



Customer Service Rules And Rate Schedules

Approved by Heber Light and Power Board

Chairman
Revised March 18, 2008

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Heber Light and Power

Electric Service Rule No. 1

GENERAL PROVISIONS

Purpose

The purpose of these Electric Service Rules (“Rules”) is to establish and enforce uniform practices and procedures governing eligibility, fees, deposits, account billing, termination, and deferred payment agreements and to provide for the safe and efficient delivery of electric service to the Company’s Customers in a manner consistent with prudent utility practices.

A. Company’s Responsibilities.

As set forth in detail in these Rules, the Company has the following responsibilities to its Customers:

1. In a manner consistent with these Rules, the Company shall provide qualified Customers with Electric Service without regard to employment, occupation, race, handicap, creed, sex, national origin, marital status, or number of dependents.
2. The Company shall comply with and be bound by these Rules.
3. The Company shall prominently display these Rules in the Company’s business office and shall, upon request, provide a Customer a copy of these Rules and assist a Customer in obtaining a Spanish translation of these Rules.
4. The Company shall advise Customers, upon request of potential source(s) of financial assistance in paying their electric bill.
5. The Company shall not disconnect a Customer’s Electric Service without first complying with the Company’s Policy on Termination of Electric Service.
6. The Company shall attempt to resolve all Customer complaints through the procedures set forth in these Rules.

B. Customer’s Responsibilities.

As set forth in detail in these Rules, the Customer has the following responsibilities:

1. The Customer shall use the Electric Service safely, and shall comply with and be bound by these Rules.
2. The Customer shall notify the Company of his/her intention to move to another residence or location, or to vacate the place where the Electric Service is provided.

3. The Customer shall allow the Company access to his/her property, at reasonable times, for meter readers and other essential Company personnel and equipment.
4. The Customer shall immediately contact the Company if the Customer has any problem with the Electric Service, billing or other matters.
5. The Customer shall pay all amounts due the Company for Electric Services and other services or work by the specified due date. If the Rules do not state a charge for such services or work, the Customer shall pay the Company's out-of-pocket cost of providing the service or work.

C. Applicability of Rules.

1. The Company's delivery and the Customer's acceptance of Electric Service shall be deemed to constitute an agreement by and between the Company and Customer, to be bound by these Rules, regardless of whether the Company and Customer have signed an Application, Service Agreement or Special Service Contract.
2. These Rules are hereby made a part of each Application, Service Agreement or Special Service Contract. In case of a conflict between any of the provisions of the Application or Service Agreement, on the one hand, and the provisions of the Rules, on the other hand, the Rules shall govern. Special Service Contracts due to their uniqueness incorporate and supersede these rules.
3. The Company may, from time to time, amend, add or delete from this document at its discretion.

D. Dispute Resolution.

1. If a dispute arises between the Customer and Company concerning either party's compliance with the Rules including the Electric Service, billings, or related matters, the Customer shall submit the dispute to the Company for resolution pursuant to the following procedure:
 - a. A Customer with a complaint, including a complaint concerning billings for Service charges, shall, within 30 days of the incident or billing date, notify the Company, in writing, of the grounds of the complaint.
 - b. Upon receipt of the written complaint, the Company's business office shall investigate the complaint and shall try to resolve the dispute through negotiation. If the matter cannot be resolved, the Company shall notify the Customer of the termination of negotiations and shall serve the notice by mail or personal delivery to the Customer.
 - c. Within five business days of the notice of termination of negotiations, the Customer may request review of the complaint by the Company Manager or his designee by requesting a review in writing. The designee may be any Company employee, except for the staff personnel who made the initial review. The Company Manager or his designee shall meet with the Customer who will be given an opportunity to provide relevant information. If the

Manager and the Customer cannot resolve the matter, the Manager or his designee shall notify the Customer of the termination of further negotiations.

d. Within five business days of the notice of termination of further negotiations, the Customer may petition the Power Board in writing for review by sending a written request address to Heber Light and Power Company Power Board, 31 South 100 West, Heber City, Utah 84032. The Power Board will consider the matter at a regular or special meeting. The Customer will be given notice of the meeting at least five business days in advance and will be given the opportunity to provide relevant information. The Board will thereafter notify the Customer in writing of its decision, which shall be final.

2. The Company may refuse to consider complaints:

a. If the Customer fails to timely submit the requests or petitions required by this Procedure for Complaint Resolution, or

b. If the complainant does not provide documents, data or other information requested by the Company, to evaluate the complaint, within five business days of the Board's request, or in a reasonably or expeditiously possible timeframe, if they cannot be provided within five business days.

3. If the dispute concerns payment for or termination of Electric Service, the Company shall not terminate Electric Service while the Dispute Resolution Procedure is proceeding, provided that the Customer has paid any undisputed amounts. Notwithstanding the foregoing, the Company may terminate Electric Service under Part A(2) of the Policy on Termination of Service.

E. Notices.

1. Manner of Delivery. The Company and Customer shall deliver all notices, requests, statements, or payments, required by the Rules, by hand-delivery, United States mail, overnight courier service, facsimile or electronic mail.

2. Effective Date. Notice by facsimile, electronic mail, or hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a business day, and otherwise shall be effective at the close of business on the next business day. Notice by overnight United States mail or courier shall be effective on the next business day after it was sent.

3. Place of Delivery. Notice to the Company shall be sent to Heber Light & Power Company, 31 South 100 West, Heber City, Utah 84032. Notice to the Customer shall be sent to the address shown on the Customer's application, unless changed through written notification to the Company.

F. Definitions.

The capitalized terms used in these Customer Rules shall have the meanings found in Appendix A.

HEBER LIGHT AND POWER

Electric Service Rule No. 2

APPLICATION FOR ELECTRIC SERVICE.

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

1. Application. An Applicant may apply for Electric Service by completing and executing an Electric Service Application, by paying the Connection Fee, and by agreeing to be bound by these Rules.
2. Implied Service Agreement In the absence of a signed application, agreement or contract, the delivery of Electric Service by the Company and the acceptance thereof by the Customer shall be deemed to constitute an agreement by and between the Customer and the Company.
3. Payment for Past Electric Service The Applicant shall submit with the application, cash or certified funds for the full amount of any Outstanding Amounts due the Company for past Electric Service.
4. Denial of Service If the Applicant does not submit a completed and executed Electric Service application, does not pay the connection fee, or does not pay the Outstanding Amounts, the Company shall deny the Applicant Electric Service. In addition, the Company may deny Electric Service: (a) when unsafe conditions exist, (b) when the Applicant has furnished false information to obtain the Electric Service, (c) when the Applicant has tampered with Company equipment, such as meters and lines, (d) when Special Electric Service or service is requested that HLP does not want to provide or (e) when the Applicant fails to pay any required deposit.
5. Joint Applications If two or more Applicants apply for Electric Service for one location, each Applicant shall be jointly and severally liable for the Electric Service, and the Company shall only send one bill to the address on the Application.
6. Deposits The Company may require the Applicant to provide a deposit to secure timely payment for electrical service. The deposit shall be held by Heber Light and Power for a period of time determined by Heber Light and Power. If cash is provided to satisfy the amount of the deposit, the amount will accumulate interest based on Heber Light and Power's annual average interest rate on its General Fund. Interest earned will be credited to the

Customer's account annually. The deposit will be equal to 2 months maximum billing or if billing history is not sufficient, two months estimated maximum billing.

Electric Service Schedule Precedence

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

Selection and Changes of Electric Service Schedule

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

Eligibility for Residential Service

Residential Electric Service is to be conditioned upon payment of deposits where required, and of all outstanding debts for past electric service which are owed by the applicant to the Company. However, an applicant unable to pay a delinquent account balance may be eligible to enter into a deferred payment agreement. Residential service shall be provided to an applicant without consideration of an outstanding debt which was incurred prior to the commencement of a divorce or separate maintenance action in the courts and which was in the name of a former spouse. An applicant is ineligible for service if at the time of application, the applicant is cohabiting with a delinquent account holder, previously terminated for non-payment, and the applicant and delinquent account holder also cohabited during the time the delinquent account holder received the utility's service, whether such service was received at the applicant's present address or another address. Electric service may, however, be denied at any time where unsafe conditions exist or where the applicant has given false information in connection with any utility service application or tampered with utility meters, lines, or other Company property.

Availability of Facilities

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

Service Agreement for Rental Property

1. Service Agreement. Before the Company provides Electric Service to a rental property, the owner of the rental property must execute a Service Agreement setting forth the terms and conditions of such service and requiring the owner to abide by these Rules.
2. Sale of Rental Property. If the owner sells the rental property, the owner shall remain liable under the Service Agreement until the owner fulfills its obligation under the Service Agreement and notifies the Company of the sale. The Company may discontinue Electric Service to the building, if the new owner does not sign a new Service Agreement.
3. Notice of Vacancy. The owner of a rental property shall notify the Company of a vacancy within 7 days of discovering the vacancy. If the owner fails to timely notify the Company of the vacancy, the owner shall pay a fee of up to \$50.00 and shall pay any Service Charges incurred after the tenant vacated the rental property.
4. Customer Status. An owner, who owns a rental property connected to the Company's system under an executed Service Agreement, is a "Customer" under these Rules.
5. Electric Service to Tenant/Occupant. The Company will provide Electric Service to qualified tenants of units with Separate Meters, if the tenant submits an Application and pays the connection fee. The tenants shall be a "Customer" for the purpose of these Rules.

Change of Occupancy

Notice The Customer shall give the Company five business days advance notice of its intent: (a) to vacate the property, (b) to change its ownership, or (c) to change occupancy.

Liability for Charges If the Customer fails to provide such notice, the Customer shall be liable for all Electric Service provided to the property until the Company has had a reasonable opportunity to terminate the service.

Transfer of Service. When a change of occupancy occurs, the outgoing Customer will be held responsible for all service supplied at the location until such notice has been received by the Company. Transfer of service requires that the person to whom the service is to be transferred make application to

the Company, qualify as a Customer and agree to assume responsibility for the billing for service, including minimums, from that date forward.

Heber Light and Power

Electric Service Rule No. 3

BILLING AND PAYMENT

Meters are read by Heber Light and Power each month and the rates, contained in Appendix C, are applied to the kilowatt hour consumption to arrive at the billing amount. Bills are rendered to all customers receiving Electric Service on a monthly basis. The balance is payable on the due date identified on the bill. For more information on payment of overdue accounts refer to Appendix B – Termination of Electric Service - Delinquent Accounts.

Heber Light and Power accepts many forms of payment. Cash, check, debit cards, credit cards (Visa MasterCard and American Express), Xpress Bill Pay, Metavante, Checkfree as well as automated debits from customers' bank accounts. Payments can be made at the office of Heber Light and Power, Monday to Friday 8am to 5pm or 24 hours a day by using the drop box located on the building. **Do not place cash in the Drop Box, only checks.**

Heber Light and Power also offers an Equalized Payment Program to provide customers with a monthly payment that is same each month for eleven months. In the twelfth month the account is reconciled with actual usage and the customer is either billed an additional amount to settle the account or receives a credit for overpayment. Customers are only permitted to begin the Equalized Payment Program in September of each year.

Heber Light and Power

Electric Service Rule No. 4

SPECIAL SERVICE CONTRACTS

Special Service Contracts may be necessary due to unique circumstances when the standard Electric Service Schedules do not apply. A Special Service Contract is the Electric Service Schedule with respect to the customer to which it applies since it establishes the pricing provisions and conditions under which Electric Service is provided to that customer. All Special Service Contracts must be approved by the Power Board. Conflicts between a Special Service Contract and the Rules of which the Company is aware will be specified when the contract is presented to the Power Board. In the case of a conflict between any of the provisions of a Special Service Contract and these Rules, the provisions of the Special Service Contract shall take precedence over the Rules. An Applicant requesting that the Company provide Special Electric Service shall comply with the following requirements and shall provide a description of the Special Electric Services required.

Deposit

Before the Company begins its review of the Application for Special Electric Service, the Customer shall deposit with the Company an amount equal to the Company's estimate of (i) its costs of processing the Application and (ii) of reviewing and verifying any information provided by the Customer in connection with the Application. The Company may withdraw from the deposit, amounts necessary to pay its costs, and shall return to the Customer any deposit amounts not used to pay such costs. The Company may, from time-to-time, increase the amount of the deposit to cover anticipated costs.

Company Approval

The Company Manager shall review and approve or reject the Application for Special Electric Service, based on his/her determination of whether the Company's provision of the Special Electric Service is consistent with the safe, efficient, and economic operation of the system. If the Company Manager approves the Application for Special Electric Service, the approval may be subject to such conditions and the payment of such fees as determined by the Company Manager.

Special Electric Service Contract

Before the Company approves a request for Special Electric Service, the Applicant shall execute an appropriate Special Service Contract setting forth the terms under which the Company will deliver and the Applicant will purchase the Special Electric Service.

The Special Service Contract and any modifications or amendments shall: (1) only be binding on the Company when and executed by a duly authorized officer of the Company and the Applicant, and (2) be to the benefit of and be binding upon the heirs, administrators, executors, successors in interest and assigns of the Company and of the Applicant.

Unless the parties expressly agree otherwise in the Special Service Contract:

- a. the Special Service Contract shall remain valid at the end of its term from month-to-month until either the Company or the Customer provides 30 days notice in writing of its intent to terminate, and
- b. in the event of a conflict between the provisions of a Special Service Contract and these Rules including the Electric Service Schedules, the provisions of the Special Service Contract shall take precedence over these Rules.

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

Heber Light and Power

Electric Service Rule No. 5

SUPPLY AND USE OF ELECTRIC SERVICE

1. Supply of Service

Unless otherwise specifically provided in the electric service schedule or contract, the Company's rates are based upon the furnishing of electric service to the Customer's premises at a single Point of Delivery and at a single voltage and phase classification.

(a) Individual Customer

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

Should the Customer request service from the Company through more than one Point of Delivery, or request service from the Company at more than one voltage or phase, each service connection will be separately metered and billed.

(b) Reactive Power

All electric service schedules contained in these rules are based upon the Customer minimizing his/her reactive power load.

The reactive kilovolt-ampere demands may be determined either by permanently installed instruments or by test. When determined by test, the resulting reactive demand will remain in effect until a new test is made. When reactive power correction equipment is installed by the Customer, such equipment must be connected and switched in a manner acceptable to the Company.

(c) Un-metered Service

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

2. Customer's Use of Service

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

3. Service to Commercial Tenants

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

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

With the exception of Customers who receive Electric Service for mobile home and house trailer park service, Customers with established master metering facilities which predate the implementation of the Master Metering standards specified in Electric Service Regulation No. 13, or Customers who have been exempted from the Master Metering standard may allocate the total electric bill to individual units receiving electric power through their master meter. Such allocation is to be made on an equitable basis and no costs may be added to the total amount billed through the master meter.

4. Continuity of Service

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

- (a) Causes beyond the Company's reasonable control including, but not limited to, accident or casualty, fire, flood, drought, wind, action of the elements or other acts of God, court orders, litigation, breakdown of or damage to facilities of the Company or of third parties, strikes or other labor disputes, civil, military or governmental authority, electric disturbances originating on or transmitted through electrical systems with which the Company's system is interconnected and acts or omissions of third parties.
- (b) Repair, maintenance, improvement, renewal or replacement of facilities, or any discontinuance of service which, in the Company's judgment, is necessary to permit repairs or changes to be made in the Company's generating, transmission or distribution facilities or to eliminate the possibility of damage to the Company's property or to the persons or property of others. To the extent practicable, such work, repairs or changes shall be done in a manner which will minimize inconvenience to the Customer and whenever practicable, the Customer shall be given reasonable notice of such work, repairs or changes.
- (c) The Company may institute automatic or manual actions which in its sole judgment are necessary or prudent to protect the performance, integrity, reliability or stability of the Company's electric system or any electrical system with which it is interconnected. Such actions shall include, but shall not be limited to, the operation of automatic or manual protection

equipment installed in the Company's electrical system, including, without limitation, such equipment as automatic relays, generator controls, circuit breakers and switches.

Heber Light and Power

Electric Service Rule No. 6

SERVICE ENTRANCES AND CONNECTIONS

Attachment To Company Facilities

The Company will supply the exterior connection (service connection) between the Company's facilities and the Point of Delivery. The Customer shall provide a suitable service entrance to the premises to be served at the point specified by the Company. The Customer shall also provide a stationary and structurally sound support for the interconnection of the Company's and the Customer's facilities. The support shall be at a mutually agreeable location on the Customer's premises. If more than one point of delivery is required to furnish electric power and energy to a Customer, then either (1) each service connection shall be separately metered and billed, or (2) the Company may establish the point of delivery on its transformer platform or other structure and install one set of metering equipment.

Metering Equipment

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

Clearances

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

Heber Light and Power Electric Service Rule No. 7

CUSTOMER'S LOAD AND OPERATION

Protection of Customer's Equipment

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

Protection of the Company's Equipment and other Customers

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

Customers with Self-Generation

Service will be furnished to a Customer with self-generation only by written agreement. Such agreement shall specify the terms and conditions governing the furnishing of service including the Company's Parallel Generation Interconnection Requirements. The Customer's generating facilities will be allowed to be interconnected with the Company's facilities upon compliance with the provisions of this agreement and upon acceptance by the Company of a performance test for proper interconnection equipment operation. It shall be the responsibility of the Customer to supply all equipment, including but not limited to, transfer switches, disconnects, overload protection, and any other protective devices necessary to safely connect to and operate from another power source. The Customer shall be liable for all costs and liability associated with any damage or injury resulting from using another power source. (Also refer to Electric Service Rule 14 – Net Metering)

Maintenance of Customer's Facilities

Installation and maintenance of all facilities beyond the point of delivery, except metering equipment, shall be at the expense and responsibility of the Customer except under conditions specified by the Company in writing. If a Customer requests a service call and the problem is with the Customer's facilities, the Company may charge for the service call.

Highly Fluctuating Loads

If Customer uses welding machines, X-ray apparatus, elevators or other equipment with highly fluctuating load characteristics, or having an abnormal effect on voltage, and whose operation requires the Company to install transformer capacity or other equipment in order to protect the quality of service to other Customers or to provide for short period use of power by such equipment, the Company may require this customer to be billed using demand based rates or other remedies as required to protect other customers and company equipment.

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

Balancing of Load

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

Refusal of Service

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

- (a) when the Customer's wiring or facilities are in the Company's judgment unsafe or hazardous to the Customer or others or found to be in violation of applicable laws, ordinances, rules or regulations.
- (b) where such connection or service will adversely affect or impair the service to its other Customers.
- (c) where the applicant or Customer has not complied with state, municipal or Company regulations.
- (d) until the Customer is advised by proper authority that the wiring and utilization equipment to be served have been inspected and passed by the controlling public inspection authority, where inspection is required by local ordinance or other authorized procedures. Any affidavits or certificates of inspection required by law must be furnished before service is connected.

Company Liability

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

Heber Light and Power

Electric Service Rule No. 8

COMPANY'S INSTALLATION

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

Company Facilities on Customer's Premises

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

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

(c) The Customer shall permit access by the Company's representatives at all hours to maintain electric distribution facilities on the Customer's premises. The Customer shall permit the Company to trim trees and other vegetation to the extent necessary to avoid interference with the Company's lines and to protect public safety.

(d) The Customer shall give the Company the right to enter the Customer's premises, at reasonable times, for the purpose of reading meters, inspecting, repairing or removing metering devices and wiring of the Company.

Heber Light and Power Electric Service Rule No. 9

TERMINATION OF ELECTRIC SERVICE

A. Customer's Termination of Electric Service.

1. Customer Occupied Property

Unless expressly provided otherwise in the Special Service Contract, the Customer may terminate Electric Service to property occupied by the Customer by giving the Company 5 days notice of his/her intent to terminate. The termination shall be effective, 3 business days after the notice.

2. Non-Customer Occupied Property.

a. If a Customer requests termination of Electric Service provided through a Master Meter to property that is not the Customer's, the Customer shall notify the Company at least 10 Business Days prior to the proposed termination date, and shall sign a statement that the request for termination is not a means of evicting the occupants. Alternatively, the Customer may sign a statement that there are no occupants at the residence for which termination of Service is requested and thereupon the disconnection may occur within four days of the requested disconnection date.

b. The Company shall provide the notices required by mail, if the Customer requests termination.

B. Company's Termination of Electric Service.

The Company may terminate Residential and Commercial Service pursuant to the Company's Termination Policy in Appendix B.

Heber Light and Power

Electric Service Rule No. 10

CUSTOMER'S USE OF ELECTRIC SERVICE

The Customer shall only use the Electric Service for the purposes specified in the Application or Service Agreement and applicable Electric Service Schedule or Schedules.

The Company supplies Electric Service for the exclusive use of the Customer at the location identified in the Application or Service Agreement. The Customer shall not extend the Customer's electric facilities to service other persons or premises and shall not resell Electric Service to any other person or entity.

The Customer shall not obtain electric power or energy from any source other than the Company unless the Company provides prior written approval. The Customer acknowledges that unauthorized use of such other sources could result in severe bodily injury or death to the public, Company employees or the Customer, and could damage or destroy Company or Customer equipment or property.

Heber Light and Power

Electric Service Rule No. 11

COMPANY'S ELECTRIC SERVICE

A. Point of Delivery of Electric Service.

- (1) Unless expressly provided in a Service Agreement, the Company's rates are based upon the furnishing of Electric Service to a single Point of Delivery and at a single voltage and phase classification.
- (2) Except as provided in Paragraph 3 below, the Company shall deliver Electric Service to a separate Point of Delivery for each separate building on a single parcel of ground owned by the Customer, and shall separately charge the Customer for each such Point of Delivery as a separate account.
- (3) As provided in a Service Agreement, the Company may furnish Electric Service through one Point of Delivery to a group of Buildings owned by a single Customer, provided that the buildings are located on a single parcel of ground owned by the Customer and not divided by a dedicated street, highway or other public thoroughfare or railway.
- (4) If a Service Agreement provides for Electric Service through more than one Point of Delivery, or at more than one voltage or phase, each service connection will be separately metered and billed.
- (5) Notwithstanding anything in this section to the contrary, the Company reserves the right to refuse to provide Electric Service at more than one point of delivery or at more than one voltage or phase.

Heber Light and Power

Electric Service Rule No. 12

DISCLAIMER OF WARRANTIES AND LIMITATION OF REMEDIES

No Guarantee of Continuity of Service.

An inherent aspect of the electric service industry is that, at times, there will be some degree of failure, interruption, suspension, curtailment or fluctuation of electric service. The company does not guarantee constant or uninterrupted delivery of electric service and shall have no liability to its customers or any other persons for any interruption, suspension, curtailment or fluctuation in electric service or for any loss or damage caused thereby.

No Warranties.

Without limiting the generality of the preceding paragraph, there is no warranty of merchantability or fitness for a particular purpose, and any and all implied warranties are disclaimed.

Restriction on Damages.

Neither party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise. It is the intent of the parties that the limitations herein imposed on remedies and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any party, whether such negligence be sole, joint or concurrent, or active or passive.

Heber Light and Power

Electric Service Rule No. 13

METERING

Installation

All meter locations and provisions for connecting metering equipment are subject to approval by the Company. Meter locations shall be consistent with good engineering and safety practices and shall comply with appropriate codes and standards.

The Company will install, own and maintain all meters and other metering devices (excluding the meter base\cabinets) necessary for measuring the electric power and energy used by the Customer.

Separate premises, even though owned by the same Customer, will not be supplied through the same meter, except as may be specifically provided for in the applicable electric service schedule.

Demand meters may be installed at the Company's option on any account when the nature of the Customer's equipment and operation indicates that a demand meter may be required for correct application of the electric service schedule.

When multiple meters are installed at a location with multiple units, it is the developer/owner's responsibility to permanently, and correctly, label each meter base for the associated service address. The Company may check such meter installations to verify they are correctly labeled. The Company will charge a Meter Verification Fee to the developer/owner for each meter installation checked. In the event all meters are labeled correctly for each unit the Company will waive the Meter Verification Fee for that building.

When a complaint is received from a customer (landlord or tenant) or government agency of possible switched meters, the Company will check such meter installations to verify that they are correctly labeled. The Company will charge the Meter Verification Fee to the owner for each meter installation checked. If all meters at a building are correctly labeled for each unit the Company will waive the Meter Verification Fee for that building.

If a developer/owner or landlord requests the Company to verify or certify that each meter base is labeled correctly, including when locations with multiple units are sold, the Company will charge the party requesting such verification or certification the Meter Verification Fee.

Meter Tests

The Company will test and inspect its meters from time to time and maintain their accuracy of registration in accordance with generally accepted practices. Upon request, the Company shall promptly and without charge, test the accuracy of a customer's meter.

If the meter has been tested within 12 months preceding the date of the request, the Company may

require the customer to make a deposit. The deposit shall not exceed the estimated cost of performing the test. If the meter is found to have an error of more than two percent of the tested capacity, the deposit shall be refunded; otherwise, the deposit may be retained by the Company as a service charge. Customers shall be entitled to observe tests, and the Company shall provide test reports to customers.

In the event of a dispute, the customer may request a referee test in writing. The Power Board may require the deposit of a testing fee. Upon filing of the request and receipt of the deposit, if required, the Power Board shall notify the Company to arrange for the test. The Company shall not remove the meter prior to the test without Power Board approval. The meter shall be tested in the presence of a Power Board representative, and if the meter is found to be inaccurate by more than two percent of tested capacity, the customer's deposit shall be refunded; otherwise, it shall be retained.

Bill Adjustments for Meter Error and Failure to Register

(a) Meter Error

If a meter tested is more than two percent fast, the Company shall refund to the customer the overcharge based on the corrected meter readings for the period the meter was in use, not exceeding six months, unless it can be shown that the error was due to some cause, the date of which can be fixed.

If a meter tested pursuant to this section is more than two percent slow, the Company may bill the customer for the estimated power and energy consumed but not covered by the bill for a period not exceeding six months unless it can be shown that the error was due to some cause, the date of which can be fixed.

(b) Failure to Register

If any meter fails to register correctly the amount of electric power or energy used by the Customer, the amount of such use will be estimated by the Company from the best available information. If a meter does not register, the Company may bill the customer for the estimated power and energy used but not registered for a period not exceeding three months. If the Company finds that the meter has been tampered with, the Customer shall pay for such estimated usage together with the expense for restoring the Company's equipment to its normal operating condition and correcting Company billing records.

Master Metering

(a) Master Metering Standard

To the extent determined appropriate under Paragraph (2) below, master metering of electric service in the case of new buildings shall be prohibited or restricted to the extent necessary to carry out the purposes of the Public Utility Regulatory Policies Act of 1978 (P.U.R.P.A.).

Separate metering shall be determined appropriate for any new building for purposes of Paragraph (1) above if:

there is more than one unit in such building;

the occupant of each such unit has electric energy used in such unit; and

with respect to such portion of electric energy used in such unit, the long-run benefits to the electric consumers in such building exceed the costs of purchasing and installing separate meters in such building.

(b) **Automatic Exemptions to the Master Metering Standard**

Separate individual metering is not required for:

Those portions of transient multiple occupancy buildings and transient mobile home parks normally used as temporary domiciles in such buildings as hotels, motels, dormitories, rooming houses, hospitals, nursing homes and those mobile home park sections designated for travel trailers;

Residential unit space in multiple occupancy buildings where all space heating, water heating, ventilation and cooling are provided through central systems and where the electric load within each unit that is controlled by the tenant is projected to be 250 kWh or less per month and where the utility has been provided reasonable substantiation of the load projection;

Common building areas such as hallways, elevators, reception and or washroom, security lighting areas subject to alteration with change in tenants as evidenced by temporary as distinguished from permanent type of load bearing wall and floor construction separating the commercial unit spaces and non-energy intensive as evidenced by connected loads other than space heating, water heating, and air-conditioning of five (5) watts or less per square foot of occupied space.

(c) **Exemptions Requiring a Cost-Effectiveness Test**

Cases not covered under "automatic exemptions" will be granted an exemption if they meet the cost effectiveness test guidelines described in the Utah Administrative Code R746-210-3. The burden of proof rests with the customer who seeks an exemption.

(d) **Exemptions by Appeal**

In the event the customer disagrees with the Company's determination of the exemption, such dispute shall be resolved by the Commission.

(e) **Sub-metering as an Alternative to Individual Metering**

Other than the exemptions listed above, there are no circumstances where sub-metering is an acceptable alternative to individual metering under the constraints of PURPA.

Heber Light and Power

Electric Service Rule No. 14

NET METERING

1. Availability

Net metering service is available to residential Customers of Heber Light & Power who own and operate a generating facility subject to the conditions set forth within this document.

Allowable generating facilities include: Hydro, Solar and Wind

All other types of Net Metering Generation including Commercial Generation will be considered on an individual basis. Please contact Heber Light & Power customer service at 435-654-1581 or visit our website at <http://www.heberpower.com> for more information.

The Application can be downloaded at www.heberpower.com/net-metering-application.pdf

2. Definitions

a. Net Metering

Net metering allows for the flow of electricity both to and from the Customer through a single, bi-directional meter. Net metering allows Customers to use their own approved generation to offset their consumption over a billing period.

b. Net Metering Facility

A customer generating facility meeting the requirements as described below:

1. Generating capacity shall not exceed 25 kilowatts
2. Generating facility shall be located on Customer's premises
3. Generating facility shall be solar, wind or hydro
4. Interconnection shall operate in parallel with Heber Light & Power's distribution system.
5. Generating facility shall be solely intended to offset part or all of a Customer's own electrical requirements exclusively.

c. Avoided Cost

The costs that Heber Light & Power avoids not by purchasing power from the market; the amount of money that Heber Light & Power would need to spend for the next increment of electric generation to produce or purchase elsewhere the power that it instead buys from a co-generator or small power

producer.

d. Excess Energy

Any electrical energy generated by the net metering facility that is surplus to the simultaneous electrical usage of the Customer is termed “excess energy”. This electrical energy flows through a bi-directional meter and onto Heber Light & Power’s distribution system.

e. Net Excess Energy

Net Excess Energy is the total amount of excess energy generated during an entire billing cycle. The Net Excess Energy is the amount that will be credited to the customer’s account at the end of each billing cycle. Net excess energy credits will be settled at the end of each calendar year.

f. Renewable Energy Credits (RECS)

Renewable Energy Certificates (RECs), also known as Green tags, Renewable Energy Credits, or Tradable Renewable Certificates (TRCs), are tradable environmental commodities in the United States which represent proof that 1 megawatt hour of electricity was renewable (generated from an eligible renewable energy resource).

3. General Provisions for Net Metering Service

a. Interconnection and Net Metering Service

Heber Light & Power shall allow interconnection of net metering facilities to its system. Any equipment required beyond Heber Light & Power’s standard residential metering will be charged to the Customer in accordance with applicable state and federal regulations.

b. Interconnection Requirements

A net metering system installed by a Customer shall include, at the Customer’s expense, all equipment necessary to meet applicable safety, power quality, and interconnection requirements established by the National Electrical Code (NEC), National Electrical Safety Code (NESC), the Institute of Electrical and Electronic Engineers (IEEE) and Underwriters Laboratories (UL).

c. Allowable Level of Net Metering Generation

Heber Light and Power will continually monitor the aggregate level of net metering generation connected to Heber Light & Power’s system to ensure its safe and efficient operation. As a result, Heber Light & Power will consider all requests for interconnection on a “first come, first serve basis”.

d. Fees

Residential Customers installing net metering service will be charged \$150.00 for the bi-directional meter. The Customer will be charged for any expenses associated with modifying Heber Light & Power's system in order to interconnect the net metering facility.

e. Crediting of Net Excess Energy

Any net excess electrical energy generated by the Customer and supplied to Heber Light & Power's system shall be credited to the Customer's account that is connected to the net metering facility. The Customer shall be credited in accordance with **Section "f"** for any "net excess energy" at the end of each billing cycle and will have their "net excess energy" settled at the end of each calendar year.

f. Renewable Energy Credits (RECs)

When the Customer receives RECs they have the option of transferring ownership of those RECs to Heber Light & Power. If the Customer chooses to transfer ownership of their RECs to Heber Light & Power, the Customer will be paid for their net excess generated electricity at the current Residential Retail Rate *. If the Customer chooses to retain ownership of their RECs they will be paid for their net excess generated electricity at the current avoided cost "feed in" rate*.

Heber Light & Power would prefer to have the Customer transfer ownership of their REC's to Heber Light & Power however, it is ultimately the Customer's decision.

*See Heber Light and Power's Rate Schedule

4. Approval and Inspection

a. Prior to Interconnection

Any Customer desiring a Net Metering Connection must make application with and receive approval, from Heber Light & Power. The customer must complete a form with applicable information about the interconnection for accounting and safety purposes. All modifications or improvements required to Heber Light & Power's distribution system due to the Customer's generating facility shall be paid for by the customer.

After installation of the customer-generating facility and prior to production of energy, the customer-generating facility shall first be inspected and approved by City and/or County Inspectors to insure the facility meets all zoning, building and electrical codes. The Customer must also obtain any necessary City and/or County permits and pay all applicable fees.

Upon City and/or County approval, Heber Light & Power will perform the final inspection of the customer-generating facility to ensure compliance with Heber Light and Power's interconnection

standards.

It is the Customer's responsibility to install the customer-generating equipment in order to conform with all applicable net metering codes and standards including but not limited to NEC, NESC, UL and IEEE. Any code infractions will be required to be corrected by the Customer before Interconnection will be allowed.

b. After Interconnection

Heber Light & Power shall have the right to inspect a customer-generating facility after interconnection approval is granted, at reasonable hours and with reasonable prior notice to the Customer. If Heber Light & Power discovers that the customer-generating facility is not in compliance with the requirements of this policy, Heber Light & Power shall require the Customer to disconnect the customer-generating facility until compliance is achieved.

c. Testing and Maintenance

Once a net metering interconnection has been approved under this policy, Heber Light & Power will require the Customer to test or perform maintenance on its facility as per all applicable codes, standards and maintenance schedules.

d. Disconnection and Metering

1. Heber Light & Power shall have the right to require the disconnection of the customer-generating facility in the event it causes system problems. The Customer will have the option of correcting the problem, at which time the system will be re-inspected by Heber Light and Power before being connected to the distribution system again.
2. The Customer shall be required to install a manual disconnect that is readily accessible by Heber Light & Power authorized personnel and located outside any fenced areas. In addition, roof mounted systems must have a roof mounted manual disconnect as per NEC and local codes.

e. Liability

The Customer shall be responsible for any damage caused by the customer-generating facility to Heber Light & Power's distribution system and/or neighboring services. The Customer shall be responsible for the installation and maintenance of applicable protection equipment, and for any damage caused by improper application, maintenance or faulty equipment. Heber Light & Power shall not be liable directly or indirectly for permitting or continuing to allow an attachment of a net metering facility, or for the acts or omissions of the customer-generator that cause loss or injury, including death, to any third party.

Heber Light and Power

Electric Service Rule No. 15

INSTALLATION OF SERVICE CONNECTION

A. Service Connection.

The Company shall approve all meter locations and the design and installation of all Customer Electric Facilities, Service Connections, and Meters. The Company will supply the exterior connection (service connection) between the Company's facilities and the point of delivery. The following types of meters are supplied with new installations:

- 100 amp to 200 amp service
- 13Jaw 9S meter
- 7 Jaw 16S meter

Pricing on these and others meters will be quoted on an individual basis.

Additional Load or New Construction Power Installation

Prior to serving additional load or new construction on any building site(s) or lot(s) Heber Light and Power ("HL&P") will inspect the site. Following the inspection(s), HL&P will respond to the requestor whether or not the site is suitable or any that special conditions exist. Providing the site is suitable and that all special conditions are met, a billing estimate, valid for 30 days, will be presented. The billing estimate will include the costs for all facilities required to provide service to each building/lot(s) and if necessary the cost of the minimum off-site facilities*, including line extension(s) to the site, necessary to provide electrical power for the requestor/customer(s) load characteristics and assure compliance with Heber Light & Power Company service standards.

Additionally, the requestor or customer is responsible to pay any applicable fees, including the Impact Fee(s), see Electric Service Rule No. 16, in order to obtain a building permit and service connection; including temporary service, refer to Electric Rules and Rate Schedules Appendix A – Definitions and Appendix E – Underground Temporary Service.

Upon payment of the total amount billed for onsite and offsite costs to provide electrical service, Heber Light & Power will schedule the power facilities installation. Any unanticipated costs incurred during the installation of power facilities and not contained in the original cost estimate will be billed to the requestor. All additional costs, including any appropriate Impact Fees, must be paid in-full before service is completed.

*Off-site facilities Cost(s):

The requestor's cost obligation for new line extensions or upgrade(s) to existing HL&P facilities required to provide service to the site(s) or lot(s) will be based on the minimum standard construction and equipment necessary to serve the load(s) or as the load characteristics that adversely affect the

HL&P system will require, to assure compliance with HL&P's service standards.

Should HL&P elect to install additional capacity, or infrastructure, than is required to meet the requestor's service requirements, the requestor will only be billed on the estimated cost of the minimum facilities required to serve requestor's load and load characteristics, in compliance with HL&P's service standards.

Subdivision Power Installation

All new subdivisions need to be approved by the local government authority before Heber Light and Power will consider any request to provide service. Upon reasonable satisfaction that the subdivision has been approved a local government authority, Heber Light and Power will require a plot plan adaptable to the current version of the AUTOCAD computer program. Upon receipt of the diskette/compact disc of said plan, the Heber Light and Power Mapping department will design the power installation. A billing estimate, valid for 30 days, for all costs and applicable taxes will be presented to the developer. Upon payment of the total amount billed, Heber Light and Power will schedule power installation. Any amounts collected in excess of the original billing estimate will be refunded to the developer within 30 days of the construction being completed.

Any additional costs incurred during the installation of power will be presented to the developer. All additional fees must be paid in full before service is completed.

Appendices D through G provide additional information for various types of service connections in a graphical format.

Temporary Service and Temporary Power Supply

Temporary Service or Power Supply will be connected following the required inspections and permitting by the appropriate government entities. The customer requesting Temporary Service or Temporary Power Supply must satisfy the conditions for applying for service as outlined in Electric Service Rule No. 2.

Two types of Temporary Service are provided by Heber Light and Power: Residential and Commercial. In either case temporary service will only be supplied for six (6) months.

In addition, Heber Light and Power provides Temporary Power Supply, as outlined below, to customers wishing to have electrical service for limited periods to a maximum of six (6) months.

Residential Construction - Temporary Service

Heber Light and Power will provide Residential Temporary Service when requested during the construction phase of a residence. The Temporary Service connection is made permanent when the “power to panel” inspection is approved by the appropriate Building Department. All Residential Temporary Services are considered new connections to the Heber Light and Power Distribution System and therefore customers must pay an Impact Fee as outlined in Electric Service Rule No. 16 prior to the energizing of the Temporary Service. Electricity usage will be billed at the applicable Residential rate. In addition to the Impact Fee, an Installation Fee of \$100.00 will be charged at the time of connection.

Commercial Construction - Temporary Service

Heber Light and Power will provide Commercial Temporary Service when requested during the construction phase of a project. The Temporary Service connection is made permanent when the “power to panel” inspection is approved by the appropriate Building Department. All Commercial Temporary Services are considered new connections to the Heber Light and Power Distribution System and therefore customers must pay an Impact Fee as outlined in Electric Service Rule No. 16 prior to the energizing of the Temporary Service. Electricity usage will be billed at the applicable Commercial rate. In addition to the Impact Fee, an Installation Fee of \$100.00 will be charged at the time of connection.

When needed, customers will be required to pay the associated Construction costs necessary to provide electric service to their location. The Construction billing will be itemized and billed separately and must be paid prior to the onset of the electric construction phase of the project.

Temporary Power Supply

Temporary Power Supply is intended to address those situations where a customer wishes to receive electrical supply for a limited period of time and, at the end of that limited period of time the electrical supply will be disconnected and not replaced with or transferred to, any other permanent connection.

Heber Light and Power will grant the customer’s request for Temporary Power Supply providing there are existing facilities of appropriate voltage and adequate capacity. When modifications to Heber Light and Power facilities are required in order to provide the Temporary Power Supply, the costs associated with the modifications will be billed to the customer and the customer will be required to pay the amount, in full, before the Temporary Power Supply is provided.

If no modifications are required the customer will pay, prior to the energizing of the Temporary Power Supply, the costs associated with the installation, removal and rental of the Heber Light and Power equipment as outlined in Appendix C – Rate Schedules. The customer will be billed monthly for all energy delivered at rates applicable for the type of service. Power will be disconnected when payment is not received by the due date as shown on the monthly billing.

Temporary Power Supply will be provided for a maximum of (6) months without the imposing of an Impact Fee. If the customer has not scheduled the removal of the Temporary Power Supply at the end of six months, Heber Light & Power will consider the service “permanent” and an associated Impact Fee will be imposed and collected as outlined in Electric Service Rule No. 16 in order for the service to remain connected.

Heber Light and Power

Electric Service Rule No. 16

IMPACT FEE

As a result of the substantial customer growth in Heber Light and Power's service territory, an Impact Fee is required from all customers who add or increase load on the electricity system. This fee funds the purchase of or upgrades to general utility infrastructure, required to serve customers. Electric Service will not be connected until the Impact Fee is paid. To ensure that all customers responsible for additional loading are billed an Impact Fee, all building permits are issued with direction to the customer, by the cities in Heber Light and Power's service territory, to meet with Heber Light and Power and determine the amount of the Impact Fee. Typical examples of projects that generate an Impact Fee are any new construction – residential or commercial, or increasing the service entrance size.

The following calculation is performed to determine an Impact Fee.

$$\begin{array}{l} \text{Main Panel Size (Amps)} \\ \times \text{ line to line voltage} \\ \times 1 (1.732 \text{ for 3 Phase service}) \\ \times \text{ Applied Impact Fee of } \$82.80/\text{kVA} \\ \hline = \text{Impact Fee Payable} \end{array}$$

When “power to panel” is requested by the customer, Heber Light and Power personnel will ensure that our service wire is appropriately sized to the panel being connected. If it is determined that the wire size and panel size are different from information provided by the customer when the Impact Fee was calculated, an additional charge will be levied or credit issued to the customer.

IMPACT FEE CREDIT POLICY

Heber Light and Power charges an Impact Fee to all customers who add new service panels or increase the size of existing service panel sizes on any property. The associated increase in amperage, service entrance panel rating, determines the amount of the Impact Fee. Customers may claim a credit for existing amperage against an Impact Fee under the following conditions.

Upon renewal of a property and, providing the previous installation / service entrance was active and the meter registered consumption or the customer was being charged a minimum bill, the customer requesting new service will receive credit for the previously installed amperage when the Impact Fee is calculated. The credit will be deducted from the total amperage of the new or upgraded entrance before the Impact Fee is calculated. In no case will the customer receive a credit or refund for the unused amperage.

Renewal, in this instance, means the demolition of existing buildings to make way for a new building(s); permanent, structural additions causing service entrance upgrades (additional amperage); renovations or the installation of new electrical apparatus causing service panel changes.

A credit will not be granted for installations that have been disconnected for a period greater than 183 days.

The period of 183 days shall be calculated as the period of time from the previous account being terminated to the time when a new building permit is issued and the associated impact fee is paid. If, when the credit is applied, there is still a portion of the Impact Fee owing; the customer must pay the outstanding Impact Fee immediately. Otherwise, and if the period of 183 days elapses before payment of the Impact Fee is received, no credit will be granted.

Heber Light and Power

Electric Service Rule No. 17

LINE BETTERMENTS / EXTENSIONS

Generally, system upgrades and betterments to Heber Light and Power's facilities are funded by Impact Fees which are paid by customers who cause new or additional load on the system. Impact Fees are also used to fund other utility infrastructure investments.

In addition to Impact Fees other fees will be charged to a customer requesting or requiring system upgrades because of their specific needs. Depending on the situation the customer will be required to pay for all or a percentage share of the cost of the upgrades.

Commercial Customers

Upgrades or Betterments

Commercial customers, who as a result of their electrical supply requirements, require a facilities upgrade or betterment to existing infrastructure, are required to pay the cost of the upgrade or betterment. This charge will be in addition to any applicable Impact Fee(s).

At its sole discretion, Heber Light and Power may choose to upgrade its facilities to a higher level than what is required to meet the minimum facilities upgrade requested by the customer or required to meet service standards. In this case, the customer will be charged the upgrade costs for the minimum facilities required for their specific needs.

Residential Customers

Line Extension

Heber Light and Power does not normally charge for normal extension of service. A customer may be required to make a contribution to cover some or all of the construction costs for the extension of service if the point of delivery is more than 300 feet from existing distribution facilities. The distance of extension is measured along the route of the new line from an existing point of delivery.

This charge may be in addition to other construction costs routinely charged to the customer by Heber Light and Power plus any applicable Impact Fees.

APPENDIX A

General Definitions

The following terms when used in this document and in the application or agreement for electric service shall have the meanings given below unless clearly indicated otherwise.

Account Holder	A person, firm, partnership, company, corporation, organization, governmental agency, political subdivision, municipality or other entity contracting with the Company for electric service at one location and at one point of delivery.
Annually Incurred Costs (AIC)	Charges made by the Company for ownership, operation and maintenance costs.
Applicant	A person, corporation, partnership, or other entity which applies to the Company for electric service.
Additional Load	Generally means load that requires the installation of higher capacity panel(s), additional panels, or to serve equipment in which special conditions exist and must be addressed
Capacity	Load which equipment or electrical system can carry.
Collection Personnel	Means the Company employees assigned to manage and collect Delinquent Accounts.
Company	Means Heber Light & Power Company.
Connection Fee	Means fee referenced in attachment.

Contract Demand	The specified demand in kilowatts that the Customer contracts with the Company to supply and which the Company agrees to have available for delivery to the Customer.
Customer	Means Account Holder.
Customer's Installation	The wiring and apparatus owned by the Customer and on his side of the point of delivery (except the Company's metering equipment) useful in connection with the Customer's ability to take service.
Deferred Payment Agreement	An agreement to receive or to continue to receive residential electric service and to pay an outstanding debt or delinquent account owed to the Company.
Delinquent Account	Means a Service bill which has remained unpaid beyond the Due Date. In addition, failure to timely make payments required by a Deferred Payment Agreement makes an account, a Delinquent Account.
Demand	The rate in kilowatts at which electric energy is delivered by the Company to the Customer at a given instant or averaged over any designated period of time. For billing purposes, the 15-minute period of the Customer's greatest use during the month is used.
Disconnection of Service	See Termination of Service.
Due Date	Means the date on which payment on a current bill is due. The Due Date is provided on the Company's monthly billing.
Duplicate Service Facilities	Two services, one duplicating part or all of the capacity of the other and providing, usually for only a portion of the total path of energy flow, a second possible path of supply in the event of the failure of the first.

Electric Service	The availability of electric power and energy at the Customer's point of delivery, irrespective of whether electric power and energy is actually used.
Emergency Service	Service which is operated only in emergency situations or for testing.
Energy	Electric energy measured in kilowatt-hours.
Extension	A branch from or a continuation of, a Company owned transmission or distribution line. An extension may be single-phase, three-phase, a conversion of single-phase line to a three-phase line or the provision of additional capacity in existing lines or facilities.
Highly Fluctuating Loads	Loads having high demands of short duration or having an abnormal effect on voltage requiring that the Company provide additional or excess investment in transformers, service or other facilities.
Load Limiter	Device which automatically interrupts electric service when the preset demand is exceeded.
Meter	Device used to measure the electricity transmitted from the Company to a Customer.
Month or Billing Month	The period of approximately thirty (30) days intervening between regular successive billing dates.
Notice of Delinquent Account	means the notice described in Appendix B.
Multiple Units	means separate units in a building intended for separate occupancy by

individuals either renting or owning the separate units.

New Building

means new building or renovation of existing building. "New buildings" shall be defined as those structures or mobile home parks for which a building permit is obtained on or after August 1, 1984, or, if no permit is required, for which construction is commenced on or after August 1, 1984. Construction is defined to begin when footings are poured.

Outstanding Amounts

means all amounts due the Company at the time the Applicant applies for Electric Service including, without limitation, monthly service fees, interest, reconnection fees, collection costs and deferred payment obligations. Outstanding amounts also include such amounts due from a person with whom the Applicant is cohabitating at the address to which the Company is being requested to provide Electric Service. For a Commercial Customer, Outstanding Amount includes the balance owed by the prior owner of the business if the new account is the result of a change of name or ownership but the new Account Holder is engaged in essentially the same business as the prior owner.

Partial Requirements Service

Service to a load which is partially or wholly served from another source of power.

Point of Delivery

The point, unless otherwise specified in the application for electric service, Electric Service Agreement or contract, at which the Company's facilities are connected with wires or apparatus of the Customer.

Power

Demand.

Power Board

the Heber Light & Power Board of Directors.

Power Factor

The percentage determined by dividing the average power use in kilowatts (Real Power) by the average kilovolt-ampere power load (Apparent Power) imposed upon the Company by the Customer.

Premises	All the real property and apparatus employed in a single enterprise on an integral parcel of land undivided by a dedicated street, highway or other public thoroughfare, or railway.
Rated Capacity	Load for which equipment or electrical system is designed.
Residential Service	Service furnished to Customers for (1) domestic purposes in single family dwelling units; (2) apartments where each dwelling unit is separately metered and billed; and (3) combined family dwelling units. Dwellings where tenancy is typically less than 30 days in length, such as hotels, motels, camps, lodges and clubs, do not qualify for Residential Service.
Renewable Energy Sources	energy derived from the sun, wind, or water to generate electricity.
Special Electric Service	means electric service in large quantity or under special conditions; the Company may require a suitable written agreement or special contract.
Special Service Agreement	means a written agreement under which the Company agrees to provide Electric Service under unique circumstances that make it in appropriate for the Company to apply the Company's standard Electric Service Schedules. As used here, "unique circumstances" include such circumstances as Highly Fluctuating Loads or unusually high Demand for the type of Service or other circumstances that have an atypical affect on the Company's system.
Schedule Billing	The total charges for service, including minimums, computed in accordance with the Company's applicable rate schedule.
Seasonal Service	Service for annually recurring periods of use where service is discontinued or curtailed during part of the year.
Service	See Electric Service. The word "Service" may also be used to refer to the wires between the Company's supply and the Customer's entrance conductors.

Subdivision

An area identified by filed subdivision plats in which a group of dwellings may be constructed at about the same time.

Temporary Service	Service requested during construction of a residence or business for a maximum of six (6) months. Once construction is complete the temporary service becomes permanent.
Temporary Power Supply	Temporary electrical supply for a limited period not to exceed six (6) months. Temporary Power Supply is never intended to become permanent.
Termination of Service	The disconnection of electric service to a given Customer at a given location.
24 Hour Notice of Termination	means the notice described in Appendix B.
Year	The period between the date of commencement of service under the application for electric service, Electric Service Agreement or contract and the same date of the following contract year.

APPENDIX B

POLICY ON TERMINATION OF ELECTRIC SERVICE

HEBER LIGHT & POWER COMPANY
CUSTOMER RULES
POLICY ON TERMINATION OF ELECTRIC SERVICE

A. TERMINATION OF ELECTRIC SERVICE - DELINQUENT ACCOUNT

1. Notice of Delinquent Account. When an account is a Delinquent Account, the Company, before termination of Service because of the delinquency, shall issue a written Notice of Delinquent Account to inform the Customer of the delinquent status. A Notice of Delinquent Account shall include the following information:

- a. A statement that the account is a Delinquent Account and should be paid promptly is sent to the customer 30 days after the billing date.
- b. This statement will serve notice that the Company may terminate Service if, the delinquency is not corrected by a specified date, not earlier than 10 days from the date the notice is mailed.

2. Twenty-Four Hour Notice of Termination.

- a. If the Customer does not make payment in full by the date specified in the Notice of Delinquent Account, the Company will issue a Twenty-Four Hour Notice of Termination.
- b. At least 24 hours before terminating Service, the Company shall make good faith efforts to personally deliver a Twenty-Four Hour Notice of Termination to the Customer or an adult member of the household. If the notice cannot be personally delivered, the Company shall post the Twenty-Four Hour Notice of Termination in a conspicuous place on the premises at least 24 hours prior to terminating Service.
- c. The Twenty-Four Hour Notice of Termination shall include the following information:
 - i. A statement that the account is a Delinquent Account and must be paid immediately to avoid termination of services or that the Customer must contact the Company's collection department to make arrangements,
 - ii. A statement that the Service will be terminated after the specific date and time without further notice if the Delinquent Account is not paid in full.

B. TERMINATION OF SERVICE - MISCONDUCT

1. In addition to a Delinquent Account, the Company may terminate Electric Service for any of the following reasons:

Unauthorized use of, or diversion of, Service or tampering with wires, pipes, meters, or other equipment;

Intentionally or recklessly furnishing false information; or

Failing to provide access to a meter during the regular route visit to the premises following notice and an opportunity to provide access.

2. Before termination for misconduct under Section B., the Company shall give the Twenty-Four hour notice of its intent to terminate.

C. TERMINATION OF SERVICE - TIMING

After providing the notices required by this Policy the Company may terminate or disconnect Electric Service during the Company's regular business hours between Monday at 9:00 am and Friday at 5:00 pm. The Company shall not disconnect Service on legal holidays recognized by Utah, or other times that the Company's business offices are not open for business.

D. TERMINATION OF SERVICE IN EMERGENCY OR FOR MAINTENANCE/REPAIR

- 1 Temporary Termination of Service without notice in an emergency or for unanticipated maintenance or repairs not intended nor should be interpreted as prohibiting the maintenance and repair.
- 2 Without limiting the foregoing, the Company may terminate Electric Service without notice when, in its judgment, a clear emergency or a serious health or safety hazard exists, or when there is unauthorized use or diversion of Service or tampering with wires, pipes, meters, or other equipment owned by the Company.
- 3 If the Company knows that the Customer is not an occupant of one or more of the units in the property serviced, the Company shall mail or deliver to the street address of each unit not Customer occupied, the Notice of Delinquent Account and the Twenty-Four Hour Notice of Termination. The Company shall provide notice on the same day that it serves these notices on the Customer.

APPENDIX C – RATE SCHEDULES

Residential Service

Monthly Service Charge \$ 12.00

Plus Applicable Sales and Miscellaneous Taxes.

.07525cents per kwh first 1,000 kwh

.0945 cents per kwh all additional kwh

Commercial Service

Minimum Monthly \$6.50

No Demand Charges

Plus Applicable Sales and Miscellaneous Taxes.

14.92 cents per kwh first 500 kwh

10.45 cents per kwh next 500 kwh

7.99cents per kwh all additional kwh

Where a Customer takes service from the Company's available lines of 7,200 volts or higher and provides and maintains all transformers and other necessary equipment, a discount of three percent of the gross primary metered kilowatt hours may be applied.

Public Lighting

Customer provides Light and associated equipment

\$6.50 per month - Energy only

(Based on 150 watt Light)

Yard Lighting

Customer is required to pay for the Installation of Pole and Fixture

Energy Charge - \$6.50 per month

(Based on 150 watt Light)

NSF Check Charge

\$15.00

Net Metering

Renewable "Feed In" Rate – 7.2 cents for all kwh

Avoided Cost "Feed In" Rate - 3.10 cents for all kwh

Meter Installation Charge - \$150.00

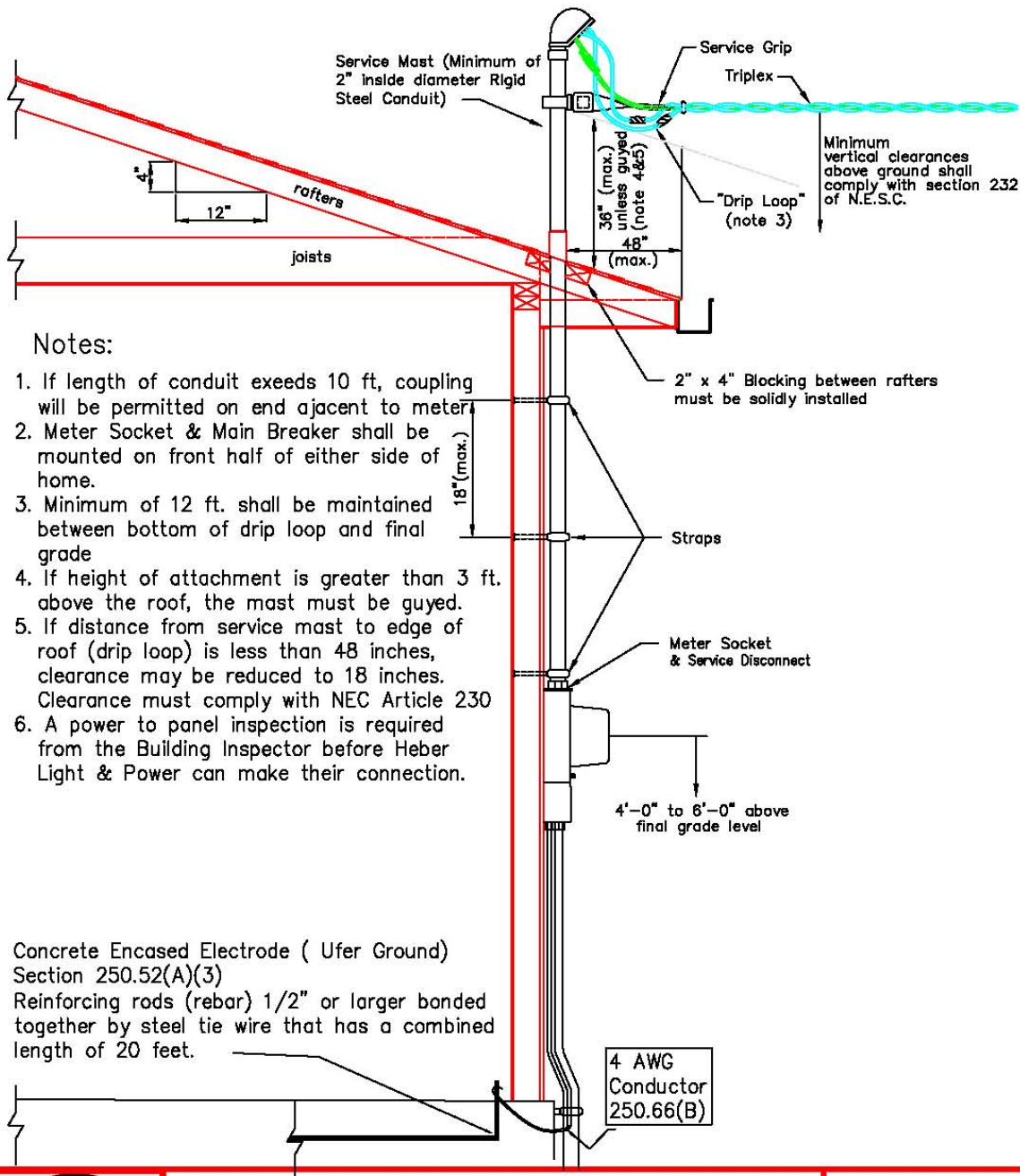
Temporary Power Supply

Installation and Removal Charge - A fee of \$200.00, payable in advance, is charged for installation and removal of temporary power supply facilities.

Monthly Rental Charge – A monthly rental charge of \$7.00 will be included in the monthly bill.

Effective for All Billings Beginning June 15, 2011

APPENDIX D



Notes:

1. If length of conduit exceeds 10 ft, coupling will be permitted on end adjacent to meter.
2. Meter Socket & Main Breaker shall be mounted on front half of either side of home.
3. Minimum of 12 ft. shall be maintained between bottom of drip loop and final grade.
4. If height of attachment is greater than 3 ft. above the roof, the mast must be guyed.
5. If distance from service mast to edge of roof (drip loop) is less than 48 inches, clearance may be reduced to 18 inches. Clearance must comply with NEC Article 230.
6. A power to panel inspection is required from the Building Inspector before Heber Light & Power can make their connection.



OVERHEAD SINGLE PHASE
RESIDENTIAL SERVICE
125 AMP TO 400 AMP

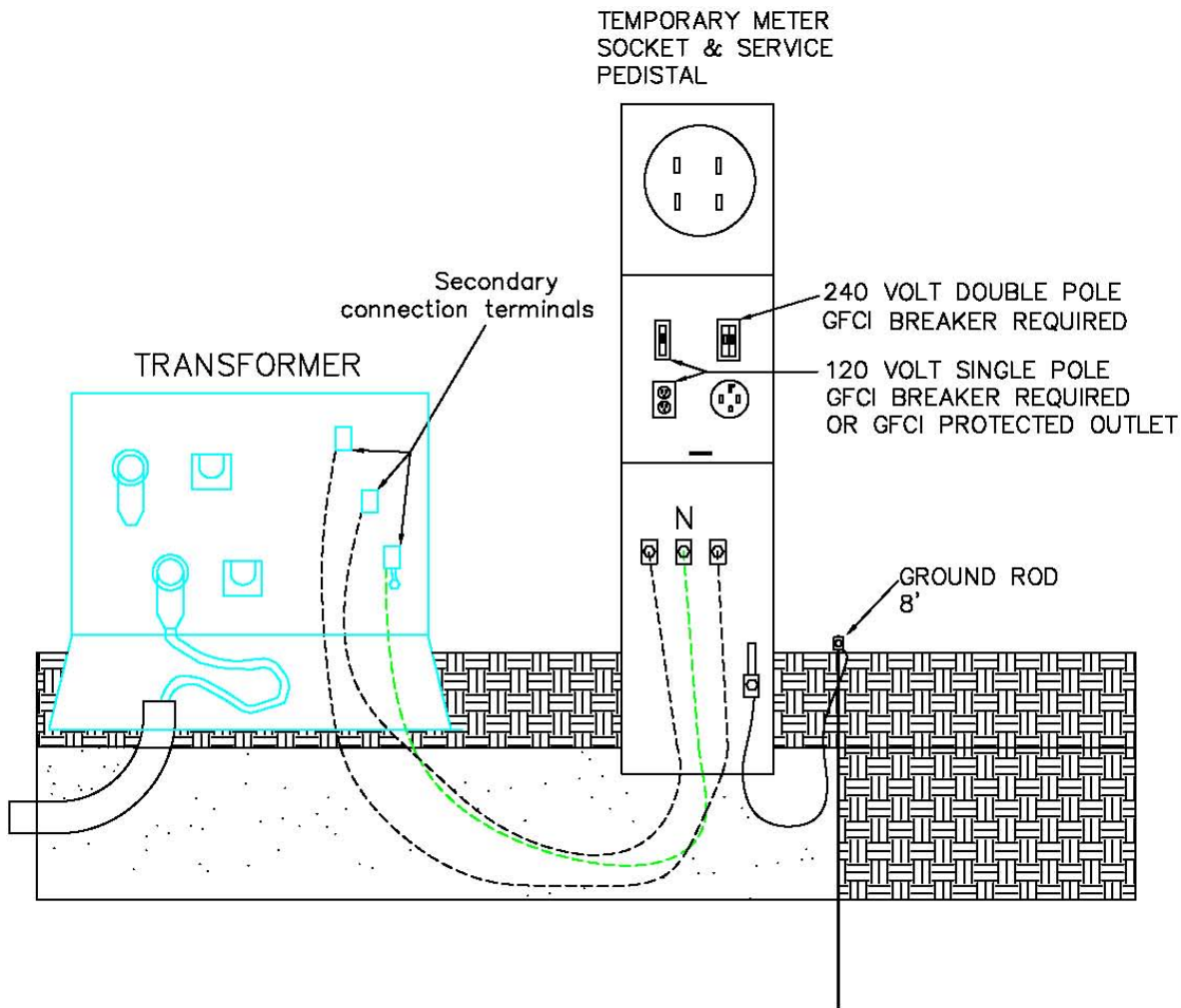
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RESIDENTIAL
SINGLE PHASE
OVERHEAD SERVICE

APPENDIX E

NOTE:

1. Place temporary next to power source without blocking the openings.
2. Call Building Inspector for a temporary service inspection.
3. Conductors must be long enough to enter under the base of the transformer or secondary J box and be connected to the terminals.
4. The temporary service must be provided with all inspection covers in place before energizing service.
5. Heber Light & Power is not responsible for damaged temporary services such as faulty breakers or GFCI outlets.



UNDERGROUND TEMPORARY SERVICE
(SUPPLIED BY OWNER OR ELECTRICIAN)

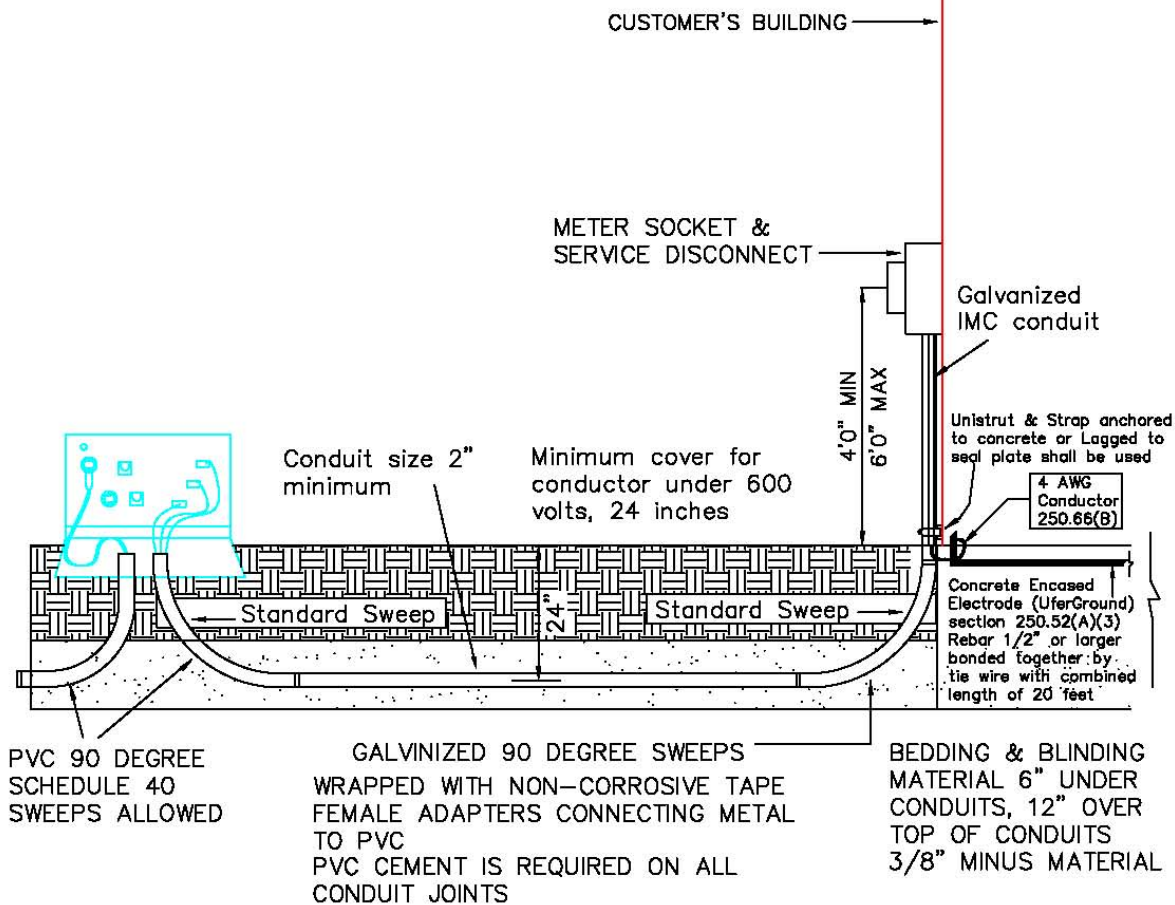
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TEMPORARY
SERVICE
INSTALATION

APPENDIX F

NOTE:

1. Meter Socket/ Main Disconnect shall be mounted on the front half on either side of the customer's building.
2. Owner/ Electrician is responsible for trenching from building to HL&P's transformers/secondary J boxes. Digging by hand under the bases so conduit sweeps can be placed inside transformers/ secondary J boxes.
3. Owner/ Electrician is responsible for 6 inches of bedding material. (3/8 minus material) placement of conduits, with required sweeps, 12 inches of shading material (3/8 minus material), and notifying HL&P for a trench inspection (Dispatch 435-654-2913) before backfill.
4. The electrician is responsible for the three wire URD conductor from the service disconnect to the transformer or secondary J box.
5. Electrician will need to contact HL&P (Dispatch 435-654-2913) prior to pulling conductor so that a serviceman can open transformers/secondary J boxes and assist in pulling conductor.



UNDERGROUND SINGLE PHASE RESIDENTIAL SERVICE FROM PAD MOUNT TRANSFORMER

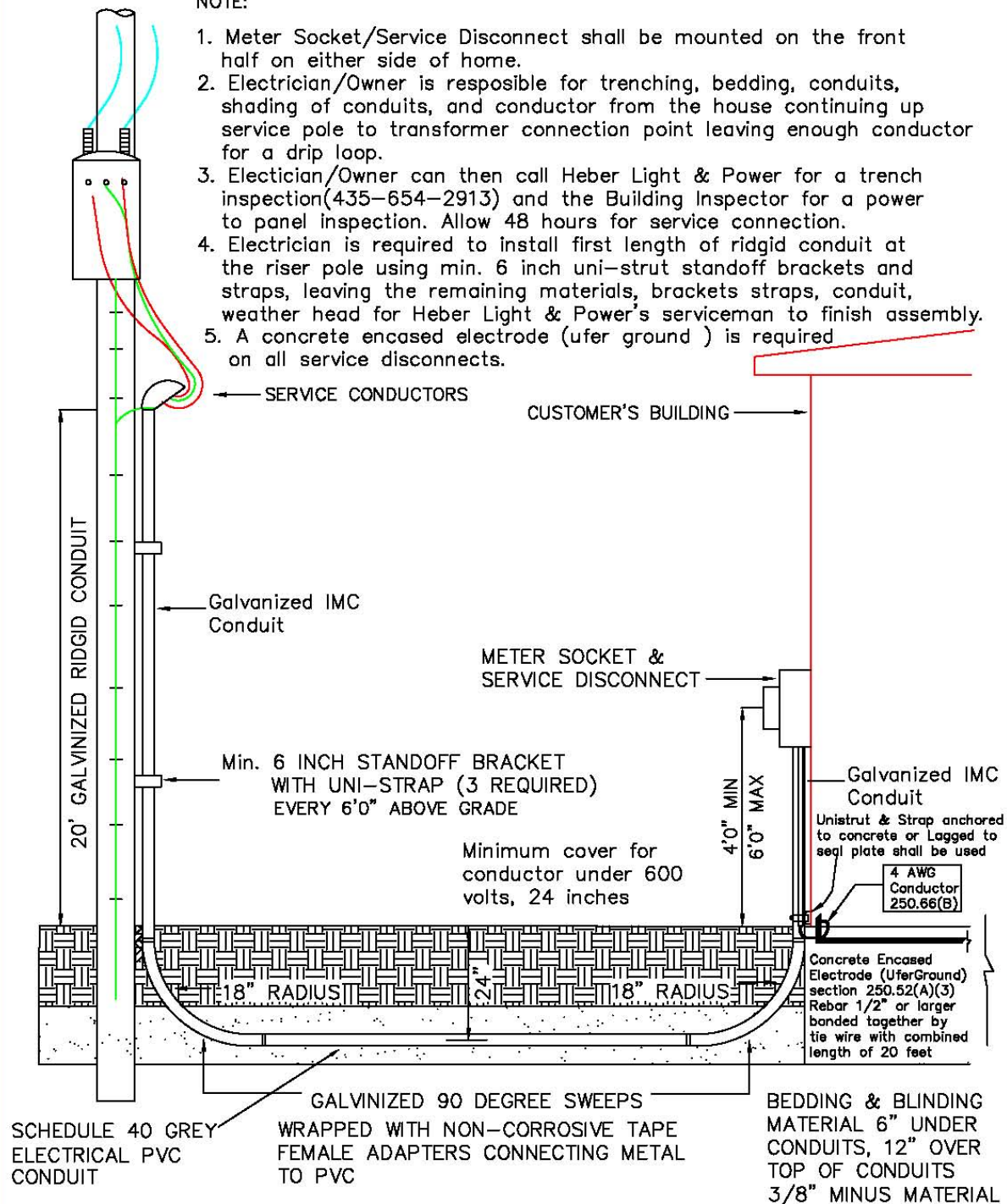
DATE: 01/25/2005

DRAWING
UNDERGROUND
SERVICE

APPENDIX G

NOTE:

1. Meter Socket/Service Disconnect shall be mounted on the front half on either side of home.
2. Electrician/Owner is responsible for trenching, bedding, conduits, shading of conduits, and conductor from the house continuing up service pole to transformer connection point leaving enough conductor for a drip loop.
3. Electrician/Owner can then call Heber Light & Power for a trench inspection(435-654-2913) and the Building Inspector for a power to panel inspection. Allow 48 hours for service connection.
4. Electrician is required to install first length of rigid conduit at the riser pole using min. 6 inch uni-strut standoff brackets and straps, leaving the remaining materials, brackets straps, conduit, weather head for Heber Light & Power's serviceman to finish assembly.
5. A concrete encased electrode (ufer ground) is required on all service disconnects.



Underground single phase
residential service from
riser pole

DATE: 01/25/2005

DRAWING
UNDERGROUND
SERVICE