the Cooperative's~~ MLEA's expense under the Net Metering Program. If the meter, metering equipment, service equipment including transformer(s) or service conductors owned by MLEACooperative, or the electrical distribution system of MLEACooperative must be upgraded to accommodate the ~~MemberCustomer~~-owned Generation System, the Net metering MemberCustomer shall be responsible for any and all costs incurred by MLEACooperative.
- h. Service under this Net Metering Tariff Schedule NO. NM-1 will require the installation of appropriate Bi-directional me-t-e-ring equipment prior to initiation of the Net Metering service.
- i. If the Net Metering Project requires special studies by ~~MLEAthe Cooperative~~, Net Metering MemberCustomer shall be responsible for study costs.

7. ~~Billing and Rates~~

- a. ~~Net Metering Customer must be served under an applicable qualifying tariff rate Schedule R or GS. Rates for power and energy purchased from Cooperative under this Net Metering Tariff Schedule No. NM-1 shall be the applicable rate per kWh.~~
- b. ~~Cooperative's Customer Charge and Minimum Monthly Charge under the applicable retail tariff rate Schedule R or GS will be replaced by the Customer charge hereunder. The Cooperative's Customer Charge under this Net Metering Tariff Schedule No. NM shall be \$29.85 per month.~~
- c. ~~If Net Metering does not result in Excess Customer Generated Energy during the billing period, the Cooperative shall bill the Net Metering Customer for the Net Energy and demand under normal billing practices of the applicable retail tariff rate.~~
- d. ~~If Net Metering results in Excess Net Metering Customer Generated Energy during the billing period, the Cooperative shall credit the Net Metering Customer's monthly power bill for the amount of Excess Customer Generated Energy times the Excess Customer Generated Energy rate.~~
- e. ~~Cooperative shall pay the Utah Net Metering Customer for Excess Net Metering Customer~~

~~Generated Energy at the rate of \$0.0222 per kWh.~~

- f. Additional Information
- g. Net Metering Program shall be available to Cooperative's Customers until the combination of all Customer-owned Generation Systems under the Net Metering Program will exceed 120 kW (0.1% of peak system Demand in 2005) or until Cooperative limits interconnections to a prescribed amount of kW in excess of 120 kW. Net metering may be limited on a case by case basis to conform with applicable utility engineering practices.
- h. Cooperative requires that the Net Metering customer enter into an interconnection agreement before interconnecting Customer-owned Generation System.
- i. Cooperative shall not be held liable for loss, injury, or death or a third party for allowing and resulting from the interconnection of a Customer-owned Generation System participating in the Net Metering Program. Net Metering Customer must indemnify and hold harmless the Cooperative in any of the above mentioned events.
- j. Cooperative may witness tests, require operational checks or demonstration of equipment, or inspect interconnection at any and all times to ensure safety of electric workers and/or the public and to preserve the safety and integrity of the electric power grid.
- k. Net Metering Customer hereunder is subject to Cooperative's Electric Service Regulations as amended from time to time. Cooperative's Electric Service Regulations are filed with and approved by the Public Service Commission.



ELECTRIC SERVICE TARIFF SCHEDULE NM-3

NET METERING – 3 PHASE

1. Application/Purpose:

- a. Renewable Use Options as indicated in the parameters below.

2. Parameters:

- a. Member owned generation system that supplies part or all of Member's electrical energy needs and may produce energy in excess of Member's electrical energy needs.
- b. Member owned generation systems operate in parallel with MLEA’s electrical system, and must have the same nominal voltage, frequency, and electrical phasing output as MLEA.
- c. Installed generation capacity shall not exceed 75 kW.
- d. Member generated power derived from a fuel cell or renewable energy from wind, solar, or water
- e. Located on member’s premises

3. Monthly Billing Information:

Charge Type	Rate
R-3 Rate kWh Energy Charge	\$0.0649 per kWh used
GS-3 Rate kWh Energy Charge	\$0.0649 per kWh used
LP Rate kWh Energy Charge	\$0.0412 per kWh used
R-3 kW Demand Charge	\$8.00 per kW of billing demand
LP kW Demand Charge	\$12.54 per kW of billing demand
R-3 Service Charge	\$60.00 per month
GS-3 Service Charge	\$84.00 per month
LP Service Charge	\$107.00 per month

- a. Net Metering Members must be served under an applicable qualifying tariff rate Schedule R-3, LP or GS3. Rates for power and energy purchased from MLEA under this Net Metering Tariff Schedule No. NM-3 shall be the applicable rate per kWh and kW.
- b. If Net Metering¹ does not result in excess Member-Generated Energy during the billing period, MLEA shall bill the Net Metering Member for the Net Energy² and demand under normal billing practices of the applicable retail tariff rate.
- c. If Net Metering results in Excess Net Metering Member Generated Energy³ during the billing period, MLEA shall credit the Net Metering Member’s monthly power bill for the amount of Excess Member Generated Energy times the Excess Member Generated Energy rate.
- d. All accounts are subject to revaluation at any time, to determine the applicable rate.

¹ "Net Metering" means the measuring of the Net Electrical Energy difference between: 1) The amount of energy supplied to the Net Metering Customer by the Cooperative, and 2) The amount of energy from the Member-owned Generation System.

² "Net Energy" as measured in kWh, means the difference between: 1) The amount of energy supplied to the Net Metering Customer by the Cooperative, and 2) The amount of energy from the Member-owned Generation System.

³ "Excess Net Metering Member Generated Energy" means the amount of Net Metering Member Generated Energy, as measured in kWh, during a billing period that exceeds MLEA supplied energy during the same period

- e. MLEA shall pay the Utah Net Metering Member for Excess Net Metering Member Generated Energy at the rate of \$0.024 per kWh.

4. Special Provisions/ Instructions:

- a. Those members that desire a net metering connection must first go through an orientation about the possible billing impacts that they may have as a result of this type of service installation before MLEA will begin working with any 3rd party company for the actual installation.
- b. Approval of connection may be contingent on the results of an MLEA engineering department capacity analysis.
- c. Net Metering Program shall be available to MLEA's Members until the combination of all Member-owned Generation Systems under the Net Metering Program will exceed 120 kW (0.1% of peak system Demand in 2005) or until MLEA limits interconnections to a prescribed amount of kW in excess of 120 kW. Net metering may be limited on a case-by-case basis to conform with IEEE standards. Net metering may be limited on a case-by-case basis to conform with applicable utility engineering practices.
- d. MLEA requires that the Net Metering Member enter into an interconnection agreement before interconnecting with the Member-owned Generation System.
- e. MLEA shall not be held liable for loss, injury, or death of a third party for allowing and resulting from the interconnection of a Member-owned Generation System participating in the Net Metering Program. Net Metering Member must indemnify and hold harmless MLEA in any of the above-mentioned events.
- f. MLEA may witness tests, require operational checks or demonstration of equipment, or inspect interconnection at any and all times to ensure safety of electric workers and/or the public and to preserve the safety and integrity of the electric power grid.
- g. Net Metering Member hereunder is subject to MLEA's Electric Service Regulations as amended from time to time.

5. Interconnection and Equipment

- a. Member-owned Generation System must meet or exceed applicable local and national standards regarding electrical and fire safety, power quality, and interconnection requirements. These standards include, but are not limited to those established by the American National Standards Institute (ANSI), National Electrical Code (NEC), National Electrical Safety Code (NESC), the Institute of Electrical and Electronics Engineers (IEEE) and Underwriters Laboratories (UL). All equipment necessary to comply with these standards and requirements shall be owned by and the responsibility of the Net Metering Member.
- b. Member-owned Generation System must be controlled by an Inverter⁴ that has been designed, tested, and certified to meet or exceed UL 1742, IEEE 929, ANSI 519 and IEEE 1547 standards.
- c. The Member must provide a visible Isolation Switch for the Member owned Generation System (Isolation Switch) that meets applicable ANSI < IEEE, UL and local governmental and MLEA standards. Isolation Switch must be accessible to MLEA personnel at all times, and MLEA personnel must be allowed to padlock it in the OPEN position at any time and for any reason.
- d. Isolation Switch must be located on the exterior of the building, preferably adjacent to the electrical service entrance equipment and electrically on the Net Metering Member's side of the MLEA's meter, Isolation Switch must be permanently and visibly marked as "GENERATOR ISOLATION" in letters at least 2" high. If the Isolation Switch is not adjacent to the electrical service entrance equipment, a

⁴"Inverter" means a static power controller/converter device that converts direct current power or alternating current power into alternating current power at the voltage and frequency compatible with power supplied by MLEA.

permanent/weather resistant map shall be installed at that location detailing where the Isolation Switch is located.

- e. Interconnection of Member- owned Generation System shall be made to Net Metering Member's electrical service equipment or feeder at the same nominal output voltage and phasing as the Member's electrical service.
- f. Additions and upgrades to MLEA facilities to accommodate the Member-owned Generation System shall not be provided at MLEA's expense under the Net Metering Program. If the meter, metering equipment, service equipment including transformer(s) or service conductors owned by MLEA, or the electrical distribution system of MLEA must be upgraded to accommodate the Member-owned Generation System, the Net metering Member shall be responsible for any and all costs incurred by MLEA.
- g. Service under this Net Metering Tariff Schedule NO. NM-3 will require the installation of appropriate Bi-directional metering equipment prior to initiation of the Net Metering service.
- h. If the Net Metering Project requires special studies by MLEA, Net Metering Member shall be responsible for study costs.



ELECTRIC SERVICE TARIFF SCHEDULE NM-3

NET METERING – 3 PHASE

1. GENERAL Application/Purpose:

- a. ~~The Cooperative's Net Metering Program described herein shall be available to the Cooperative's retail tariff Customers under the following conditions: Net Metering Customer operates a Customer owned Generation system that supplies part or all of Customer's electrical energy needs and may produce energy in excess of Customer's electrical energy needs. Customer owned Generation System operates in parallel with Cooperative's electrical system, must have the same nominal voltage, frequency, and electrical phasing output as Customer's electrical service from Cooperative, must not exceed 75 kW of capacity, must be a fuel cell or driven by renewable energy derived from wind, sun, or water, and must be located on Customer's premises.~~
- b. Renewable Use Options as indicated in the parameters below.

2. Parameters:

- a. Member owned generation system that supplies part or all of Member's electrical energy needs and may produce energy in excess of Member's electrical energy needs.
- b. Member owned generation systems operate in parallel with MLEA's electrical system, and must have the same nominal voltage, frequency, and electrical phasing output as MLEA.
- c. Installed generation capacity shall not exceed 75 kW.
- d. Member generated power derived from a fuel cell or renewable energy from wind, solar, or water
- e. Located on member's premises

3. MONTHLY BILL Monthly Billing Information:

RATE: Customer Services ————— \$76.00 per service per month
 Replaces applicable tariff rate

Energy Charge (net) ————— applicable tariff rate
 (Schedule GS-3 or LP)
 Installations served under the Large Power Rate (LP) will not be subject to the kWh demand charge limitation.

~~Excess Net Metering Customer Generated Energy~~
 Current Deseret Rate Schedule A Energy Rate. Any excess generation will be credited to the account on a monthly basis.

<u>Charge Type</u>	<u>Rate</u>
<u>R-3 Rate kWh Energy Charge</u>	<u>\$0.0649 per kWh used</u>

<u>GS-3 Rate kWh Energy Charge</u>	<u>\$0.0649 per kWh used</u>
<u>LP Rate kWh Energy Charge</u>	<u>\$0.0412 per kWh used</u>
<u>R-3 kW Demand Charge</u>	<u>\$8.00 per kW of billing demand</u>
<u>LP kW Demand Charge</u>	<u>\$12.54 per kW of billing demand</u>
<u>R-3 Service Charge</u>	<u>\$60.00 per month</u>
<u>GS-3 Service Charge</u>	<u>\$84.00 per month</u>
<u>LP Service Charge</u>	<u>\$107.00 per month</u>

- a. Net Metering Members must be served under an applicable qualifying tariff rate Schedule R-3, LP or GS3. Rates for power and energy purchased from MLEA under this Net Metering Tariff Schedule No. NM-3 shall be the applicable rate per kWh and kW.
- b. If Net Metering¹ does not result in excess Member-Generated Energy during the billing period, MLEA shall bill the Net Metering Member for the Net Energy² and demand under normal billing practices of the applicable retail tariff rate.
- c. If Net Metering results in Excess Net Metering Member Generated Energy³ during the billing period, MLEA shall credit the Net Metering Member's monthly power bill for the amount of Excess Member Generated Energy times the Excess Member Generated Energy rate.
- d. All accounts are subject to revaluation at any time, to determine the applicable rate.
- e. MLEA shall pay the Utah Net Metering Member for Excess Net Metering Member Generated Energy at the rate of \$0.024 per kWh.

4. **DEFINITIONS**

- a. "Cooperative" means the legally established electric cooperative, i.e., Moon Lake Electric Association, Inc., offering retail electrical service to Customers within a certificated service territory.
- b. "Customer" means a person or other legally established entity taking retail electrical service from the Cooperative under Schedule LP or GS-3 and is a member of said Cooperative.
- c. "Excess Net Metering Customer Generated Energy" means the amount of Net Metering Customer Generated Energy, as measured in kWh, during a billing period that exceeds the Cooperative supplied energy during the same period.
- d. "Inverter" means a static power controller/converter device that converts direct current power or alternating current power into alternating current power at the voltage and frequency compatible with power supplied by the Cooperative.
- e. "Net Electrical Energy" as measured in kWh, means the difference between:
 - 1) The amount of energy supplied to the Net Metering Customer by the Cooperative, and
 - 2) The amount of energy from the Customer-owned Generation System.

¹ "Net Metering" means the measuring of the Net Electrical Energy difference between: 1) The amount of energy supplied to the Net Metering Customer by the Cooperative, and 2) The amount of energy from the Member-owned Generation System.

² Net Metering Members must be served under an applicable qualifying tariff rate Schedule LP or GS3. Rates for power and energy purchased from MLEA under this Net Metering Tariff Schedule No. NM-3 shall be the applicable rate per kWh and kW.

³ "Excess Net Metering Member Generated Energy" means the amount of Net Metering Member Generated Energy, as measured in kWh, during a billing period that exceeds MLEA supplied energy during the same period

- f. "Net Metering" means the measuring of the Net Electrical Energy difference between:
 - 1) The amount of energy supplied to the Net Metering Customer by the Cooperative, and
 - 2) The amount of energy from the Customer-owned Generation System
- 5. **Special Provisions/Instructions:**
 - a. Those members that desire a net metering connection must first go through an orientation about the possible billing impacts that they may have as a result of this type of service installation before MLEA will begin working with any 3rd party company for the actual installation.
 - b. Approval of connection may be contingent on the results of an MLEA engineering department capacity analysis.
 - c. Net Metering Program shall be available to MLEA's Members until the combination of all Member-owned Generation Systems under the Net Metering Program will exceed 120 kW (0.1% of peak system Demand in 2005) or until MLEA limits interconnections to a prescribed amount of kW in excess of 120 kW. Net metering may be limited on a case-by-case basis to conform with IEEE standards. Net metering may be limited on a case-by-case basis to conform with applicable utility engineering practices.
 - d. MLEA requires that the Net Metering Member enter into an interconnection agreement before interconnecting with the Member-owned Generation System.
 - e. MLEA shall not be held liable for loss, injury, or death of a third party for allowing and resulting from the interconnection of a Member-owned Generation System participating in the Net Metering Program. Net Metering Member must indemnify and hold harmless MLEA in any of the above-mentioned events.
 - f. MLEA may witness tests, require operational checks or demonstration of equipment, or inspect interconnection at any and all times to ensure safety of electric workers and/or the public and to preserve the safety and integrity of the electric power grid.
 - g. Net Metering Member hereunder is subject to MLEA's Electric Service Regulations as amended from time to time.

6. Interconnection and Equipment

- a. ~~MemberCustomer~~-owned Generation System must meet or exceed applicable local and national standards regarding electrical and fire safety, power quality, and interconnection requirements. These standards include, but are not limited to those established by the American National Standards Institute (ANSI), National Electrical Code (NEC), National Electrical Safety Code (NESC), the Institute of Electrical and Electronics Engineers (IEEE) and Underwriters Laboratories (UL). All equipment necessary to comply with these standards and requirements shall be owned by and the responsibility of the Net Metering ~~MemberCustomer~~.
- b. ~~MemberCustomer~~-owned Generation System must be controlled by an Inverter⁴ that has been designed, tested, and certified to meet or exceed UL 1742, IEEE 929, ANSI 519 and IEEE 1547 standards.
- c. ~~Customer~~ The member must provide a visible Isolation Switch for the ~~Customer~~ Member owned Generation System (Isolation Switch) that meets applicable ANSI, IEEE, UL and local governmental and MLEA Cooperative standards. Isolation Switch must be accessible to MLEA Cooperative personnel at all times, and MLEA Cooperative personnel must be allowed to padlock it in the OPEN position at any time and for any reason.
- d. Isolation Switch must be located on the exterior of the building, preferably adjacent to the electrical service entrance equipment and electrically on the Net Metering ~~MemberCustomer~~'s side of ~~the MLEA Cooperative~~'s meter, Isolation Switch must be permanently and visibly marked as "GENERATOR ISOLATION" in letters at least 2" high. If the Isolation Switch is not adjacent to the electrical service entrance equipment, a permanent/weather resistant map shall be installed at that location detailing where the Isolation Switch is located.
- e. Interconnection of ~~MemberCustomer~~-owned Generation System shall be made to Net Metering ~~MemberCustomer~~'s electrical service equipment or feeder at the same nominal output voltage and phasing as the ~~Customer's~~ Member's electrical service.
- f. Additions and upgrades to MLEA Cooperative facilities to accommodate the ~~MemberCustomer~~-owned Generation System shall not be provided at the MLEA Cooperative's expense under the Net Metering Program. If the meter, metering equipment, service equipment including transformer(s) or service conductors owned by MLEA Cooperative, or the electrical distribution system of MLEA Cooperative must be upgraded to accommodate the ~~MemberCustomer~~-owned Generation System, the Net metering ~~MemberCustomer~~ shall be responsible for any and all costs incurred by MLEA Cooperative.
- g. Service under this Net Metering Tariff Schedule NO. NM-3 will require the installation of appropriate Bi-directional metering equipment prior to initiation of the Net Metering service.
- h. If the Net Metering Project requires special studies by ~~the MLEA Cooperative~~, Net Metering ~~MemberCustomer~~ shall be responsible for study costs.

⁴ "Inverter" means a static power controller/converter device that converts direct current power or alternating current power into alternating current power at the voltage and frequency compatible with power supplied by MLEA.

7. Billing and Rates

- a. ~~Net Metering Customer must be served under an applicable qualifying tariff rate Schedule LP or GS 3. Rates for power and energy purchased from Cooperative under this Net Metering Tariff Schedule No. NM 3 shall be the applicable rate per kWh and kw.~~
- b. ~~Cooperative's Customer Charge and Minimum Monthly Charge under the applicable retail tariff rate Schedule R or GS will be replaced by the Customer charge hereunder. The Cooperative's Customer Charge under this Net Metering Tariff Schedule No. NM shall be \$76.00 per month. Installations served under the Large Power Rate (LP) will not be subject to the kWh demand charge limitation of \$.07 per kWh.~~
- c. ~~If Net Metering does not result in Excess Customer Generated Energy during the billing period, the Cooperative shall bill the Net Metering Customer for the Net Energy and demand under normal billing practices of the applicable retail tariff rate.~~
- d. ~~If Net Metering results in Excess Net Metering Customer Generated Energy during the billing period, the Cooperative shall credit the Net Metering Customer's monthly power bill for the amount of Excess Customer Generated Energy times the Excess Customer Generated Energy rate.~~
- e. ~~Cooperative shall pay the Utah Net Metering Customer for Excess Net Metering Customer Generated Energy at the rate of \$0.0222 per kWh.~~

8. Additional Information

- a. ~~Net Metering Program shall be available to Cooperative's Customers until the combination of all Customer owned Generation Systems under the Net Metering Program will exceed 120 kW (0.1% of peak system Demand in 2005) or until Cooperative limits interconnections to a prescribed amount of kW in excess of 120 kW. Net metering may be limited on a case by case basis to conform with IEEE standards. Net metering may be limited on a case by case basis to conform with applicable utility engineering practices.~~
- b. ~~Cooperative requires that the Net Metering customer enter into an interconnection agreement before interconnecting Customer owned Generation System.~~
- c. ~~Cooperative shall not be held liable for loss, injury, or death of a third party for allowing and resulting from the interconnection of a Customer owned Generation System participating in the Net Metering Program. Net Metering Customer must indemnify and hold harmless the Cooperative in any of the above mentioned events.~~
- d. ~~Cooperative may witness tests, require operational checks or demonstration of equipment, or inspect interconnection at any and all times to ensure safety of electric workers and/or the public and to preserve the safety and integrity of the electric power grid.~~
- e. ~~Net Metering Customer hereunder is subject to Cooperative's Electric Service Regulations as amended from time to time. Cooperative's Electric Service Regulations are filed with and approved by the Public Service Commission.~~



ELECTRIC SERVICE TARIFF SCHEDULE UL

UNMETERED OUTDOOR LIGHTING

1. Application/Purpose:

- a. Unmetered Outdoor Lighting Service

2. Parameters:

- a. Lights will operate from dusk to dawn each night.

3. Monthly Billing Information:

- a. Yard Lighting

MLEA Owned	Service Charge Per Lamp
150 Watt	\$15.00
250 Watt	\$18.50

- b. Street Lighting (Only Available to State, Federal, or Municipality)

MLEA Owned	Service Charge Per Lamp
150 Watt	\$15.00
250 Watt	\$18.50
400 Watt	\$25.25

Member Owned	Service Charge Per Lamp
150 Watt	\$12.00
250 Watt	\$15.75
400 Watt	\$24.25

- c. If a member requests a reconnect at the same location within a 12-month period, they shall be required to pay the monthly service charge for the intervening months.
- d. When the service location isn't in use for 12 months or longer the service is subject for removal under the Idle Service Regulation.
- e. All accounts are subject to revaluation at any time, to determine the applicable rate.
- f. Payment is due within 20 days after the bill is prepared.

4. Special Provisions/ Instructions:

- a. Approval of connection may be contingent on the results of an MLEA engineering department capacity analysis.
- b. MLEA will provide, at its expense, all necessary labor and materials for repair and maintenance on MLEA-owned system lighting, except in the case of vandalism. MLEA will perform necessary repairs or maintenance at its earliest convenience during normal working hours.
- c. The member must notify MLEA that repair or maintenance is necessary. If MLEA is not notified of needed repair or maintenance previous billings will not be adjusted.
- d. Members will sign an agreement accepting the condition of the rate schedule and providing an advance

- security deposit of the 12 month rate pending the credit review process.
- e. A member requesting lighting service on a temporary basis (less than 1 year) will sign an agreement with MLEA that the applicable monthly minimum charges plus installation and removal costs of the facilities will be paid in advance.
 - f. At MLEA's expense, light(s) will be installed on existing overhead facilities where a transformer is not required, with no upfront costs to be paid by the consumer.
 - g. Member-Owned System: All standards, brackets, foundations, lighting units and glassware shall be at the expense of the member. Maintenance, lamp, and glass renewals shall be negotiated with MLEA management.
 - h. The member may elect underground service by providing trench (24" deep), bedding and backfill. Underground construction shall be limited to not more than 100 ft. of underground service at MLEA's expense from existing facilities. For any underground construction beyond 100ft the member will pay full costs including the transformer.
 - i. MLEA will upgrade MLEA-owned lamps from mercury vapor to high pressure sodium or LED at its option. Mercury vapor lamps will not be installed after January, 1990.
 - j. Relocation of facilities upon member's request will be at the member's expense after receiving approval from MLEA.
 - k. Standard service includes wood poles. If a member desires an alternative, decorative metal pole, the member shall be responsible to furnish and own poles, lamps and fixtures and to replace and maintain the same. Rates will be applicable to member owned versus MLEA owned.
 - l. Rates and service are hereunder subject to the Electric Service Regulations of MLEA as amended from time to time.
 - m. This rate is not for resale.



ELECTRIC SERVICE TARIFF SCHEDULE UL

UNMETERED OUTDOOR LIGHTING

1. ~~AVAILABILITY~~Application/Purpose:

~~At any point on Association's interconnected system. This rate is not for resale.~~

- a. Unmetered Outdoor Lighting Service

2. ~~APPLICATION~~Parameters:

- a. ~~Unmetered Lighting Service. Rate includes energy and maintenance costs on Association-owned system. Lights will be controlled by Association to operate from dusk to dawn each night.~~
- b. Lights will operate from dusk to dawn each night.

3. ~~YARD AND PROTECTIVE LIGHTING~~Monthly Billing Information:

- a. ~~MONTHLY RATE PER LAMP~~Yard Lighting

ASSOCIATION-OWNED SYSTEM

150 Watt _____ \$ 9.50
 250 Watt _____ \$ 11.75

<u>MLEA Owned</u>	<u>Service Charge Per Lamp</u>
<u>150 Watt</u>	<u>\$15.00</u>
<u>250 Watt</u>	<u>\$18.50</u>

4. ~~STREET LIGHTING~~—(Only Available to State, Federal, City or Municipality)

- a. ~~MONTHLY RATE PER LAMP:~~ Street Lighting (Only Available to State, Federal, or Municipality)

ASSOCIATION-OWNED SYSTEM

150 Watt _____ \$ 9.50
 250 Watt _____ \$11.75
 400 Watt _____ \$16.00

CONSUMER-OWNED SYSTEM

150 Watt _____ \$ 7.50
 250 Watt _____ \$10.00
 400 Watt _____ \$15.32

<u>MLEA Owned</u>	<u>Service Charge Per Lamp</u>
<u>150 Watt</u>	<u>\$15.00</u>
<u>250 Watt</u>	<u>\$18.50</u>
<u>400 Watt</u>	<u>\$25.25</u>

<u>Member Owned</u>	<u>Service Charge Per Lamp</u>
<u>150 Watt</u>	<u>\$12.00</u>
<u>250 Watt</u>	<u>\$15.75</u>
<u>400 Watt</u>	<u>\$24.25</u>

- b. If a member requests a reconnect at the same location within a 12-month period, they shall be required to pay the monthly service charge for the intervening months.
- c. When the service location isn't in use for 12 months or longer the service is subject for removal under the Idle Service Regulation.
- d. All accounts are subject to revaluation at any time, to determine the applicable rate.
- e. Payment is due within 20 days after the bill is prepared.

5. **CONDITIONS FOR SERVICE**

- a. ~~The Association will provide, at its expense, all necessary labor and materials for repair and maintenance on Association owned system, except in the case of vandalism. The Association will perform necessary repair or maintenance at its earliest convenience during normal working hours.~~
- b. ~~The Consumer must notify the Association that repair or maintenance is necessary.~~
- c. ~~Permanent and Indeterminate Consumers will sign an agreement for not less than one year accepting the conditions of this rate schedule and guaranteeing a minimum payment of twelve (12) times the monthly rate.~~
- d. ~~A Consumer requesting lighting service on a temporary basis (less than one (1) year) will sign an agreement guaranteeing the Association the applicable monthly minimum charges plus installation and removal costs of the Facilities to be paid in advance.~~
- e. ~~At Association expense, light(s) will be installed on existing overhead facilities where a transformer is not required, with no upfront costs to be paid by the consumer~~
- f. ~~Consumer Owned System: All standards, brackets, foundations, lighting units and glassware shall be at the expense of the city or property owner. Maintenance, lamp and glass renewals shall be negotiated with the Association.~~
- g. ~~The Consumer may elect underground service by providing trench (24" deep), bedding and backfill. Underground construction shall be limited to not more than 100 ft. of underground service at Association expense from existing facilities. Beyond that limit, the Consumer will pay construction costs and full costs and full costs of any new transformer.~~

- h. ~~Association will change Association-owned lamps from mercury vapor to high pressure sodium at its option. Mercury vapor lamps will not be installed after January, 1990.~~
- i. ~~Relocation of facilities upon Consumer's request will be at the Consumer's expense at the option of the Association.~~
- j. ~~Association will only use its standard wood poles. If a consumer desires an alternative, decorative metal pole, Consumer shall be responsible to furnish and own poles, lamps and fixtures and to replace and maintain the same. Rates will not change in either case.~~

6. ~~TERMS OF PAYMENT~~

- a. ~~Payment is due within twenty (20) days after the bill is prepared.~~

7. ~~TEMPORARY DISCONTINUANCE OF SERVICE~~

- a. ~~A Consumer requesting reconnection at the same location within a 12 month period shall be required to pay the monthly Customer Charge for the intervening months. Non use of service for 12 months shall make the premises subject to removal under the Idle Service Regulation.~~

8. ~~SPECIAL PROVISIONS~~Special Provisions/Instructions

- a. Approval of connection may be contingent on the results of an MLEA engineering department capacity analysis.
- b. MLEA will provide, at its expense, all necessary labor and materials for repair and maintenance on MLEA-owned system lighting, except in the case of vandalism. MLEA will perform necessary repairs or maintenance at its earliest convenience during normal working hours.
- c. The member must notify MLEA that repair or maintenance is necessary. If MLEA is not notified of needed repair or maintenance previous billings will not be adjusted.
- d. Members will sign an agreement accepting the condition of the rate schedule and providing an advance security deposit of the 12 month rate pending the credit review process.
- e. A member requesting lighting service on a temporary basis (less than 1 year) will sign an agreement with MLEA that the applicable monthly minimum charges plus installation and removal costs of the facilities will be paid in advance.
- f. At MLEA's expense, light(s) will be installed on existing overhead facilities where a transformer is not required, with no upfront costs to be paid by the consumer.
- g. Member-Owned System: All standards, brackets, foundations, lighting units and glassware shall be at the expense of the member. Maintenance, lamp, and glass renewals shall be negotiated with MLEA management.
- h. The member may elect underground service by providing trench (24" deep), bedding and backfill. Underground construction shall be limited to not more than 100 ft. of underground service at MLEA's expense from existing facilities. For any underground construction beyond 100ft the member will pay full costs including the transformer.
- i. MLEA will upgrade MLEA-owned lamps from mercury vapor to high pressure sodium or LED at its option. Mercury vapor lamps will not be installed after January, 1990.
- j. Relocation of facilities upon member's request will be at the member's expense after receiving approval from MLEA.

- k. Standard service includes wood poles. If a member desires an alternative, decorative metal pole, the member shall be responsible to furnish and own poles, lamps and fixtures and to replace and maintain the same. Rates will be applicable to member owned versus MLEA owned.
- l. Rates and ~~s~~Service hereunder subject to Electric Service Regulations of MLEA~~the Association~~ as amended from time to time.
- m. This rate is not for resale.

Moon Lake Electric Time Of Use Schedule

TIME OF USE					
SEASON	MONTH	ON PEAK - AM	OFF PEAK - PM	ON PEAK - PM	OFF PEAK - AM
WINTER	OCTOBER	7:00 - 10:00	10:01 - 15:59	16:00 - 22:00	22:01 - 6:59
WINTER	NOVEMBER	7:00 - 10:00	10:01 - 15:59	16:00 - 22:00	22:01 - 6:59
WINTER	DECEMBER	7:00 - 10:00	10:01 - 15:59	16:00 - 22:00	22:01 - 6:59
WINTER	JANUARY	7:00 - 10:00	10:01 - 15:59	16:00 - 22:00	22:01 - 6:59
WINTER	FEBRUARY	7:00 - 10:00	10:01 - 15:59	16:00 - 22:00	22:01 - 6:59
WINTER	MARCH	7:00 - 10:00	10:01 - 15:59	16:00 - 22:00	22:01 - 6:59
WINTER	APRIL	7:00 - 10:00	10:01 - 15:59	16:00 - 22:00	22:01 - 6:59
		OFF PEAK	ON PEAK		
SUMMER	MAY	22:01 - 14:59	15:00 - 22:00		
SUMMER	JUNE	22:01 - 14:59	15:00 - 22:00		
SUMMER	JULY	22:01 - 14:59	15:00 - 22:00		
SUMMER	AUGUST	22:01 - 14:59	15:00 - 22:00		
SUMMER	SEPTEMBER	22:01 - 14:59	15:00 - 22:00		



ELECTRIC SERVICE REGULATION NO. 1

I - GENERAL PROVISIONS

1. These regulations are designed to govern the supplying, receiving, and utilization of electric service in such a manner as will secure to each member the greatest practicable latitude in the enjoyment of service with safety to members and MLEA.
2. These regulations and all rate schedules are on file in MLEA's various offices, and copies are obtainable by any member 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 receiving of MLEA'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, Member's Service Agreement, or a rate schedule, the provision of the rate schedule takes precedence, followed by the provisions of the regulations.
6. MLEA may begin billing the member for newly constructed electrical service within 30 days from the date electrical service is available, even though the member may not be utilizing electric service on such date.



~~MOON LAKE ELECTRIC ASSOCIATION, INC. Electric Service~~
~~ELECTRIC SERVICE REGULATION NO. 1~~ ~~Regulation No. 1~~

I - GENERAL PROVISIONS

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

~~Effective Date: July 1, 2019 Page | 1~~



ELECTRIC SERVICE REGULATION NO. 2

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:
 - a. **MEMBER** - Any individual, partnership, association, firm, public or private corporation, or governmental agency receiving MLEA's service at any specified location.
 - b. **SERVICE AGREEMENT** - The agreement or contract between MLEA and the member pursuant to which service is supplied and received, including the signing of a Membership and Deposit Application, or the delivery of electric power and the acceptance thereof by the member.
 - c. **REGULATORY BODY** - The Public Service Commission of Utah or the Public Utilities Commission of Colorado.
 - d. **POINT OF DELIVERY** - Member's service terminal, or the point where MLEA's wires are joined to member's wires or apparatus, unless otherwise specified in the Member Service Agreement.
 - e. **POWER DIVERSION** - The theft of electric energy or the use of electric energy which is not metered and/or billed.
 - f. **IDLE SERVICE** - An electrical energy service installation where power is available but not being utilized. An idle service may or may not include a transformer, a meter, or a service drop.
 - g. **NOTICE** - Notification to a member 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 10 calendar days prior to the proposed termination date.



~~MOON LAKE ELECTRIC ASSOCIATION, INC. Electric Service~~
~~ELECTRIC SERVICE REGULATION NO. 2 Regulation No. 2~~

II - GENERAL DEFINITIONS

1. ~~4.~~ The following expressions, when used in these ~~r~~Regulations, in ~~r~~Rate ~~s~~Schedules, and in ~~s~~Service ~~a~~Agreements, shall, unless otherwise indicated, have the meanings given below:
 - a. ~~2.~~ ~~MEMBER CONSUMER~~ - Any individual, partnership, association~~association~~, firm, public or private~~—~~ corporation, or governmental agency receiving MLEA~~Company's~~ service at any specified~~—~~ location.
 - ~~3.~~ ~~ASSOCIATION – Moon Lake Electric Association, Inc.~~
 - b. ~~4.~~ ~~SERVICE AGREEMENT~~ – The agreement or contract between MLEA~~Association~~ and~~—~~ the member~~Consumer~~ pursuant to which service is supplied and ~~received~~~~taken~~, including the signing of a~~—~~ Membership and Deposit Application, or the delivery of electric power and the acceptance~~—~~ thereof by the member~~Consumer~~.
 - c. ~~5.~~ ~~REGULATORY BODY~~ - The Public Service Commission of Utah or the Public Utilities~~—~~ Commission of Colorado.
 - d. ~~6.~~ ~~POINT OF DELIVERY~~ - Member~~Consumer's~~ service terminal, or the point where~~—the MLEA Association's—~~ wires are joined to member~~Consumer's~~ wires or apparatus, unless otherwise specified in the Member~~Consumer's~~ Service Agreement.
 - e. ~~7.~~ ~~POWER DIVERSION~~ - The theft of electric energy or the use of electric energy which is~~—~~ not metered and/or billed.
 - f. ~~8.~~ ~~IDLE SERVICE~~ - An electrical energy service installation where power is available but~~—~~ not being utilized. An idle service may or may not include ~~lack~~ a transformer,~~or~~ a meter, or a service drop.
 - g. ~~9.~~ ~~NOTICE~~ - Notification~~ice~~ to a member~~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.

~~Effective Date: July 1, 2019 Page | 2~~



ELECTRIC SERVICE REGULATION NO. 3

III - ELECTRIC SERVICE AGREEMENTS

1. Applications for Service

a. Residential

i. Residential applicants may apply with one of the following options:

1. In person
2. By visiting www.mlea.com and completing the online application
3. Email
4. Phone
5. Mail

ii. If a security deposit is required it must be paid in full or the first of three installment payments must be paid before the service will be activated.

b. Non-Residential

i. Non-residential applicants may apply with one of the following options:

1. In person
2. By visiting www.mlea.com and completing the online application
3. Email
4. Phone
5. Mail

ii. If a security deposit is required it must be paid in full before the service will be activated.

c. Eligibility and Acceptance

i. MLEA 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 MLEA and the acceptance thereof by the member will be deemed to constitute an agreement by and between MLEA and the member for delivery and acceptance of electric power under the terms and conditions contained in the applicable rate schedule and these electric service regulations.

ii. 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. MLEA'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, MLEA may suspend service at the location where the default occurred. MLEA 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 MLEA owned equipment. Failure of MLEA 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 MLEA's right thereafter to resort to or exercise any one or more such

remedies for the same or any future default or breach by the member.

3. Member's Right to Cancel Agreement

- a. The member shall advise MLEA at least 3 days in advance of the day on which the member wants service disconnected. A landlord who is not an occupant of the residence for which termination is requested, shall advise MLEA at least 10 days in advance of the day on which they want service disconnected and will sign an affidavit that they are not requesting termination as a means of evicting their 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 4 days of the requested disconnect date. Upon request by the member to disconnect service, MLEA shall disconnect the service within 4 working days of the requested disconnection date. The member shall not be liable for any services rendered to or at such address or location after the expiration of such 4 days unless access to the meter has been delayed by the member.
- b. No such suspension of service shall release the member from their obligation to pay any minimum guarantees based on special investment made by MLEA to serve the member. If after a suspension of service pursuant to this regulation, the member shall thereafter resume operations within the original agreement period, at the option of MLEA 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 the member is a breach of the service agreement, the right of MLEA 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 MLEA may, without member's consent, assign any service agreement to any person or corporation, in any lawful way acquiring or operating all or any part of MLEA's property used in supplying service under such agreement.



~~MOON LAKE ELECTRIC ASSOCIATION, INC. Electric Service~~
~~ELECTRIC SERVICE REGULATION NO. 3~~ Regulation No. 3

III - ELECTRIC SERVICE AGREEMENTS

1. ~~1.~~ Applications for Service

a. ~~A.~~ Residential

- i. ~~1.~~ Residential applicants may apply with one of the following options: ~~for service and pay any required security deposit with one of the following options: either in person, by email, or by telephone. ¶¶~~
 - ~~1.~~ In person
 2. By visiting www.mlea.com and completing the online application
~~Through the MLEA website~~
 3. ~~By Email~~
 4. ~~By Pphone~~
 5. Mail
- i. If a security deposit is required it must be paid in full or the first of three installment payments must be paid before the service will be activated.

b. ~~B.~~ Non-Residential

- i. ~~1.~~ Non-residential applicants ~~may must~~ apply with one of the following options: ~~for service and in person, by email, or by telephone and pay any required security deposit at the time of application.~~
 1. In person
 2. By visiting www.mlea.com and completing the online application
 3. Email
 4. Phone
 5. Mail
- ii. If a security deposit is required it must be paid in full before the service will be activated.

c. Eligibility and Acceptance

- i. ~~1.~~ ~~The MLEA 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 MLEA Association~~ and the acceptance thereof by the member ~~Consumer~~ will be deemed to constitute an agreement by and between ~~the MLEA Association~~ and the member ~~Consumer~~ for delivery and acceptance of electric power under the terms and conditions contained in the applicable rate schedule and these electric service ~~r~~Regulations.
- ii. ~~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. ~~2-~~MLEA Association's Right to Cancel Service Agreement and Suspend Power

- a. ~~A-~~ For any default or breach of these ~~r~~Regulations or the terms of the applicable tariff, including failure to pay electric bills or deposits within the specified period, MLEA Association may suspend service at the location where the default occurred. ~~The~~ MLEA 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 MLEA Association owned equipment. Failure of ~~the~~ MLEA Association at any time after any such default or breach either to suspend supply or service, to terminate the ~~s~~Service ~~a~~Agreement, or to resort to any other legal remedy, shall not affect MLEA 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 the member ~~C~~Consumer.

3. ~~3-~~Member ~~C~~Consumer's Right to Cancel Agreement

- a. ~~A-~~ The member ~~C~~Consumer shall advise ~~the~~ MLEA Association at least ~~three~~ (3) days in advance of the day on which the member ~~he~~ wants service disconnected. A ~~l~~Handlord who is not an occupant of the residence for which termination is requested, shall advise ~~the~~ MLEA Association at least ~~ten~~ (10) days in advance of the day on which they ~~he~~ wants service disconnected and sign ~~an~~ affidavit that they ~~are~~ ~~he~~ is not requesting termination as a means of evicting their ~~his~~ tenants. Alternatively, such a ~~l~~Handlord 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 the ~~a~~ member ~~C~~Consumer to disconnect service, ~~the~~ MLEA Association shall disconnect the service within ~~four~~ (4) working days of the requested disconnection date. The member ~~C~~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 member ~~c~~consumer.
- b. ~~B-~~ No such suspension of service shall release the member ~~C~~Consumer from their ~~his~~ obligation to pay any minimum guarantees based on special investment made by ~~the~~ MLEA Association to serve the member ~~C~~Consumer. If after a suspension of service pursuant to this regulation, the ~~a~~ member ~~C~~Consumer shall thereafter resume operations within the original ~~a~~Agreement period, at the option of ~~the~~ MLEA Association the ~~a~~Agreement may be renewed for the remainder of the ~~a~~Agreement period and for an extended period equal to that during which operations were suspended. If the discontinuance by the member ~~C~~Consumer is a breach of the ~~s~~Service ~~a~~Agreement, the right of ~~the~~ MLEA Association to collect the sums mentioned herein shall be in addition to all other rights it may have on account of such breach.

4. ~~4-~~Successors and Assigns

- a. ~~A-~~ Service ~~a~~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 MLEA Association may, without member ~~C~~Consumer's consent, assign any ~~s~~Service ~~a~~Agreement to any person or corporation, in any lawful way acquiring or operating all or any part of ~~M~~MLEA Association's property used in supplying service under such agreement.

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ELECTRIC SERVICE REGULATION NO. 4

IV - MLEA'S OBLIGATIONS IN SUPPLY SERVICE

1. Conditions of Service

- a. MLEA's rates are based upon the furnishing of electric service to a member at a single point of delivery and at a single voltage and a specified phase classification.
- b. Service will be supplied and billed under the appropriate rate schedule only at points of delivery as are adjacent to facilities of MLEA that are adequate and suitable, having the capacity and voltage for the service desired. Otherwise, special agreements between the member and MLEA may be required.

2. Continuity of Service

- a. MLEA 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 MLEA, MLEA will not be liable therefore.

3. Strikes, Accidents and Restrictions

- a. Neither party shall be liable to the other, excepting, however, the member service 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 the member of liability for payment of the member 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 MLEA plant or other property, MLEA may, without incurring any liability therefore, suspend service for such period as may be required but will endeavor to avoid unnecessary inconvenience to the member. Whenever possible, MLEA will give reasonable notice to the member prior to such suspension of service.



~~MOON LAKE ELECTRIC ASSOCIATION, INC. Electric Service~~
ELECTRIC SERVICE REGULATION NO. 4

IV - MLEA ASSOCIATION'S OBLIGATIONS IN SUPPLY SERVICE

1. ~~1-~~Conditions of Service
 - a. ~~A. The MLEA Association's~~ rates are based upon the furnishing of electric service to a member ~~Consumer~~ at a single point of delivery and at a single voltage and a specified phase classification.
 - b. ~~B. Service will be supplied and billed under the appropriate a given Rate Schedule~~ only at points of delivery as are adjacent to facilities of ~~the MLEA Association~~ that are adequate and suitable, having the ~~as to~~ capacity and ~~voltage~~ for the service desired. Otherwise, special agreements between member ~~Consumer~~ and ~~MLEA Association~~ may be required.
2. ~~2-~~Continuity of Service
 - a. ~~A. The MLEA 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 MLEA Association, the MLEA Association~~ will not be liable therefore.
3. ~~3-~~Strikes, Accidents and Restrictions
 - a. ~~A. Neither party shall be liable to the other, excepting, however, the member 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 the member Consumer~~ of liability for payment of the member ~~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. ~~4-~~Suspension of Service for Repairs and Changes
 - a. ~~A. For the purposes of making repairs to or changes in MLEA Association plant or other property, the MLEA 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 member Consumer~~. Whenever possible, ~~the MLEA Association~~ will give reasonable notice to the member ~~Consumer~~ prior to such suspension of service.



ELECTRIC SERVICE REGULATION NO. 5

V - MEMBER'S RESPONSIBILITY IN USING SERVICE

1. Use of Service

- a. Service shall be supplied directly to the member through MLEA's own meter, and shall be used by the member only for the purposes specified in and in accordance with the provisions of the service agreement. Service shall be for member's use only, and under no circumstances may member or member's agent, or any other individual, MLEA or corporation, install meters for the purpose of re-metering or reselling or otherwise disposing of service supplied member to lessees, tenants, or others, except in accordance with a service agreement of MLEA which specifically authorizes such use of the service. In no case shall member, except with the consent of MLEA, 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 the member. In case of such unauthorized re-metering, sale, extension, or other disposition of service, MLEA may immediately discontinue the supplying of service to the member 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 MLEA for all extra expenses incurred, including expenses for clerical work, testing and inspections.
- b. If a member obtains any part of their electric requirements from any source other than MLEA, 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. Member's Responsibility

- a. The member assumes all responsibility on the member's side of the Point of Delivery, as well as for the electrical installation and appliances used in connection therewith. Member shall hold harmless, indemnify, and defend MLEA 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 member, at or on the member's side of the Point of Delivery.

3. Access to Premises

- a. The member shall grant all necessary permission to enable MLEA to install or maintain service on the premises of the member and to carry out its contract. MLEA shall have the right through its agents, and/or employees, to enter upon the premises of the member at all reasonable times for the purpose of reading, inspecting, repairing or removing the metering devices, appliances, and wiring of MLEA and for all other purposes' incident to the supplying or discontinuance of service. In the event the member is not the owner of the premises occupied, the member shall obtain all such permissions from the owner thereof.

4. Right of Way

- a. The member, without expense to MLEA, shall make or procure conveyance to MLEA of satisfactory Right-of-Way Easements across the property owned or controlled by the member for

MLEA's line or extensions thereof necessary or incidental to the furnishing of service to the member and shall permit access thereto by MLEA's employees and/or agents.

- b. The member shall permit MLEA to trim the limbs and tops of trees to the extent that such trimming shall be reasonably necessary to avoid interference with MLEA's lines. The member 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 member 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 MLEA standards, or that might cause damage to or restrict access to the lines and facilities.



~~MOON LAKE ELECTRIC ASSOCIATION, INC. Electric Service-~~
~~ELECTRIC SERVICE REGULATION NO. 5~~ Regulation No. 5

V - MEMBER-~~CONSUMER~~'S RESPONSIBILITY IN USING SERVICE

1. ~~1.~~ Use of Service

- a. ~~A.~~ Service shall be supplied directly to the member~~Consumer~~ through MLEA~~Association's~~ own meter, and shall be used by the member~~Consumer~~ only for the purposes specified in and in accordance with ~~the~~ provisions of the ~~s~~Service ~~a~~Agreement. Service shall be for member~~Consumer's~~ use only, ~~and~~ under no circumstances may member~~Consumer~~ or member~~Consumer's~~ ~~A~~gent, or any other ~~individual, MLEA Association or corporation,~~ install meters for the purpose of re-metering or ~~reselling or otherwise disposing of service supplied memberConsumer to lessees, tenants, or others, except in accordance with a s~~Service agreement of MLEA~~Association~~ which ~~specifically authorizes such use of the service. In no case shall memberConsumer, except with- the consent of MLEA 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 the member~~Consumer~~. In case of such unauthorized re-metering, sale, extension, or other disposition of service, MLEA~~Association~~ may immediately discontinue the supplying of service to the member~~Consumer~~ until such condition or act is discontinued and full payment is made for all service supplied or used, billed on proper classification ~~and r~~Rate ~~S~~schedules. Reimbursement in full will be made to MLEA~~Association~~ for all extra ~~expenses incurred, including expenses for clerical work, testing and inspections.~~
- b. ~~B.~~ If a member~~Consumer~~ obtains any part of their~~his~~ electric requirements from any source other than ~~the~~ MLEA~~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 s~~Schedules, under special contract ~~arrangements.~~

2. ~~2.~~ Member~~Consumer's~~ Responsibility

- a. ~~A.~~ The member~~Consumer~~ assumes all responsibility on the member~~Consumer's~~ side of the Point of Delivery, ~~as well as for the electrical installation and appliances used in connection therewith. MemberConsumer shall hold harmless, indemnify, save harmless and defend the MLEA 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 memberConsumer, at or on the memberConsumer's side of the Point of Delivery.~~

3. ~~3.~~ Access to Premises

- a. ~~A.~~ The member~~Consumer~~ shall grant all necessary permission to enable ~~the~~

~~MLEA Association~~ to install ~~or~~ maintain service on the premises of the member ~~Consumer~~ and to carry out its contract. ~~The MLEA Association~~ shall have the right through its agents, and/or employees, to enter upon the premises of the member ~~Consumer~~ at all reasonable ~~times~~ for the purpose of reading, inspecting, repairing or removing the metering ~~devices~~, appliances, and wiring of ~~the MLEA Association~~ and for all other purposes' incident to the supplying or discontinuance of service. In the event the member ~~Consumer~~ is not the owner of the premises occupied, the member ~~Consumer~~ shall obtain all such permissions from ~~the owner~~ thereof.

4. ~~4.~~ Right of Way

- a. ~~A.~~ The member ~~Consumer~~, without expense to ~~the MLEA Association~~, shall make or procure conveyance to ~~the MLEA Association~~ of satisfactory Right-of-Way Easements across the property owned or ~~controlled~~ by the member ~~Consumer~~ for ~~the MLEA Association's~~ line or extensions thereof necessary or ~~incidental~~ to the furnishing of service to the member ~~Consumer~~ and shall permit access thereto by ~~the MLEA Association's~~ employees and/or agents.
- b. ~~B.~~ The member ~~Consumer~~ shall permit ~~the MLEA Association~~ to trim the limbs and tops of trees to the ~~extent~~ that such trimming shall be reasonably necessary to avoid interference with ~~the MLEA Association's~~ lines. The member ~~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. ~~C.~~ The member ~~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 ~~MLEA Association~~ standards, or that might cause damage to or restrict access to the lines and facilities.

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ELECTRIC SERVICE REGULATION NO. 6

VI - MEMBER'S INSTALLATION

1. Member's Facilities for Receiving Service

- a. All conductors and equipment including meter bases, etc. (except MLEA's meters and accessories) on the member's side of the Point of Delivery must be installed and maintained at the expense of the member. All conductor, apparatus and equipment shall comply with MLEA's specifications for electric service and meter installations which are on file at any MLEA office and are made a part of these regulations by reference. Member'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. Members shall not employ or utilize any equipment, appliance, or device so as to adversely affect MLEA's service to the member or other members. Appropriate starting devices for motors shall be installed.
- c. A member 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 member requiring single phase service of greater than 400 amperes and not more than 600 amperes will be instrument metered using current transformers per MLEA's specifications.
- d. A member 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 reasonably balance the load on all phases.
- e. A member receiving three-phase service of 200 amperes or less will be metered with standard self-contained metering. Members receiving three-phase service exceeding 200 amperes will require instrument metering per MLEA specifications.
- f. The member shall arrange their load so 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 member shall provide a suitable service entrance to the premises to be served at the point acceptable to MLEA. Such entrance facilities shall meet the requirements of the authority enforcing the local electrical code or ordinance, if any. The member shall provide a structurally sound point of attachment or support for MLEA'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 factor from monthly KVAR hours and kW hours as metered.

4. Highly Fluctuating Loads

- a. If the member uses equipment with highly fluctuating load characteristics, or having an abnormal effect on voltage, and whose operation requires MLEA to install facilities in order to protect the

quality of service to other members or to provide for short period use of power by such equipment, MLEA may provide a separate service connection and supply service thereto under the applicable schedule and Extension Policy, Regulation No. 17.

- b. MLEA reserves the right to refuse to supply service to loads of a character which may seriously impair service to any member and shall have the right to discontinue service to the member who shall continue to use appliances or apparatus detrimental to the service to any member after being notified thereof in writing by MLEA.

5. Changes in Installation

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

6. Inspection by MLEA

- a. MLEA shall have the right, but does not assume the duty, to inspect the member'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 MLEA, nor the failure by it to object to the member's installation shall render MLEA in any way liable for any injury or damage resulting from any defective installation of the member.

7. Member's Responsibility

- a. Nothing in these Electric Service Regulations shall be construed as placing upon MLEA any responsibility for the condition or maintenance of the member's wiring, current consuming devices or other equipment, and MLEA shall not be held liable for any loss or damage resulting from defects in the member'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 member.

8. Harmonic Distortion

- a. The allowable harmonic distortion current caused by any individual member as measured at the member's respective Point of Delivery shall meet 2 tests as follows:
 - i. The allowable total harmonic distortion current shall not exceed 10% of the fundamental frequency current.
 - ii. 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 MLEA, MLEA will measure the total and individual order harmonic distortion currents, and will share such information obtained with the member. The probable source of such problems will also be determined where possible.
- c. Members needing to take corrective actions to eliminate excessive harmonics and their effect on other members shall be notified of such need in writing, and shall be given 90 days following notification to make corrections which eliminate problems. If the offending member does not eliminate problems within 90 days following notification, MLEA shall, at its sole option, take corrective actions and bill the member for expenses of such corrective actions or may disconnect service.



~~MOON LAKE ELECTRIC ASSOCIATION, INC. Electric Service~~

~~Regulation No. 6-ELECTRIC SERVICE REGULATION~~ **REGULATION NO. 6**

VI - MEMBER~~CONSUMER~~'S INSTALLATION

1. 1-~~Member~~**Consumer's** Facilities for Receiving Service

- a. ~~A-~~ All conductors and equipment including meter bases, etc. (except MLEA~~Association's~~ meters and accessories) on the member~~Consumer's~~ side of the Point of Delivery must be installed and maintained at the expense of the member~~Consumer~~. All conductor, apparatus and equipment shall comply with the MLEA~~Association's~~ specifications for electric service and meter installations which are on file at any MLEA~~Association~~ office and are made~~is made~~ a part of these ~~Regulations~~ by reference. Member~~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 ~~MLEA Association~~, and with regulations of any governmental authority having jurisdiction.
- b. ~~B-~~ Member~~Consumer~~ shall not employ or utilize any equipment, appliance, or device so as to adversely affect ~~the MLEA Association's~~ service to the member~~consumer~~ or other member~~consumers~~. ~~Appropriate~~ starting devices for motors shall be installed.
- c. ~~C-~~ A member~~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 member~~consumer~~ requiring single phase service of greater than 400 amperes and not more than 600 amperes will be instrument metered using current transformers per MLEA's~~Association~~ specifications.
- d. ~~D-~~ A member~~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 reasonably~~reasonable~~ balance the load on all phases.
- e. ~~E-~~ A member~~consumer~~ receiving three-phase service of 200 amperes or less will be metered with standard self-contained metering. Member~~Consumers~~ receiving three-phase service exceeding 200 amperes will require instrument metering per MLEA~~Association~~ specifications.
- f. ~~F-~~ The member~~consumer~~ shall ~~arrange~~ ~~shall so arrange~~ their~~his~~ load so that ~~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. 2-Service Entrances and Connections

- a. ~~A-~~ The member~~Consumer~~ shall provide a suitable service entrance to the premises to be served at the point acceptable to ~~the MLEA Association~~. Such entrance facilities shall meet the requirements of the authority enforcing the local

electrical code or ordinance, if any. The member Consumer shall provide a structurally sound point of attachment or support for the MLEA Association's service conductors which will permit the clearances required by law.

3. ~~3~~ Power Factor

- a. ~~A~~ The power factor calculation shall be made by determining the average monthly power factor from monthly KVAR hours and kW hours as metered.

4. ~~4~~ Highly Fluctuating Loads

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

5. ~~5~~ Changes in Installation

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

6. ~~6~~ Inspection by MLEA Association

- a. ~~A~~ The MLEA Association shall have the right, but does not assume the duty, to inspect the member 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 MLEA Association, nor the failure by it to object to the member Consumer's installation shall render the MLEA Association in any way liable for any injury or damage resulting from any defective installation of the member Consumer.

7. ~~7~~ Member Consumer's Responsibility

- a. ~~A~~ Nothing in these Electric Service Regulations shall be construed as placing upon the MLEA Association any responsibility for the condition or maintenance of the member Consumer's wiring, current consuming devices or other equipment, and the MLEA Association shall not be held liable for any loss or damage resulting from defects in the member 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 member Consumer.

8. ~~8~~ Harmonic Distortion

- a. ~~A.~~ The allowable harmonic distortion current caused by any individual member~~consumer~~ as measured at the member~~consumer~~'s respective Point of Delivery shall meet ~~two (2)~~ tests as follows:
- i. ~~1.~~ The allowable total harmonic distortion current shall not exceed 10% of the fundamental frequency current.
 - ii. ~~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. ~~B.~~ When problems are brought to the attention of ~~the MLEA Association, the MLEA Association~~ will measure the total and individual order harmonic distortion currents, and will share such information obtained with the member~~consumer~~. The probable source of such problems will also be determined where possible.
- c. ~~C.~~ Member~~Consumer~~s needing to take corrective actions to eliminate excessive harmonics and their effect on other member~~consumer~~s 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 member~~consumer~~ does not eliminate problems within ~~ninety (90)~~ days following notification, ~~the MLEA Association~~ shall, at its sole option, take corrective actions and bill the member~~consumer~~ for expenses of such corrective actions or may disconnect service.

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ELECTRIC SERVICE REGULATION NO. 7

VII - MLEA'S INSTALLATION

1. Company's Installation

- a. Except as otherwise provided in these service regulations, in the service agreement or rate schedules, MLEA 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. MLEA, 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 member's service terminals. Only agents of MLEA are authorized to connect MLEA supply wires to member's service terminals.

2. Company Property

- a. All lines, apparatus, instruments, meters and materials furnished and installed by MLEA at its expense, within the member's premises, shall be, and remain, the property of MLEA and may be removed by MLEA upon discontinuance of service. The member shall exercise proper care to protect MLEA's property on their premises; and in the event of loss or damage to MLEA's property, arising from neglect, carelessness, or misuse by the member, the cost of necessary repairs or replacement shall be paid by the member.
- b. Service from Existing Line
 - i. Service will be supplied to the member from MLEA's nearest line of sufficient capacity and appropriate phase and voltage to furnish adequate service under the applicable rate schedules.



~~MOON LAKE ELECTRIC ASSOCIATION, INC. Electric Service~~
~~ELECTRIC SERVICE REGULATION NO. 7~~ Regulation No. 7

VII - ~~MLEA ASSOCIATION'S~~ INSTALLATION

1. ~~1.~~ Company's Installation

a. ~~A.~~ Except as otherwise provided in these ~~sService r~~Regulations, in the ~~sService r~~Service Agreement or ~~rRate s~~Rate Schedules, ~~the MLEA Association~~ will install and maintain its ~~Lines and equipment~~ 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 MLEA 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 member ~~Consumer's~~ service terminals. Only agents of ~~the MLEA Association~~ are authorized to connect ~~MLEA Association~~ supply wires to member ~~Consumer's~~ service terminals.

2. ~~2.~~ Company Property

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

b. ~~B.~~ Service from Existing Line

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



ELECTRIC SERVICE REGULATION NO. 8

VIII - METERING

1. Installation

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

2. Failure to Register

- a. If MLEA's meter fails at any time to register accurately, MLEA may estimate the member'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 the member's premises which prevent the meter from accurately recording the total amount of power and energy used on the premises, MLEA 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 member 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 MLEA to its normal operating condition. MLEA may also refuse further service or require the member to make such changes in the wiring installation as MLEA deems proper.
- b. Meter Tests and Adjustments. MLEA 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. MLEA will make special tests when requested by the member. If any such special test shows the average registration of a meter to be in error by more than 2% fast or slow, MLEA will bear the cost of the test. If the amount of error is less than 2% the member shall bear the cost of the test unless the meter has not been tested at the member's request within a 12 month period immediately preceding such request. When an average error of more than 2% is determined, MLEA will make a refund where the meter is fast and the member 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.



~~MOON LAKE ELECTRIC ASSOCIATION, INC. Electric Service~~
ELECTRIC SERVICE REGULATION NO. 8 ~~Regulation No. 8~~

VIII - METERING

1. ~~1.~~ Installation

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

2. ~~2.~~ Failure to Register

- a. ~~A.~~ If ~~the MLEA Association's meter fails~~ ~~shall fail~~ at any time to register accurately, ~~the MLEA Association~~ may estimate the member ~~Consumer's~~ pPower and eEnergy during the time of such failure on the ~~basis of the best available data~~. If any appliance or wiring connections are found on ~~the member Consumer's premises which prevent the meter from accurately recording the total~~ amount of pPower and eEnergy used on the premises, ~~the MLEA Association~~ may at once remove such wiring or appliances and may estimate the pPower and the amount of eEnergy consumed and not registered, as accurately as it is able to do so. The member ~~Consumer~~ will immediately pay for such estimated pPower and eEnergy consumption together with ~~the expense of removing any such wiring or appliances and restoring the equipment~~ ~~of the MLEA Association~~ to its normal operating condition. ~~The MLEA Association~~ may also refuse ~~further service or require the member Consumer to make such changes in the~~ ~~his~~ wiring installation as ~~the MLEA Association~~ deems proper.
- b. ~~B.~~ Meter Tests and Adjustments. MLEA ~~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 MLEA Association~~ will make special tests when requested by the member ~~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 MLEA Association~~ will bear the cost of the test ~~of test~~. If the amount of

error is less than 2% the memberConsumer shall bear the cost of the testof test unless the meter has not been tested at the memberConsumer's request within a twelve (12) month period immediately preceding such request. When an average error of more than 2% is determined, the MLEAAssociation will make a refund where the meter is fast and the memberConsumer 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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ELECTRIC SERVICE REGULATION NO. 9

IX - BILLING

1. Billing Period
 - a. Bills will be rendered regularly at monthly intervals, but may be rendered bimonthly at the option of MLEA.
2. Estimated Billing
 - a. MLEA, 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, MLEA shall render an estimated bill based on previous usage.
3. Statement Due Date
 - a. A member shall have not less than 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 member served. Members with three or more accounts may be rendered a summary billing at the option of MLEA. A summary billing shall show the computation for each delivery point. Several such computations may appear on a single page.
5. Application of Member Services Charge
 - a. Members connected within the billing cycle who use power for 10 or more days will be billed for usage plus a member services charge prorated for the number of days in the billing cycle.
 - b. Members who are disconnected will be billed for usage from the last regular reading to the disconnect date plus a member services charge prorated for the number of days in the billing cycle.
6. Selection of Rate Schedule
 - a. Where optional rate schedules are available, MLEA will assist the member, upon request, in the selection of the rate schedule most favorable to the member for the members service requirements. The recommendation to the member will be based on their statement of the class of service required, the amount and manner of use, and other pertinent information. MLEA shall not be liable for any errors in connection 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 MLEA's billing personnel.
 - b. MLEA's billing 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 1% per month or 12% annual percentage rate applied to the unpaid balance.
- c. Interest will be charged on balances due after 30 days from the date of the bill.



~~MOON LAKE ELECTRIC ASSOCIATION, INC. Electric Service~~
~~ELECTRIC SERVICE REGULATION NO. 9~~ ~~Regulation No. 9~~

IX - BILLING

1. ~~1.~~ Billing Period
 - a. ~~A.~~ Bills will be rendered regularly at monthly intervals, but may be rendered bimonthly at the option of the MLEA Association.
2. ~~2.~~ Estimated Billing
 - a. ~~A.~~ The MLEA Association, at its option, may use an estimated billing procedure.
 - b. ~~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 MLEA Association shall render an estimated bill based on previous usage.
3. ~~3.~~ Statement Due Date
 - a. ~~A.~~ A member 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. ~~4.~~ Separate Billing for Each Point of Delivery
 - a. ~~A.~~ At each point of delivery, the use of service shall be metered and billed separately for each member consumer served. Member Consumers with three or more accounts may be rendered a ~~s~~summary ~~b~~Billing at the option of the MLEA Association. A ~~s~~Summary ~~b~~Billing shall show the ~~=~~computation for each delivery point. Several such computations may appear on a single page.
5. ~~5.~~ Application of Member Consumer Services Charge
 - a. ~~A.~~ Member Consumers connected within the billing cycle who use power for ~~ten (10)~~ or more ~~=~~days will be billed for usage plus a member Consumer services charge prorated for the number of days in the billing cycle.
 - b. ~~B.~~ Member Consumers who are disconnected will be billed for usage from the last regular reading to the disconnect date plus a member Consumer services charge prorated for the number of days in the billing cycle.
6. ~~6.~~ Selection of Rate Schedule
 - a. ~~A.~~ Where optional ~~r~~Rate ~~s~~Schedules are available, the MLEA Association will assist the ~~=~~ member Consumer, upon request, in the selection of the ~~r~~Rate ~~s~~Schedule most favorable to the member ~~him~~ for the member's ~~his~~ service requirements. The recommendation to the member Consumer will be based on his statement of the class of service required, the amount and manner of use, and other ~~=~~ pertinent information. The MLEA Association shall not be liable for any errors in connection therewith.

7. ~~7.~~ Disputed Bill

- a. ~~A.~~ In disputing any part of a periodic billing statement, an account holder shall first attempt to resolve the issue by discussion with ~~the MLEA Association's~~ billing ~~collection~~ personnel.
- b. ~~B.~~ ~~The MLEA Association's~~ billing ~~collections~~ personnel shall investigate any disputed issue and shall attempt to resolve that issue by negotiation.
- c. ~~C.~~ If such negotiation does not resolve the dispute, the account holder may obtain information and formal review of the dispute by the ~~r~~Regulatory body of the ~~s~~State.
- d. ~~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. ~~8.~~ Interest Charge

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

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ELECTRIC SERVICE REGULATION NO. 10

X - EQUAL PAYMENTS PLAN

1. Members who have been served under the Residential Service schedule R-1 phase for 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 members 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 Members
 - a. The member shall agree to pay a monthly amount equal to 1/11 of the most recent 12 months billing plus a percentage increase to cover known rate increases.
3. Equal Payments Plan for Delinquent Members
 - a. The member shall agree to pay a monthly amount equal to 1/11 of the most recent 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 MLEA but in less than 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 member 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 member 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.



~~MOON LAKE ELECTRIC ASSOCIATION, INC. Electric Service-
Regulation No.10-ELECTRIC SERVICE REGULATION NO. 10~~

X - EQUAL PAYMENTS PLAN

1. ~~1. memberConsumers~~ Members who have been served under the Residential Service ~~phase~~-schedule R-1 phase 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 memberConsumers 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. ~~2. Equal Payments Plan for Non-Delinquent MemberConsumers~~
 - a. ~~A.~~ The memberConsumer 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. ~~3. Equal Payments Plan for Delinquent MemberConsumers~~
 - a. ~~A.~~ The memberConsumer 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 MLEA Association~~ but in less than ~~twelve (12)~~ months.
4. ~~4. Time Period~~
 - a. ~~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 memberConsumer must pay any debit balance appearing on his account. Credit balances may be applied to future billing or may be refunded.
5. ~~5. Delinquency~~
 - a. ~~A.~~ A memberConsumer 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. ~~6. Upon termination of service the entire amount due shall be paid.~~

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ELECTRIC SERVICE REGULATION NO. 11

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 member services charge, wrong rate schedule, wrong tax rate, or any other errors.
2. In the event a member is incorrectly billed, the incorrect bill shall be calculated back to the date the error occurred but for a period not to exceed 24 months.
3. The payment of any back billing on the part of a member or refunding on the part of MLEA may be subject to negotiation between the parties involved but under no circumstances will MLEA include interest charges in the back billing nor pay interest in making a refund.



~~MOON LAKE ELECTRIC ASSOCIATION, INC. Electric Service~~
~~Regulation No. 11~~

ELECTRIC SERVICE REGULATION NO. 11

XI - ADJUSTMENTS OF ERRORS

- ~~1.~~ ~~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 member ~~Consumer~~ services charge, wrong rate schedule, wrong tax rate, or any other errors.
- ~~2.~~ ~~2.~~ In the event a member ~~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.~~ ~~3.~~ The payment of any back billing on the part of a member ~~consumer~~ or refunding on the part of ~~the MLEA Association~~ may be subject to negotiation between the parties involved but under no ~~circumstances~~ will ~~the MLEA Association~~ include interest charges in the back billing nor pay ~~interest~~ in making a refund.

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ELECTRIC SERVICE REGULATION NO. 12

XII - TERMINATION OF SERVICE

1. Reasons for Termination

- a. A. For any default or breach of these regulations or the terms of the applicable tariff, MLEA may suspend the service where the default occurred. MLEA reserves the right to terminate electric service without notice where in its judgment there is:
 - i. A clear emergency or serious health or safety hazard.
 - ii. Unauthorized use of or diversion of service.
 - iii. Tampering with MLEA owned equipment
- b. Among other things MLEA may terminate service after giving proper notice for:
 - i. Failure to pay electric bills when due.
 - ii. Failure to pay deposits within the specified period.
 - iii. Failure to comply with the terms of a deferred payment agreement.
 - iv. Subterfuge or furnishing of false information in connection with obtaining electric service.
 - v. Failure to maintain in good order the service entrance facilities or equipment owned by the member.
 - vi. Use of equipment adversely affecting MLEA's service to its other members.
 - vii. Refusal of reasonable access to property to the agents or employees of MLEA 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 notice by the member 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, MLEA will continue or restore residential electric service for the period set forth in the physician's statement or 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. MLEA will not terminate service to a residence in which the account holder or resident is known by MLEA 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 MLEA. Thereupon MLEA 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, MLEA, 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, MLEA's billing 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 10 calendar days prior to a proposed termination of electric service. The 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:
 - i. A statement of the member's rights and remedies under existing state law and Commission regulations;
 - ii. The Commission approved policy on termination for MLEA;
 - iii. The availability of deferred payment agreements and sources of possible financial assistance including, but not limited to, all state and federal energy assistance programs;
 - iv. Informal and formal procedures to dispute bills and to appeal adverse decisions, including the Commission's address and telephone number;
 - v. Specific steps that may be taken by the member to avoid termination (printed in a conspicuous fashion);
 - vi. The date by which payment arrangements must be made to avoid termination;
 - vii. The cause for discontinuance of service.
- c. Third Party Notifications
 - i. MLEA will send duplicate copies of 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. MLEA 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
 - i. 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 MLEA, MLEA 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. Member Requested Termination

- a. The member shall advise MLEA 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 MLEA 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 no 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 member to MLEA to disconnect service, MLEA will disconnect the service within four working days of the requested disconnect date. The member 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 member.

6. Reconnection Conditions and Fees

- a. Once service is terminated under the provisions of this regulation, it will only be restored if the member 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 service hours and \$100.00 after regular service 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.



~~MOON LAKE ELECTRIC ASSOCIATION, INC. Electric Service~~
~~Regulation No. 12~~ ELECTRIC SERVICE REGULATION NO. 12

XII - TERMINATION OF SERVICE

1. ~~1.~~ Reasons for Termination

- a. A. For any default or breach of these regulations or the terms of the applicable tariff, MLEA ~~Association~~ may suspend the service where the default occurred. MLEA ~~Association~~ reserves the right to terminate electric service without notice where in its judgment there is:
 - i. ~~1.~~ A clear emergency or serious health or safety hazard.
 - ii. ~~2.~~ Unauthorized use of or diversion of service.
 - iii. ~~3.~~ Tampering with MLEA ~~Association~~ owned equipment
- b. ~~B.~~ Among other things ~~the MLEA Association~~ may terminate service after giving proper notice ~~for~~:
 - i. ~~1.~~ Failure to pay electric bills when due.
 - ii. ~~2.~~ Failure to pay deposits within the specified period.
 - iii. Failure to comply with the terms of a deferred payment agreement.
~~3. Failure to comply with the terms of a deferred payment agreement.~~
 - iv. ~~4.~~ Subterfuge or furnishing of false information in connection with obtaining ~~electric service.~~
 - v. ~~5.~~ Failure to maintain in good order the service entrance facilities or equipment ~~owned by the member consumer~~
 - vi. ~~6.~~ Use of equipment adversely affecting ~~the MLEA Association's~~ service to its other member~~consumers.~~
 - vii. ~~7.~~ Refusal of reasonable access to property to the agents or employees of ~~the MLEA Association~~ for the purpose of inspecting the facilities or for testing, ~~reading, maintaining or removing meters.~~

2. ~~2.~~ Termination – Divorce

- a. ~~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. ~~3.~~ Terminations – Health and Safety

- a. Residential electric service may not be terminated, and will be restored upon written notice by the member~~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 MLEA 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 MLEA Association~~ will not terminate service to a residence— in which the account holder or resident is known by ~~the MLEA 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 MLEA Association~~. Thereupon— ~~the MLEA Association~~ will mark and identify all meter boxes where such equipment is used.

4. ~~4~~ Notice Requirements Preceding Termination

- a. ~~A~~—An electric service bill which has remained unpaid beyond the statement due date is a— delinquent account. When an account is delinquent, ~~the MLEA 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 MLEA Association's~~ billing/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. ~~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:
 - i. ~~1~~—A statement of the member/~~Consumer's~~ rights and remedies under existing state law— and Commission regulations;
 - ii. The Commission approved policy on termination for MLEA;
 - iii. The availability of deferred payment agreements and sources of possible financial assistance including, but not limited to all state and federal energy assistance programs;
 - iv. Informal and formal procedures to dispute bills and to appeal adverse decisions, including the Commission's address and telephone number;
 - v. ~~5~~—Specific steps that may be taken by the member/~~Consumer~~ to avoid termination— (printed in a conspicuous fashion);
 - vi. ~~6~~—The date by which payment arrangements must be made to avoid termination;
 - vii. ~~7~~—The cause for discontinuance of service.
- c. ~~C~~—Third Party Notifications
 - i. ~~1~~—~~The MLEA 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 MLEA 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. ~~D~~—Master Metered Services
 - i. ~~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 MLEA Association, the MLEA 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. ~~5-~~Member~~Consumer~~ Requested Termination

- a. ~~A-~~The member~~Consumer~~ shall advise ~~the MLEA 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 MLEA 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 none~~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~~=~~ member~~Consumer~~ to~~the~~ MLEA~~Association~~ to disconnect service, ~~the MLEA Association~~ will disconnect the service within four working days of the requested disconnect date. The member~~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 member~~consumer~~.

6. ~~6-~~Reconnection Conditions and Fees

- a. ~~A-~~Once service is terminated under the provisions of this regulation, it will only be~~=~~ restored if the member~~Consumer~~ pays the amount due or makes a Deferred Payment~~=~~ Agreement to cover the amount due.
- b. ~~B-~~The amount due shall include a reconnect fee of not less than \$50.00 during regular~~=~~ service hours and \$100.00 after regular ~~service~~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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ELECTRIC SERVICE REGULATION NO. 13

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 MLEA's business office within 48 hours after service has been reconnected. A written copy of the deferred payment agreement shall be given to the member.

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 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, MLEA 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 MLEA.



~~MOON LAKE ELECTRIC ASSOCIATION, INC. Electric Service~~ ¶

~~Regulation No. 13~~

ELECTRIC SERVICE REGULATION NO. 13

XIII - DEFERRED PAYMENT PLAN

1. ~~1~~ Applicability

- a. ~~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 MLEA 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 member Consumer.

2. ~~2~~ Terms

- a. ~~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. ~~3~~ Breach

- a. ~~A~~ If an applicant or account holder breaches any condition or term of the deferred payment agreement, ~~The MLEA 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 MLEA Association.

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ELECTRIC SERVICE REGULATION NO. 14

XIV - DIVERSION OF ELECTRIC ENERGY

1. Power Diversion Defined

- a. The taking of electric energy without the approval and knowledge of MLEA shall be classified into two categories:
 - i. Category I
 1. Member 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.
 - ii. Category II
 1. Member obtains power by placing energy consuming devices ahead of the meter or by tampering or interfering with wires, devices or equipment connected to MLEA's distribution system. Also included are damage to, alteration, or obstruction of any MLEA 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 member in whose name service is being rendered or by the person benefiting 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 member or to any other person for the member's use at the same location or any location until the following conditions have been met:
 - i. 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 MLEA.
 4. Paid for any damaged equipment owned by MLEA.
 - ii. 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 MLEA.
 4. Paid for any damaged equipment owned by MLEA.
 - iii. MLEA shall prosecute any case at its discretion but will prosecute on the third offense by any member.

4. A member suspected of power diversion shall receive a written warning of possible consequences of power theft.



~~MOON LAKE ELECTRIC ASSOCIATION, INC.~~

~~Electric Service #~~

~~Regulation No.14~~

ELECTRIC SERVICE REGULATION NO. 14

XIV - DIVERSION OF ELECTRIC ENERGY

1. ~~1.~~ Power Diversion Defined

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

i. ~~1.~~ Category I

1. ~~1.~~ Member ~~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

ii. ~~2.~~ Category II

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

2. Responsibility for Diversion

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

3. ~~3.~~ Penalty for Diversion

- a. ~~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 member ~~Consumer~~ or to any other person for the member ~~Consumer's~~ use at the same location or any location until the following conditions have been met:

i. ~~1.~~ Category I

1. ~~1.~~ Paid all electric bills due including payment for the kWh registered after the unauthorized usage began.
2. ~~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. ~~3.~~ Paid a security deposit in the amount determined by ~~the MLEA Association~~.
4. ~~4.~~ Paid for any damaged equipment owned by ~~the~~

~~MLEA Association.~~

- ii. 2. Category II
 1. ~~1.~~ Paid all electric bills due including an estimate for the ~~unregistered~~ power, service calls, employee time and equipment use.
 2. ~~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. ~~3.~~ Paid a security deposit in the amount determined by ~~the MLEA Association.~~
 4. ~~4.~~ Paid for any damaged equipment owned by ~~the MLEA Association.~~
 - iii. ~~3.~~ The ~~MLEA Association~~ shall prosecute any case at its discretion but will prosecute ~~on the third offense~~ ~~offence~~ by any member ~~consumer~~.
4. ~~4.~~ A member ~~consumer~~ suspected of power diversion shall receive a written warning of possible consequences of power theft.

~~Effective Date: July 1, 2010 Page | 23~~



ELECTRIC SERVICE REGULATION NO. 15

XV - DEPOSITS

1. Deposits

- a. In accordance with the conditions stated below, MLEA may require from its members 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 MLEA as stated in MLEA's Electric Service Regulation No. 17.
- b. Any member that has an average monthly electric bill of 10,000.00 or more may be required to provide MLEA an ongoing Assurance Bond for a value that will meet or exceed the average 2 month electric bills.
 - i. Residential Members
 1. In accordance with the conditions specified below, Residential Members may be required to make security deposits. Such deposits shall be the greater of an estimated 60 day peak billing period at the premises; or \$225.00 for members taking service on Electric Service Schedule R-1 and R-3. 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. Members Applying for Residential Electric Service. A security deposit will be required from any prospective member applying for residential service meeting one of the following criteria:
 - a. Has engaged in subterfuge or furnished false credit information.
 - b. 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 member of MLEA within the past 24 months or is not listed by the credit rating agency used by MLEA.
 - c. Fails to provide the following information:
 - i. Member name
 - ii. Service address
 - iii. Previous address
 - iv. Social security number, driver's license number, or a government issued picture identification
 - v. Name of a relative, relationship, and phone number; or personal reference and phone number
 - vi. Employer phone number, if employed
 - vii. 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.
 - d. Has been a member of MLEA and left a premises with an unpaid delinquent account.
 - e. Fails to achieve an acceptable credit evaluation (as determined by MLEA)

from the credit rating agency used by MLEA.

ii. Current Residential Members

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 member who is subject to termination and a 10 day written notice of disconnection has been issued. A current residential member will be allowed to pay the security deposit in at least three equal installments. Prior to termination, MLEA will not require a deposit from a member 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.

iii. Contributions from Third-Party Sources

1. Monies received by MLEA from third-party sources (such as state, tribal, and private non-profit organization assistance programs) to aid a member in the payment of electric service billings shall not be applied toward the payment of a security deposit, unless authorized by the individual assistance program, but shall be applied to reduce the cost of the home electric service received.

iv. Third-Party Guarantees

1. Third-party guarantees in lieu of security deposits shall be permitted from qualified guarantors. MLEA shall consider a guarantor of residential service qualified if the guarantor is a current member of MLEA and has not received a 10 day written notice of disconnection within the last 12 months.

c. Non-residential members

- i. MLEA may require at any time, from any non-residential member, a security deposit intended to guarantee payment of bills. Such deposit shall not exceed the amount of an estimated average 60 days bill at the premises. MLEA will accept a guarantee satisfactory to MLEA or a bond.
- ii. The security deposit may be waived for applicants who establish a good credit rating with MLEA.

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 12 months or sooner at the option of MLEA unless the member has received three or more 10 day written notices of disconnection within the last 12 months. Upon final settlement of the member's account, any unused balance of deposit with accrued interest, if any, will be refunded to the member minus any final balance due to MLEA. Interest on member's deposit shall cease upon discontinuance for any reason of member's service.

3. Non-Payment of Bills

- a. A member or former member of MLEA, 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 greater of an estimated 60 day peak billing period at the premises; or \$225.00. Such applicants 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.



~~MOON LAKE ELECTRIC ASSOCIATION, INC. Electric Service ¶~~

~~Regulation No.15 ¶~~

ELECTRIC SERVICE REGULATION NO. 15

XV - DEPOSITS

1. ~~¶~~ Deposits

a. ~~A.~~ In accordance with the conditions stated below, ~~the MLEA Association~~ may require from its ~~member 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 MLEA Association as stated in the MLEA Association's Electric Service Regulation No. 17.~~

b. ~~B.~~ Any member ~~Consumer~~ that has an average monthly electric bill of ~~ten thousand dollars (\$10,000.00) or more~~ may be required to provide ~~the MLEA Association~~ an ongoing ~~Assurance Bond~~ for a value that will meet or exceed the average ~~two (2) month~~ electric bills.

i. ~~¶~~ Residential Member ~~Consumers~~

1. ~~¶~~ In accordance with the conditions specified below, Residential Member ~~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 member ~~Consumers~~ taking service on Electric Service Schedule R-1 and R-3. 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. ~~2.~~ Member ~~Consumers~~ Applying for Residential Electric Service. A security ~~deposit~~ will be required from any prospective member ~~Consumer~~ applying for residential service meeting one of the following criteria:

a. ~~a.~~ Has engaged in subterfuge or furnished false credit information.

b. ~~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 member ~~Consumer~~ of ~~the MLEA Association~~ within the past ~~twenty (24) months~~ or is not listed by the credit rating agency used by ~~the MLEA Association~~.

c. ~~ii.~~ Fails to provide the following information:

i. ~~¶~~ Member ~~Consumer~~ name

ii. ~~2.~~ Service address

iii. ~~3.~~ Previous address

- iv. ~~4.~~ Social security number, driver's license number, or a government issued picture identification
 - v. ~~5.~~ Name of a relative, relationship, and phone number; or ~~p~~Personal reference and phone number
 - vi. ~~6.~~ Employer phone number, if employed
 - vii. ~~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.
- d. ~~iii.~~ Has been a member ~~Consumer~~ of ~~the MLEA Association~~ and left a premises with an unpaid delinquent account.
 - e. ~~iv.~~ Fails to achieve an acceptable credit evaluation (as determined by ~~the MLEA Association~~) from the credit rating agency used by ~~the MLEA Association~~.
- ii. ~~2.~~ Current Residential Member ~~Consumers~~
 - 1. ~~1.~~ In addition to deposits which may be required pursuant to ~~p~~Paragraph 3. (Non-Payment of Bills) below, a deposit may be required from any residential member ~~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 member ~~Consumer~~ will be allowed to pay the security deposit in at least three equal installments. Prior to termination, ~~the MLEA Association~~ will not require a deposit from a member ~~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.
 - iii. ~~3.~~ Contributions from Third-Party Sources
 - 1. ~~1.~~ Monies received by the Company from third-party sources (such as state, tribal, and private non-profit organization ~~HEAT, REACH, SHARE, identifiable contributions from religious organizations, or other similar public~~ assistance programs) to aid a member ~~Consumer~~ in the payment of electric service billings shall not be applied toward the payment of a security deposit, unless authorized by the individual assistance program, but shall be applied to reduce the cost of the home electric service received.
 - iv. ~~4.~~ Third-Party Guarantees
 - 1. ~~1.~~ Third-party guarantees in lieu of security deposits shall be permitted from qualified guarantors. ~~The MLEA Association~~ shall consider a guarantor of residential service qualified if the guarantor is a current member ~~Consumer~~ of ~~the MLEA Association~~ and has not received a ~~ten (10) day~~ written notice of disconnection within the last ~~twelve (12) months~~.
- c. ~~C.~~ Non-residential member ~~Consumers~~
 - i. ~~1.~~ ~~The MLEA Association~~ may require at any time, from any ~~n~~Non-Residential member ~~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 MLEA Association~~ will accept a guarantee satisfactory to ~~the MLEA 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.~~

- ii. ~~2.~~The security deposit may be waived for applicants who establish a good credit rating with ~~the MLEA Association~~

2. ~~2.~~Interest

- a. ~~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 MLEA Association~~ unless the member~~Consumer~~ has- received three or more ~~ten (10)~~ day written notices of disconnection within the last ~~twelve (12)~~ months. Upon final settlement of the member~~Consumer~~'s account, any unused balance- of deposit with accrued interest, if any, will be refunded to the member minus any final balance due to MLEA. ~~will be returned to the memberConsumer less such amount as shall then be due to the MLEA Association by the memberConsumer for service rendered.~~ Interest on- member~~Consumer~~'s deposit shall cease upon discontinuance for any reason of member~~Consumer~~'s- service.

3. ~~3.~~Non-Payment of Bills

- a. ~~A.~~A member~~Consumer~~ or former member~~Consumer~~ of ~~the MLEA 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 ~~greater~~ of- an estimated ~~sixty (60)~~ day peak billing period at the premises; or \$225.00. Such ~~applicants~~~~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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ELECTRIC REGULATION NO. 16

XVI - IDLE SERVICES

1. Definition: An idle service is an installation where electric power is available but not being utilized.
2. MLEA shall have the option of removing facilities which have not been used for 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.



~~MOON LAKE ELECTRIC ASSOCIATION, INC. Electric Service ¶~~

~~Regulation No.16~~

~~ELECTRIC REGULATION NO. 16~~

~~XVI - IDLE SERVICES~~

- ~~1. ¶~~ Definition: An "idle service is an installation where electric power is available but not being utilized.
- ~~2. ¶~~ MLEA 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. A.~~ The service is under contract and the monthly payments are ~~c~~Currently paid.
 - ~~b. 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.

~~Effective Date: July 1, 2019 Page | 27~~



ELECTRIC SERVICE REGULATION NO. 17

XVII - LINE EXTENSION POLICY

1. General Information

a. General Provisions

i. Service Coverage

1. MLEA will provide electric service to all applicants within the boundaries of its service area under the terms and conditions herein and MLEA's regulations.

ii. Routes, Easements and Right-of-Way

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

iii. Ownership of Facilities

1. MLEA will own, operate and maintain all Line Extensions made under this policy.

iv. Estimates

1. Verbal estimates are not binding on MLEA. Formal written estimates will be provided to applicants as they are available upon request.

v. Underground Line Extensions

1. The applicant is responsible for and must furnish the excavation, bedding material as required, and backfill of trenches according to MLEA's specifications. This shall include location and proper protection of all existing underground facilities at the time of excavation.
2. MLEA's installation of a primary distribution line will usually be along front lot lines in subdivisions and mobile home parks.

vi. Relocation of Lines

1. MLEA 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. MLEA will relocate any poles, anchors, or other facilities located on public right-of-way in accordance with the 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 MLEA's facilities or their location.

vii. Restrictions

1. Notwithstanding the provisions of this regulation, the extension of MLEA'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

- i. Line Extension
 1. Shall mean power line facilities and equipment (including transformer(s) and meter), either Primary and/or Secondary Voltages, constructed beyond MLEA's existing facilities that will supply electrical service to an applicant's Point of Delivery.
- ii. Extension Costs
 1. Are MLEA'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.
- iii. 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 MLEA at any specified location.
- iv. Permanent Service
 1. Shall mean electrical service to a specified location where the permanency of the service can be reasonably assured.
- v. 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 services (except that defined hereinafter as "Temporary") where the permanency cannot reasonably be assured.
- vi. 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.
- vii. 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 MLEA or its contractor(s).
- viii. Contribution-in-Aid to Construction
 1. Contribution shall mean payment made to MLEA for estimated Line Extension costs paid by the applicant.
- ix. Primary Voltage
 1. Shall mean voltage in excess of 600 volts.
- x. Secondary Voltage
 1. Shall mean voltage less than 600 volts.

2. Financial Arrangements for Line Extensions

a. General Provisions

- i. MLEA will construct Line Extensions for any member 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
 - i. For Line Extensions serving Residential, General Service and Irrigation rate schedules, a cost estimate up to \$5,000 shall be considered firm pricing and no adjustments will be calculated. For such Line Extension estimates exceeding \$5,000, if the actual cost is less than the estimate by \$100 or more, then a refund will be issued by MLEA.
 - ii. 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, MLEA will refund the difference. If actual costs exceed the contribution, the applicant will be required to pay the difference when required within the written agreement accepted by both parties prior to construction.
- c. Excess Capacity
 - i. If MLEA elects to install excess capacity in the primary extension to an applicant for future use by additional members, MLEA shall bear the incremental costs to install excess capacity above that normally required to serve the applicant. Excess capacity is usually obtained through installation of an increased conductor size and stronger structures.

3. Applicant-Built Line Extensions

- a. General
 - i. The applicant may contract with a properly licensed contractor in the respective state other than MLEA 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 MLEA before starting construction of an Applicant-Built Line Extension. When the Applicant-Built Line Extension has been completed and MLEA approves it, MLEA will connect it to MLEA's facilities and assume ownership.
- b. Liability and Insurance
 - i. The applicant assumes all risks for the construction of an Applicant-Built Line Extension. Before starting construction, the applicant must furnish a certificate naming MLEA as an additional insured for a minimum of \$1,000,000. The applicant may cancel the policy after MLEA accepts ownership of the Line Extension.
- c. Advance for Design, Specifications, Material Standards and Inspections
 - i. The applicant must advance MLEA's estimated costs for design, specifications, material standards and inspections. When the applicant has completed construction, MLEA 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 MLEA will accept and energize the Line Extension. If the actual costs are less than the applicant's advance, MLEA will refund the difference.
 - ii. MLEA 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, MLEA may require that an inspector be continuously present whenever installation work is done.
- d. Construction Standards
 - i. The Applicant-Built Line Extension must be constructed in accordance with MLEA's current construction standards for design, specifications, and material standards along MLEA's selected route. Otherwise, MLEA will not accept or energize the Applicant-Built Line Extension.
- e. Rights-of-Way and Title
 - i. The applicant must provide to MLEA all required rights-of-way, easements, an unencumbered title for Applicant-Built Line Extension facilities, and permits on MLEA forms or forms acceptable to MLEA, notarized, and in writing prior to the Applicant-Built Line Extension being energized.
- f. Transfer of Ownership
 - i. Upon approval of the construction by MLEA and following receipt of required written documentation as required by MLEA, MLEA will assume ownership of and energize the

Applicant-Built Line Extension.

g. Deficiencies in Construction

- i. If within 24 months of the time MLEA energized the Line Extension, MLEA 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, MLEA may require that the applicant provide a faithful performance bond before the applicant begins construction.

4. Standard Fees and Charges

a. Application Fees

- i. MLEA 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 MLEA’s Board of Directors.
- ii. When an Application Fee is paid by the member and the Line Extension is completed, the Application Fee will be credited towards the final costs of the Line Extension.

b. System Capacity Charges

- i. All new service location account requests that require a Line Extension to provide service will be charged a one-time System Capacity Charge.
- ii. The System Capacity Charge will be based on the member’s installed transformer capacity at each location, whether it is single phase or three phase, as well as, which rate schedule the member will be served.
- iii. System Capacity Charges can be determined from the following table:

		RATE SCHEDULES				
Service Size		R-1	GS-1, GS-3, R-3	I	IS-1, IS-4 to IS-7	LP, LPI, LPS
1-PHASE	100	\$204	\$204	\$153	\$1,071	\$918
	200	\$306	\$306	\$383	\$2,679	\$2,296
	320	\$765	\$765	\$765	\$5,357	\$4,592
	400	\$765	\$765	\$765	\$5,357	\$4,592
	600	\$1,020	\$1,020	\$1,020	\$7,143	\$6,122
	800	\$1,531	\$1,531	\$1,704	\$11,929	\$10,224
	1000	\$1,531	\$1,531	\$1,704	\$11,929	\$10,224
	1200	\$2,041	\$2,041	\$2,551	\$17,857	\$15,306
	1400	\$2,041	\$2,041	\$2,551	\$17,857	\$15,306
	1600	\$3,408	\$3,408	\$2,551	\$17,857	\$15,306
2000	\$3,408	\$3,408	\$3,398	\$23,786	\$20,388	
3-PHASE	100	\$0	\$612	\$306	\$5,357	\$4,592
	125	\$0	\$918	\$459	\$8,036	\$6,888
	200	\$0	\$1,531	\$765	\$10,714	\$9,184
	400	\$0	\$2,296	\$1,148	\$16,071	\$13,776
	600	\$0	\$3,061	\$0	\$21,429	\$18,367
	800	\$0	\$4,592	\$0	\$35,714	\$30,612
	1000		\$4,592		\$35,714	\$30,612
	1200	\$0	\$6,122	\$0	\$53,571	\$45,918
	1400		\$6,122		\$53,571	\$45,918
	1600		\$10,204		\$71,429	\$61,224
	2000	\$0	\$10,204	\$0	\$71,429	\$61,224
	2500		\$15,306		\$107,143	\$91,837
	3000		\$15,306		\$107,143	\$91,837



~~MOON LAKE ELECTRIC ASSOCIATION, INC. Electric Service~~ ¶
~~Regulation No. 17~~

ELECTRIC SERVICE REGULATION NO. 17

XVII - LINE EXTENSION POLICY

1. ~~1~~-General Information

a. ~~A~~-General Provisions

i. ~~1~~-Service Coverage

1. ~~1~~-Moon Lake Electric-MLEAAssociation will provide electric service to all ~~a~~-Applicants within the boundaries of its service area under the terms and conditions herein and ~~the~~-MLEA'sAssociation Regulations.

ii. ~~2~~-Routes, Easements and Right-of-Way

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

iii. ~~3~~-Ownership of Facilities

1. 1. ~~The~~-MLEAAssociation will own, operate and maintain all Line Extensions ~~made under this p~~Policy.

iv. ~~4~~-Estimates

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

v. ~~5~~-Underground Line Extensions

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

2. ~~2~~-~~The~~-MLEAAssociation's installation of a primary distribution line will ~~usually be along front lot lines in subdivisions and mobile~~

home= parks.

vi. ~~6.~~ Relocation of Lines

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

vii. ~~7.~~ Restrictions

1. ~~1.~~ Notwithstanding the provisions of this ~~r~~Regulation, the extension of= ~~the MLEA 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. ~~B.~~ Definitions

i. ~~1.~~ Line Extension

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

ii. ~~2.~~ Extension Costs

1. ~~1.~~ ~~Aa~~ Are ~~the MLEA 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.

iii. ~~3.~~ Applicant

1. ~~1.~~ ~~Ss~~ Shall mean, but is not limited to, any individual, partnership, association= ~~association~~, firm, public or private corporation, or governmental= agency requesting electrical service from ~~the MLEA Association~~ at any= specified location.

iv. ~~4.~~ Permanent Service

1. ~~1.~~ ~~s~~ Shall mean electrical service to a specified location where the permanency of the service can be reasonably assured.

v. ~~5.~~ Indeterminate Service

1. ~~1.~~ ~~s~~ 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 aApplicant will not be the user of service, locations where there is little or no immediate demand for service, and other services (except that defined hereinafter as "Temporary") where the permanency cannot reasonably be assured.

- vi. ~~6-~~Temporary Service
 - 1. ~~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.
- vii. ~~7-~~Applicant-Built Line Extension
 - 1. ~~1-~~ Shall mean a primary or secondary voltage line extension constructed for an aApplicant by the aApplicant's licensed contractor other than ~~the MLEA Association~~ or its contractor(s).
- viii. ~~8-~~Contribution-in-Aid to Construction
 - 1. ~~1-~~ (~~Contribution~~) shall mean payment made to ~~the MLEA Association~~ for ~~estimated~~ Line Extension costs paid by the aApplicant.
- ix. ~~9-~~Primary Voltage
 - 1. ~~1-~~ Shall mean voltage in excess of 600 volts.
- x. ~~10-~~Secondary Voltage
 - 1. ~~1-~~ Shall mean voltage less than 600 volts.

2. ~~2-~~Financial Arrangements for Line Extensions

a. ~~A-~~General Provisions

- i. ~~1-~~ ~~The MLEA Association~~ will construct Line Extensions for any member ~~Consumer~~ when the ~~estimated~~ cost of the Line Extension is paid for prior to any work ~~commencing~~.
 - 1. ~~1-~~Large Industrial Loads
 - a. ~~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. ~~B-~~Adjustment of Constructions Contributions

- i. ~~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 MLEA Association~~.
- ii. ~~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 MLEA Association~~ will refund ~~the difference~~. If actual costs exceed the ~~contribution~~, the aApplicant will be ~~required~~ to pay the difference when required within the ~~written~~ ~~written~~ ~~Agreement~~ ~~accepted~~ by both parties prior to construction.

c. ~~C-~~Excess Capacity

- i. ~~1-~~ If ~~the MLEA Association~~ elects to install excess capacity in the primary extension ~~to an aApplicant~~ for future use by additional member ~~consumers~~, ~~the MLEA Association~~ shall ~~bear~~ the incremental costs to install excess

capacity above that normally required to serve the applicant. Excess capacity is usually obtained through installation of an increased conductor size and stronger structures.

3. Applicant-Built Line Extensions

a. General

i. The Applicant may contract with a properly licensed Contractor in the respective State other than the MLEA 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 MLEA Association before starting construction of an Applicant-Built Line Extension. When the Applicant-Built Line Extension has been completed and the MLEA Association approves it, the MLEA Association will connect it to the MLEA Association facilities and assume ownership.

b. Liability and Insurance

i. 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 MLEA Association as an additional insured for a minimum of \$1,000,000. The Applicant may cancel the policy after the MLEA Association accepts ownership of the Line Extension.

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

i. The Applicant must advance the MLEA Association's estimated costs for design, specifications, material standards and inspections. When the Applicant has completed construction, the MLEA 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 MLEA Association will accept and energize the Line Extension. If the actual costs are less than the Applicant's advance, the MLEA Association will refund the difference.

ii. The MLEA 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 MLEA Association may require that an inspector be continuously present whenever installation work is done.

d. Construction Standards

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

e. Rights-of-Way and Title

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

f. Transfer of Ownership

i. Upon approval of the construction by the MLEA Association and

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

g. ~~G~~-Deficiencies in Construction

- i. ~~1~~-If within ~~twenty-four (24)~~ months of the time the MLEA Association energized the Line Extension, the MLEA 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 MLEA Association may require that the Applicant provide a faithful performance bond before the Applicant begins construction.

4. ~~4~~-Standard Fees and Charges

a. ~~A~~-Application Fees

- i. ~~1~~-The MLEA 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 MLEA Association's Board of Directors.
- ii. ~~2~~-When an Application Fee is paid by the member Consumer and the Line Extension is completed, the Application Fee will be credited towards the final costs of the Line Extension.

b. ~~B~~-System Capacity Charges

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

- iv. ~~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	

		RATE SCHEDULES				
	Service Size	R-1	GS-1, GS-3, R-3	I	IS-1, IS-4 to IS-7	LP, LPI, LPS
1-PHASE	100	\$204	\$204	\$153	\$1,071	\$918
	200	\$306	\$306	\$383	\$2,679	\$2,296
	320	\$765	\$765	\$765	\$5,357	\$4,592
	400	\$765	\$765	\$765	\$5,357	\$4,592
	600	\$1,020	\$1,020	\$1,020	\$7,143	\$6,122
	800	\$1,531	\$1,531	\$1,704	\$11,929	\$10,224
	1000	\$1,531	\$1,531	\$1,704	\$11,929	\$10,224
	1200	\$2,041	\$2,041	\$2,551	\$17,857	\$15,306
	1400	\$2,041	\$2,041	\$2,551	\$17,857	\$15,306
	1600	\$3,408	\$3,408	\$2,551	\$17,857	\$15,306
	2000	\$3,408	\$3,408	\$3,398	\$23,786	\$20,388
3-PHASE	100	\$0	\$612	\$306	\$5,357	\$4,592
	125	\$0	\$918	\$459	\$8,036	\$6,888
	200	\$0	\$1,531	\$765	\$10,714	\$9,184
	400	\$0	\$2,296	\$1,148	\$16,071	\$13,776
	600	\$0	\$3,061	\$0	\$21,429	\$18,367

	800	\$0	\$4,592	\$0	\$35,714	\$30,612
	1000		\$4,592		\$35,714	\$30,612
	1200	\$0	\$6,122	\$0	\$53,571	\$45,918
	1400		\$6,122		\$53,571	\$45,918
	1600		\$10,204		\$71,429	\$61,224
	2000	\$0	\$10,204	\$0	\$71,429	\$61,224
	2500		\$15,306		\$107,143	\$91,837
	3000		\$15,306		\$107,143	\$91,837

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ELECTRIC SERVICE REGULATION NO. 18

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 members receiving power from the seller within the city, municipality or governmental body imposing said tax.



~~MOON LAKE ELECTRIC ASSOCIATION, INC. Electric Service ¶
Regulation No. 18~~

ELECTRIC SERVICE REGULATION NO. 18

XVIII - TAXES

1. ~~¶~~Taxes added to Electric Bills

- a. ~~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 ~~members~~ Consumers~~-~~ receiving power~~-~~ from the seller within the city, municipality or governmental body imposing said tax.

~~Effective Date: July 1, 2019 Page | 36~~



ELECTRIC SERVICE REGULATION NO. 19

XIX - CONNECTION OF SERVICE

1. Service Connections

- a. A service connection shall be made at the request of any potential member who has fulfilled the 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. Connection fees for regular service hours shall be charged according to the applicable tariff. Regular service hours shall be defined as follows:
 - i. 7AM - 4 PM Monday through Friday

3. After Hours Connect Fee

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



~~MOON LAKE ELECTRIC ASSOCIATION, INC. Electric Service~~
~~Regulation No. 19~~

~~ELECTRIC SERVICE REGULATION NO. 19~~

~~XIX - CONNECTION OF SERVICE~~

~~1. Service Connections~~

- ~~a. A service connection shall be made at the request of any potential memberConsumer 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. Connection fees for regular service hours shall be charged according to the applicable tariff. No charge shall be required for service connections during regular working hours. Regular serviceworking hours shall be defined as follows:~~

~~i. Four Day Work Week~~

~~7AM - 4:30 PM Monday through FridayThursday~~

~~8AM - 4:30 PM Friday~~

~~ii. Five Day Work Week~~

~~8 AM - 4:30 PM Monday through Friday~~

- ~~iii. The MLEAAssociation shall post and advertise the semi-annual shifts between 4 Day and 5 Day Work Weeks.~~

~~3. After Hours Connect FeeCharge~~

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

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