# UNITED STATES DEPARTMENT OF INTERIOR BUREAU OF INDIAN AFFAIRS COLORADO RIVER AGENCY PARKER, ARIZONA

# **OPERATIONS MANUAL**

For

## **ELECTRIC AND CUSTOMER SERVICES**

Dated: 08-01-94 Revised: 09-20-96 Revised: 12-31-97 Revised: 05-20-10 Revised: 08-21-13

# This Operations Manual Has Been Recommended and Approved by:

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#### APPENDIX

Exhibit A

Exhibit B

Exhibit C

#### **OPERATIONS MANUAL**

# For Electric and Customer Service Of the Colorado River Indian Irrigation Project

The following sections provide operating procedures and policies implementing Part 175 of Title 25 of the Code of Federal Regulations. These regulations govern the Indian Electric Power Utility (hereinafter referred to as Utility) of the Colorado River Irrigation Project, Parker, Arizona.

#### 1.0 GENERAL PROVISIONS

#### 1.1 Authority for Operations Manual

- A. The Regional Director is authorized in accordance with Part 175.5 of Title 25, Code of Federal Regulations, to establish an Operations Manual for the administration of the Utility. By memorandum of January 29, 1994, this Authority has been delegated to the Superintendent, Colorado River Agency.
- **B.** The public is to be notified by the Superintendent of a proposed action to establish or amend the Operations Manual.

#### 1.2 Authority of Superintendent

The Superintendent is responsible for the operation of the Utility and the enforcement of the regulations in Part 175.4 of Title 25 of the Code of Federal Regulations and the operating procedures and policies of this Operations Manual. The Superintendent is authorized to enforce and carry out the regulations and the provisions of the Operations Manual either directly or through the Supervisory Electrical Engineer or other designated Utility employees.

#### 1.3 <u>Definitions</u>

The following terms and conditions shall have the meaning given below when used in this Operations Manual:

"Appellant" means any person who files an appeal under 25 CFR §175.60-62.

"Applicant" means any person requesting the Utility to supply power.

"Application" means a request to the Utility for electric service, as distinguished from an inquiry as to the availability or charges for such service.

"Regional Director" means the Bureau of Indian Affairs official in charge of the Western Regional Office, Phoenix Arizona or an authorized delegate.

"Billing Demand" means the rate at which power is delivered during any specified period of time. Demand may be expressed in kilowatts, kilovolt-amperes, or other suitable units.

"Billing Month" means the period between any two regular readings of the Utility's meters at approximately thirty (30) day intervals.

"Billing Period" means the time interval between two consecutive meter readings that are taken for billing purposes.

"Clearance" means the approval of an electric installation by the city, county or tribal authority having jurisdiction in accordance with its standards.

"Construction Advance" means funds provided to the Utility by the applicant under terms of a line extension agreement and/or service connection in which the value is not refundable.

"Customer" means any individual, business, or government entity which is provided, or which seeks to have provided, services of the Utility.

"Customer Charge" means the amount the customer must pay the Utility for availability of electric service, excluding any electricity used.

"Customer Service" means the assistance or service provided to customers, other than the actual delivery of electric power or energy, including but not limited to such items as: line extension, system upgrade, energy audits, meter testing, connections or disconnections, special meter reading, or other assistance or service as provided in the Operations Manual.

"Day" means calendar day.

"Distribution Lines" means the utility system of poles, ducts, wires or fixtures operated at distribution voltages, which are constructed along public roadways or other bona fide rights-of-way, including easements on customer's property for the purpose of distributing energy to the customer from points on the transmission system.

"Dusk-To-Dawn Lighting Fee" means a non-refundable charge paid by a customer as aid for setting a pole, including fixture installation and service connection for Dusk-To-Dawn Lighting located on customer premises.

"Electric Facilities" means all generation, transmission and distribution equipment, structures and materials used to produce and deliver electric energy for the system.

"Electric Power Utility or Utility" means the program administered by the Bureau of Indian Affairs, which provides for the marketing of electric power or energy by the Colorado River Irrigation Project.

"Electric Service" means the delivery of electric energy or power by the Utility to the point of delivery pursuant to a service agreement or special contract. The requirements for such delivery are set forth in the operations manual.

"Energy" means electric energy, expressed in kilowatt-hours (kWh).

"Energy Diversion" means the unauthorized connection to the Utility system or the bypassing of authorized metering equipment.

"Gratuities" means something voluntarily given in return for a favor or a service.

"Illness" means a medical condition for which a residential customer obtains a verified document from a licensed medical physician. This document must state that the interruption of Electric Service is dangerous to the customer's health. The document must be updated and an original copy filed at the Utility Office annually.

"Line Extension" means the wires and equipment necessary to extend the electric distribution system of the Utility to provide service to additional customer(s).

"Mastermeter" means a meter for measuring or recording the flow of electricity that has passed through it at a single location and then distributed to tenants or occupants for their individual usage.

"Meter" means the instrument for measuring and indicating or recording the flow of electricity that has passed through it.

"Meter Tampering" means a situation where a meter or metering point has been by passed, or illegally altered to permit the use of unmetered power.

"New Service Connection Fee" means a non-refundable charge paid by a customer as aid to construction for establishing a new delivery point.

"Operations Manual" means the Utility's written procedures and practices, which govern service provided by the Utility.

"Point of Delivery" means in general, the point at which the Utility's electrical facilities make contact with the Customers service entrance equipment (i.e. weather head).

"Power Rates" means the charges established by the Utility in a rate schedule(s) for electric service provided to a customer.

"Revenues" means monies collected for Utility power services and administered for utility purposes.

"Right of way" the legal right, established by usage or grant, to pass along a specific route through property belonging to another.

"Service" means electric service and customer service provided by the Utility.

"Service Agreement" means the written form provided by the Utility and signed by the customer, which constitutes a binding agreement between the customer and the utility for service except for service provided under a special contract.

"Service Charge" means the amount to be paid by a customer who requests the Utility to perform work at times other than regular business hours. The Service Charge shall be to reimburse to the Utility the cost of performing such service including but not limited to overtime wage and equipment cost.

"Service Entrance (Section)" The necessary electrical facilities, usually consisting of a circuit breaker or switches and fuses, conductors and accessories, constituting the main control and cutoff of the electrical supply which are installed, owned and maintained by the Customer at the point of delivery, but does not include the Utility's metering equipment and conductor installed on the utility side of the point of delivery.

"Service Fees" means the charge for providing administrative or customer service to customers, prospective customers, and other entities having business relationships with the Utility.

"Special Contract" means a written agreement between the Utility and a customer for special conditions of service. A special contract may include such items as, but not limited to: street or area lights, traffic lights, telephone booth, irrigation pumping, unmetered service, system extensions, and extended payment agreements.

"Superintendent" means the Officer-in-Charge designated by the Regional Director as the official having day-to-day authority and responsibility for administering the Utility, consistent with the regulations and this Operations Manual.

"Utility" means the power component of the Colorado River Indian Irrigation Project.

"Utility Equipment" means the service line, meter installation, structures, devices, apparatus and hardware installed by the Utility to supply electric service to the customer, and other transmission and distribution facilities on the Utility system.

"Utility Office(s)" means the current or future facility or facilities of the Utility, which are used for conducting general business with customers.

#### 1.4 Compliance

All Utility customers, employees and the Utility are bound by the regulations in Part 175.3 of Title 25 of the Code of Federal Regulations and the Operations Manual.

#### 1.5 Information Collection

The information collection requirements of the Service Agreement for receiving electrical service from the Utility are mandatory. The Utility may decline to provide requested service if the customer refuses to provide the information required or fails to provide complete information in accordance with Part 175.6 of Title 25 of the Code of Federal Regulations.

#### 2.0 SERVICE FEES, ELECTRIC POWER RATES, AND REVENUES

#### 2.1 Revenues Collected from Power Operations

The Superintendent shall make periodic studies of power costs and energy rates of the Utility. Recommendations for proposed changes in rates and manual provisions are to be submitted to the Regional Director for review and approval before publication as a general notice.

Pursuant to Part 175.10 of Title 25 of the Code of Federal Regulations, the Regional Director has the authority to set service fees and electric power rates in accordance with the procedures in 175.11 and 175.12 to generate power revenue.

#### A. Revenues

The application of power revenues is defined in the Act of August 7, 1946 (60 Stat 895, as amended by 65 Stat 254). This Act defines the purpose and priority governing the application of power revenues as follows:

"Section 3. Revenues . . . collected from power operations on each Indian irrigation project and deposited into the treasury for credit to miscellaneous receipts . . . are hereby authorized to be appropriated annually, in specific or in indefinite amounts, equal to the collections so credited, for the following purposes in connection with the respective projects from which such revenues are derived:

- (1) Payment of the expenses of operating and maintaining the utility;
- (2) Creation and maintenance of reserve funds to be available for making repairs and replacements to, defraying emergency expenses, and insuring continuous operation of the utility;
- (3) Amortization, in accordance with the repayment provisions of the applicable statutes or contracts, of construction costs allocated to be returned from power revenues; and
- (4) Payment of other expenses and obligations chargeable to power revenues to the extent required or permitted by law."

#### **B.** Rates and Fees Review

The rates and fees for providing electrical service and customer services as set forth in schedules will be reviewed annually by the Superintendent, through the Utility Supervisory Electrical Engineer and his staff, to determine if power revenues derived from operations are sufficient to meet the congressional mandate expressed in paragraph A of this section.

If the review described in Section 2.0 indicates that revenues will not be sufficient to meet the requirements set forth in paragraph A of this section, the Superintendent shall under take further studies to determine whether adjustments to the rates, the fees or both the rates and fees are necessary and, if indicated, recommend appropriate adjustments to the Regional Director for review and, if warranted, approval.

#### 2.2 Procedures for Setting Service Fees

Service fees to cover the expenses of providing customer assistance and services, other than the actual delivery of electric power or energy, including but not limited to such items as: line extensions, system upgrade, meter testing, connections or disconnections, special meter reading, and other services are set out in Exhibit C and made a part of this Operations Manual (§175.11 of Title 25 of the Code of Federal Regulations).

The Superintendent, pursuant to Section 2.1 B shall prepare proposed changes and recommends the adjustments to the Regional Director who has authority to set or amend the service fees. At least 30 days prior to the effective date, the Superintendent shall cause to be published in local newspaper(s) of general circulation and post the proposed changes in the Utility office, together with the effective date.

Based upon comments, suggestions and recommendations received from the customers and other interested parties during the 30 days public review period, the Superintendent, after giving careful consideration to statements received, shall develop final recommendations for adjustments of service fees and provide the final recommendations to the Regional Director.

The Utility shall implement the approved service fees upon the effective date.

The Regional Director's decision with regard to this section is final for the Department of Interior.

# 2.3 Procedures for Adjusting Electric Power Rates, Except for Adjustments due to Changes in the Cost of Purchased Power or Energy

Except for adjustments to rates due to changes in the cost of purchased power or energy, the Regional Director shall adjust electric power rates according to the following procedures (§175.12 of Title 25 of the Code of Federal Regulations):

A. Whenever the review described in Section 2.1 B indicates that an adjustment in rates may be necessary for reasons other than a change in cost of purchased power or energy, the Regional Director shall direct further studies to determine whether a rate adjustment is necessary and if indicated, prepare proposed rate schedules.

- **B.** Upon completion of the rate studies and where a rate adjustment has been determined necessary, the Regional Director shall conduct public information meetings as follows:
  - (1) Notices of public meetings shall be published in local newspapers of general circulation, posted at the utility office(s), and provided by such other means, if any, as determined by the Regional Director. The notice shall provide: the date, time, and place of the scheduled meeting; a brief description of the proposed action; the name, the address, and the telephone number for addressing comments and inquiries; and the period of time in which comments will be received. Notices shall be published and posted at least 15 days before the scheduled date of the meeting.
  - (2) Written and oral statements shall be received at the public meetings. The record of the public meetings shall remain open for the filing of written statements for five days following the meeting.
  - (3) After giving consideration to all written and oral statements, the Regional Director shall make a decision about a rate adjustment. A notice of the Regional Director's decision, the basis for the decision, and the adjusted rate schedule(s), if any, shall be published and posted in the same manner as the previous notices of public meetings.
  - Power Rates shall remain in effect until further adjustments are approved by the Regional Director pursuant to this part.

# 2.4 <u>Procedures for Adjusting Electric Power Rates to Reflect Changes in the Cost of Purchased Power or Energy</u>

Whenever the cost of purchased power or energy changes, the effect of the change on the cost of service shall be determined and the Regional Director shall adjust the power rates accordingly. Rate adjustments due to the change in cost of purchased power or energy shall become effective upon the unilateral action of the Regional Director and shall remain in effect until amended by the Regional Director pursuant to 25 CFR §175.13. A notice of the rate adjustment, the basis for the adjustment, and the rate schedule(s) shall be published and posted in the same manner as described in Section 2.2 of this Operations Manual and 25 CFR §175.12. The Regional Director's decision to adjust the power rates pursuant to this section is final for the Department of Interior.

#### 2.5 Resale of Power or Energy

No Utility customer will connect their service with that of any other entity, or in anyway resell, rebill or supply any other premises with electric current unless authorized to do so by the terms of a written contract with the Utility.

#### 3.0 UTILITY SERVICE ADMINISTRATION

#### 3.1 Gratuities

All employees of the Utility are forbidden, pursuant to 25 CFR §175.20, to accept from a customer any personal compensation, service, or gratuity for services rendered related to employment by the Utility.

The above applies to employment with the Utility, however, all Department of Interior employees must be cognizant of and abide by the regulations pertaining to "Employee Responsibilities and Conduct" in Part 20 of Title 43 of the Code of Federal Regulations.

#### 3.2 Discontinuance of Service

Service may be denied or discontinued for any of the reasons listed below pursuant to 25 CFR §175.21.

- (1) In the event of a condition determined by the Utility to be hazardous. A clearance shall be required from the appropriate inspection entity before service can be restored.
- (2) In the event of customer use of equipment in such a manner as to adversely affect the Utility's equipment or the Utility's service to others.
- (3) In the event of energy diversion or meter tampering by the customer. If the customer tamers with meters or other facilities of the Utility, the Utility will recover all associated costs or losses.
- (4) In the event of customer's tampering with, damaging or deliberately destroying the equipment owned by the Utility.
- (5) In the event of unauthorized use as determined by the Utility.
- (6) For violation of or non-compliance with the Utility's rules.
- (7) For failure of the customer to fulfill his contractual obligations.
- (8) For failure of the customer to permit the Utility reasonable access to its equipment.
- (9) For non-payment of a delinquent bill.
- (10) For failure of the customer to provide the Utility with a deposit or other fees as required by the Utility.

- (11) For failure of the customer to furnish such service permits or rights-of-way, as shall have been specified by the Utility as a condition to obtaining service, or in the event such permissions are withdrawn or terminated.
- (12) For failure to pay for service at other metering point or points.
- (13) For failure to comply with any of the policies and procedures set forth in this Operation Manual.

#### 3.3 Requirements for Receiving Electrical Service

A customer, in order to receive electrical service, shall demonstrate fiscal responsibility and enter into a written agreement (application), or special contract. The specific requirements are:

#### 3.3.1 Written Application

A written application for electric service shall be signed by the customer subject to the rates, terms, and conditions of the applicable class of service. A customer may authorize another party with the power of attorney to make a written application.

Acceptance of the customer's application by the Utility constitutes an agreement for non-firm electric service that shall continue in force until canceled by at least three days notice by either party to the other.

#### 3.3.2 Payment of Delinquent Debts & Liabilities

All delinquent debts and liabilities of the customer owed to the Utility shall be paid before new service; additional service(s) or reconnection of existing service can be made available.

#### 3.3.3 <u>Identification of Responsible Party</u>

The identity of the party (ies) responsible for accounts in the name of any person other than the applicant shall be established in writing in a manner acceptable to the Utility.

Any person applying for service to be connected in the name of or in care of another person shall furnish to the Utility a written statement from that customer guaranteeing payment of all bills under the account.

The applicant is responsible in all cases for service supplied to the premises until the Utility has received three days notice of the effective date of any change in the

service agreement. The customer shall also promptly notify the Utility of any change in billing address.

The persons whose signatures are on the contract are the only authorized persons who may inquire and receive detailed information on an account.

#### 3.3.4 Identification of Load & Premises

The electric load and premises to be served by the Utility shall be clearly identified by the customer at the time of application. If the service address is not recognized in terms of a commonly used identification system, the customer will be required to provide specific written directions before the Utility will act on a request for electric service.

#### 3.3.5 Security Deposits for Residential Customers

The Utility will require the customer to pay a cash deposit as indicated by the Deposit Schedule in Exhibit A. The amount of twice the monthly average bill shall be required. When service to a customer has been disconnected for non-payment of a delinquent bill, the deposit may be increased to an amount equal to two and one-half (2.5) times the highest monthly bill on the account.

#### 3.3.6 Deposit Procedures

The Utility shall provide both a written statement summarizing when deposits are required and a non-negotiable receipt to any customer from whom a cash deposit is required. A receipt shall be the primary record of the deposit.

#### 3.3.7 Interest on Deposits

The Utility shall not be liable for payment of interest on cash deposits since the deposit is held in a non-interest bearing account with the United States Treasury.

#### 3.3.8 Refund of Deposit

The Utility shall refund the cash deposit to the customer upon termination of service. The Utility may, upon its discretion, apply the deposit to the customer's unpaid account for electric service.

#### 3.4 Service Policy

#### 3.4.1 Responsibility of Utility

The Utility shall:

- A. Endeavor to provide safe and reliable energy to its customers. The Utility shall use reasonable diligence to supply continuous service; but does not guarantee electric service against interruptions and is not liable to the customer for damages, personal injuries and losses resulting there from, nor will such failures constitute a breach of agreement for services.
- **B.** Investigate customer problems with voltage fluctuation and Utility equipment malfunction.
- C. Construct and operate facilities in accordance with accepted industry practice.
- **D.** Exercise reasonable care in protecting customer-owned equipment and property.
- E. Read meters at intervals prescribed in this manual or by service agreement, or special contract, except in those situations where the meter cannot be read due to conditions beyond the Utility's control.
- F. Not operate or handle customer-owned equipment without the express permission of the customer, except to eliminate what, in the judgment of the Utility, is an unsafe condition; and
- G. Not allow the unauthorized use of electricity or Utility property.

#### 3.4.2 Responsibility of Customer

The customer is responsible for the safe and appropriate use of electric service and the repair or maintenance of customer-owned equipment beyond the point of delivery or as defined in Customer Service Contract, including any conditions that adversely affect the Utility's service to the customer or to others.

A. The customer shall comply with the National Electrical Manufacturers Association Standards (NEMA) and/or the National Electric Code (NEC) of the National Board of Fire Underwriters for Electric Wiring and Apparatus as they apply to the installation and operation of customerowned equipment.

- B. The customer shall be responsible for payment of all financial obligation resulting from receiving utility service.
- C. The customer shall not install or utilize equipment, which will adversely affect the utility system or other customers of the utility.
- **D.** It is the customer's responsibility to promptly notify the Utility by the fastest available means of outages and other conditions resulting in substandard or irregular electric service that are not related to customerowned equipment.
- E. The customer shall be billed for damages to utility owned property caused by the customer or the customer's employee(s) or agent(s). Such damages and the cost or repairs shall be billed at the Utility's current rates for labor, overhead, transportation, equipment, and materials: less appropriate credit for salvage, if any.
- **F.** The customer(s) are prohibited from operating or handling the Utility's facilities.
- G. The customer is not to authorize the use of power and energy supplied by the Utility for his/her use to any other person(s).

#### 3.4.3 Service Interruption

- A. The Utility may temporarily suspend service to make necessary repairs, replacements, tests, or inspections of Utility equipment. The Utility shall make reasonable efforts to notify the consumer verbally or through the public media about the need and duration of planned service interruption, but may suspend service without prior notice to the customer.
- B. If service fails, the customer shall attempt to determine if the failure is due to a blown fuse, tripped breaker, or faulty equipment owned by the customer before calling the Utility. The customer may be charged the cost of the service call if the trouble is found to be caused by the customer's equipment or actions.

### 3.4.4 Service Calls During Regular Business Hours

The Utility's regular business days and hours as they pertain to Service Calls, are defined as Monday through Friday, 7:30 a.m. to 4:00 p.m., except for Federal holidays. A fee, established as a service fee and listed in Exhibit C, will be imposed for a service call performed during regular business hours for any of the following reasons.

- A. Interruptions caused by the customer's negligence or failure of customerowned equipment.,. Reasonable efforts will be made to advise the customer about the possibility of such charges before the service call starts.
- B. Reconnection of electric service to any customer previously disconnected for nonpayment, unlawful use of service, misrepresentation to the Utility, unsafe conditions, failure to permit safe access, detrimental effects of customer loads on the Utility system, or failure to establish credit and/or sign a service agreement.
- C. Reconnection of electric service when it is reconnected to the same occupant who requested the service to be disconnected.
- **D.** Relocation of a service facility from Temporary to Permanent.
- **E.** Any request for service after 3:00 PM will be done on the next business day.

#### 3.4.5 Service Calls After Regular Business Hours

Work after regular business hours will be performed only when requested by the customer and agreed to by the Utility. An after-hours service fee, listed in Exhibit C will be imposed for a service call after regular business hours for any one of the reasons in 3.4.4.

## 3.4.6 Charges for Electric Service Connections As Specified in Exhibit C

#### A. New Service

A non-refundable New Service Connection Fee will be charged to establish electric service to the customer's delivery point. This fee will be paid at the time the new delivery point is requested.

#### **B.** Additional Service

A non-refundable service fee shall be imposed for each additional electric service connection, or for a location change to a new service address under the same rate schedule.

#### C. Service Connection Callbacks

A non-refundable service fee shall be imposed for a return trip to connect electric service for the following reasons: if at the customer's request service was previously made available at the point of delivery and an inaccurate service address provided by the customer results in a service connection call back, or if the customer postpones or cancels any service order already completed by the Utility, or if the customer requests service

that does not have a valid permit issued by the appropriate electric inspection agency.

#### D. Unlawful Use of Service (Tampering)

In cases where service has been investigated for tampering, pilfering, or unlawful diversion, and found valid, a tampering fee shall be charged. In addition to the tampering fee, a service fee, a meter test fee, if applicable, and additional security deposit shall be charged at the established rates and an estimated bill for damages and/or energy costs prepared and submitted to the customer. All charges must be paid before service is reconnected.

#### E. <u>Complaints</u>

The Utility encourages prompt resolution of any complaint by the customer about the Utility's quality of service, changes for service, or other transactions involving Utility personnel. We urge the customer to bring such complaints to the attention of the Utility.

#### F. Special Meter Readings

The Utility will make special meter readings at the request of the customer and will charge at the established service fee rate. If such special meter reading discloses that the meter was incorrectly read or in error, no charge will be made.

#### G. Damaged Meter

The customer is responsible for the condition of the metering devices(s) located on their premises. Customer damaged metering device will be replaced at the customer's expense.

#### H. Permits and Encroachments

The Utility will grant, subject to the Superintendent's approval, permission to cross or share easements. A non-refundable service charge shall be imposed for each requested permit or each application for an encroachment.

#### 3.4.7 Charges for Dusk-To-Dawn Lighting As Specified in Exhibit C

- A. A non-refundable Dusk-To-Dawn Lighting Fee will be charged to set a BIA provided pole, the fee includes fixture installation and service connection. Location will be determined by equipment access and maintenance. Pole location will be per utility direction and set by the utility.
- B. A non-refundable Service Fee will be charged for installation and service connection to an existing BIA pole located on customer premise.
- C. No dusk to dawn lights installed on customer service pole.

#### 4.0 BILLING, PAYMENTS, AND COLLECTIONS

#### 4.1 Billing

#### A. Metered Customers

The Utility shall read the customer meters every 21-35 days and shall render bills at monthly intervals unless otherwise provided by Special Contracts. Bills shall be based on the applicable rate schedule.

The amount of energy or power demand used by the customer shall be as determined from the register on the Utility's meter at the customer's point of delivery.

A reasonable estimate of the amount of energy or power demand may be made by the Utility in the event a meter is found with the seal broken, the Utility's meter fails, or Utility personnel are unable to obtain actual meter readings. The Utility may estimate usage for reasons of economy and efficiency of operations. Estimates shall be based on the pattern of the customer's prior consumption or on an estimate of the customer's typical electric load for their rate schedule when no billing history exists.

#### B. Unmetered Customers

Bills shall be determined and rendered as provided in the customer's special contract.

#### C. Service Fee Billing

The Utility may render service fee bills to the customer as a special billing. Special bills, bills for temporary service, bills rendered when premises are vacated, or bills rendered to persons discontinuing services are due on presentation.

#### 4.2 Payments

- A. Payments shall be made in person or by mail to the Utility's Finance office. The Utility's Finance Office will accept credit cards via phone or in person. The Utility's Finance Office regular business days and hours are defined as Monday through Friday, 8:00 a.m. to 4:15 p.m., except for Federal Holidays.
- B. All electric bills are due and payable upon receipt.

C. The Utility may refuse, for cause, to accept personal checks for payment of bills.

#### 4.3 Collections

- A. Bills for electric service will be delinquent if not paid on or before the fifteenth day from the date of issue of a bill.
  - 1. When delinquency occurs the utility shall attempt customer contact via telephone. However, the utility at its discretion shall discontinue service to the customer unless one of the following extensions is met.
  - 2. Extensions may be granted by the authorities in section 1.2 and are only allowed under the following circumstances:
    - a. Close of business day is imminent One business day extension.
    - b. Major medical thus preventing posting/delivering check up to two weeks.
    - c. Guarantee (evidence, at least telephonically) received from a recognized assistance provider. However, any balance that exceeds the guaranteed amount must be paid on the due date. The account must be kept current.
  - 3. Discontinuance of service for delinquency shall not relieve the customer of liability for the minimum monthly charge required by the customer service agreement or contract.
  - 4. Service will not be restored until the customer has paid all bills then due, and paid all applicable service fees listed in Exhibit C and an additional increase in security deposit per section 3.3.5 and exhibit A.
  - **5.** Delinquent debt 90+ days shall be referred to Treasury for collection.
    - a. Referral shall be accomplished by compiling information as required by the Power and Irrigation Reconciliation team.

## B. <u>Insufficient Fund Checks (Returned Check)</u>

An insufficient fund check shall cause the account to become delinquent. A returned check fee, as listed in Exhibit C, shall be charged for each collection action taken. If the customer refuses to cover the above cost, service will be discontinued and appropriate collection action will be taken.

Only legal tender, a cashier's check, or a money order shall be accepted by the Utility to cover an insufficient fund check and associated charges. If the customer has issued two or more insufficient fund checks in a twelve month period, the Utility reserves the right to reject any future checks and shall require legal tender,

a cashier's check, or a money order for payment of energy. The Utility may increase the customer's deposit to cover estimated future costs.

An accounting charge will be made when a check is returned unpaid by a bank; because of insufficient funds or other reasons. This charge will be in addition to any other applicable charges, and must be paid in cash, money order, or cashier's check, at the time the unpaid check is redeemed.

#### C. Delinquent Charges

In accordance with Title 31, Part 901.09 of the Code of Federal Regulations the following charges will be assessed for bills that are not paid on or before the 30<sup>th</sup> day of the bill due date:

- Day 31: 4% Interest will be assed from the date of delinquency, a collection letter, and a \$12.50 Administrative Charge.
- Day 61: 4% Interest
- Day 91: 4% Interest and 6% Penalty charge

In Addition, accounts that are put on Temporary Disconnect (for non-pay or requested temporary disconnect) and have a balance owing will have their meter deposit applied to the balance. In accordance with Section 4.3 Sub-Section A part 5 above debit 90 plus days will be referred to Treasury for collections.

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#### 5.0 METER READING AND METERING

#### 5.1 Meters

- A. The Utility shall furnish the meter. The customer shall provide and maintain, free of expense to the Utility, an unobstructed location and access to the meter. In multiple-occupancy buildings where groups or clusters of meters are installed, the meters shall be installed in one central location approved by the Utility. Each meter location shall be clearly marked to identify the apartment or lot served by the meter.
- **B.** The customer shall exercise reasonable care in protecting the Utility's meter and other equipment.
- C. Only Utility employees and agents or persons authorized as described in this manual are permitted to inspect or handle Utility equipment. Final connection of the meter shall, in all cases, be made by the Utility. All meters shall be sealed by the Utility.

#### 5.2 Information

- A. Each meter at a customer's premises will be considered separately for billing purposes. The readings of two or more meters will not be combined unless authorized by the Supervisory Electrical Engineer prior to combining readings.
- **B.** Each bill for electrical service will contain the following minimum information:
  - 1. Date and meter reading at the start of billing period and number of days in the billing period.
  - 2. Date and meter reading at the end of the billing period.
  - 3. Billed usage and/or demand
  - 4. Power factor Adjustment
  - 5. Utility telephone numbers
  - 6. Customer's name and service account number
  - 7. Amount due, due date, and balance forward
  - **8.** Purchase power adjustment

#### 5.3 Testing

A maintenance schedule of meter tests will be adopted utilizing a system where every customer meter will be periodically tested for accuracy.

#### 5.4 <u>Customer Testing Requests</u>

- A. On request of a customer, the Utility shall, within 10 days after receipt of such request, make a special meter test.
- **B.** The customer shall bear the cost of such tests, including meter removal and replacement except when the meter is found to be in greater error than the following limits:
  - 1. Registration error of more than plus or minus two percent at light load or at full load and unity power factor, or
  - 2. More than plus or minus three percent at full load and fifty percent power factor.

#### 5.5 Defective Meters

A. Whenever an in service meter is tested and found to be outside the acceptable limit of accuracy, the Utility shall make an adjustment, based on the corrected registration of the period in which the meter was registering incorrectly, if the period is known. If the period is not known, then the adjustment period shall not exceed six months, and in no event be longer than the present customer's occupancy.

The Utility will credit the customer's account any amount over \$1.00 if found to have been collected in excess of the proper amount. The Utility may require the customer to pay any additional amount due, as the case may be.

- **B.** When a meter fails to register for any period, the Utility may estimate the charge for service during such period, and bill the customer an estimated amount with the estimate based on the best available data.
- C. When a customer has been over or under-charged because of incorrect installation of a meter or the use of an incorrect meter multiplier in billing the account, the amount of the over-charge shall be adjusted and credited to the customer, if in excess of \$1.00. Under-charge may be adjusted and billed to the customer, if in excess of \$5.00. An adjustment period shall not exceed the length of time service has been supplied to the customer.

### 5.6 <u>Investigative Meter Test(s)</u>

The watt-hour meter and its associated equipment shall be tested, at the customer's expense, when it is associated with unauthorized energy diversion, tampering or fraud. The meters, associated devices, and test result shall be held by the Utility as evidence in the case.

#### 6.0 ENGINEERING AND OPERATIONS

#### 6.1 General Provisions

- A. The Utility may extend or upgrade its electric system to service new or increased loads, if such construction is financially or physically feasible, and in the Utility's judgment, is in the best interest of the Utility.
- **B.** If funds are not available, but the construction would not be adverse to the interest of the Utility, a customer may contract with the Utility to finance all necessary construction. All costs shall be paid in advance prior to commencement of construction of any line extension(s).
- C. A customer may be allowed to furnish the required material or equipment for an extension or upgrade or to pay the Utility for such installation. Any items furnished or construction performed by the customer shall comply with the applicable plans and specifications approved by the Utility. An installation or extension when completed shall be and remain the property of the United States Government.
- D. No service will be energized until inspected and green tagged by the Colorado River Indian Tribe's, building inspector. The Utility may not connect service if, upon inspection of the installation, safety concerns or code violations are discovered.
- E. The Utility will follow and use for reference the following; American Public Power Association (APPA) Safety Manual, Occupational Safety and Health Administration (OSHA), Rural Utilities Service (RUS) BULLETIN 1728F-804, the National Electrical Code (NEC), and NESC National Electric Safety Code. If in any situation these manuals do not agree on a particular subject, then the Colorado River Agency will adopt the strictest policy.

#### **6.2** Preliminary Estimate

Upon request by a customer for a line extension, the Utility shall prepare, without charge, a preliminary sketch and rough estimate of the cost of installation to be paid by said customer.

#### 6.3 Detailed Estimates and Deposit

Any customer requesting the Utility to prepare detailed plans, specifications, or cost estimates for a line extension is required to deposit with the Utility an amount equal to the estimated cost of preparation. The Utility shall, upon receipt of deposit, make available within 90 days such plans, specifications, or cost estimates of the proposed line extension. If and when the customer authorizes the Utility to proceed with construction of

the extension, the deposit shall be credited to the total cost of construction; otherwise, the deposit shall be non-refundable. If the extension is to include over sizing of facilities to be done at the Utility's expense, appropriate details shall be set forth in the plans, specifications, and cost estimates. Subdivisions providing the Utility with approved plats, indicating Utility corridors, right-of-ways, and easements shall be provided with plans, specifications, or cost estimates within 60 days after receipt of the deposit referred to above.

#### 6.4 Agreements

For system extensions or upgrades, which require the customer to advance construction costs, a written contract shall be signed by the Utility and the customer, and a copy provided to the customer.

#### 6.5 Utility Financing

If funds are available, the Utility may absorb the cost of extensions to the extent that the cost does not exceed five times the annual guaranteed revenue to be derived from the extension. For purposes of this rule, extension cost shall include all normal costs including transportation, material, and labor. All Utility contracts with the assumption the Utility will absorb extension costs are to have prior approval of the Superintendent.

At the discretion of the Superintendent a surety bond with a term of five years, or other means of security, may be required by the contract to cover the extension costs.

#### 6.6 Construction Service, Short Term Service and Temporary Service

The Utility will require the customer to pay in advance the estimated cost of connecting, disconnecting, furnishing, installing and removing the facilities required to render service. After termination of service, any remaining deposit in excess of the actual cost of installing and removing facilities, and any unpaid electric bills shall be refunded. A deposit may also be required for the estimated cost of electric service, in addition to the other deposits.

#### 6.7 Trailer, Mobile Home, and Recreational Vehicle Parks

New or extended trailer, RV, and mobile home parks must be constructed to meet Utility, city, county, state, Tribal and NEC standards. However, the Utility will not construct or participate in the cost of the internal secondary wiring required to serve individual trailers or mobile homes. The Utility will be the sole judge as to the number of primary delivery points required by the mobile home park to provide satisfactory service to individual users. Metering of the mobile home Park may be one of two ways:

- A. A master meter can be provided, at each delivery point, to meter the delivery to the mobile home Park. The energy from this type of metering shall be billed using the commercial rate schedule.
  - (1.) As pursuant to section 2.5 no customer in anyway shall resale, rebill or supply any other premises with electric current unless authorized to do so.
  - (2.) Also in accordance with section 1.4 all Utility customers and the Utility shall be in compliance with the Operations Manual.
- B. Trailers or mobile homes may be supplied and billed through individual meters under the residential rate providing that the mobile home park owner provides each site with an adequate secondary service supply and individual metering service entrance panels. The mobile home park owner shall guarantee payment of minimum bills on vacant spaces.

#### 6.8 Relocation of Utility Facilities at Customer Request

Relocation of existing utility facilities will be considered at the customer's request provided all of the following conditions are met:

- A. It is economically feasible.
- **B.** It is operationally sound.
- C. Rights-of-way or easements are provided by the customer.
- **D.** The customer pays, in advance; the total estimated cost of construction for moving the existing facilities.

#### 6.9 Underground Extension

Underground line extensions in lieu of overhead extensions will be made only where mutually agreed upon by the Utility and the customer. Such agreements shall provide that the customer will reimburse the Utility the cost of the underground facilities.

#### 6.10 Other Deposits

Deposits to guarantee the payment of electric service bills will be in addition to any other advances or deposits required above.

#### 6.11 Subdivisions

The developer/contractor of a subdivision is required to install and pay 100% of all underground primary and secondary conductor, conduit, trenching, transformer pads and

metering sockets. Primary wiring and conduit will be installed at the nearest hook-up point as designated by the Utility.

#### 6.12 Commercial and Irrigation

The developer/contractor/owner of a commercial and or irrigation system is required to install and pay 100% off all underground primary and secondary conductor, conduit, trenching transformer pads, and metering sockets. Primary wiring and conduit will be run to the nearest hook-up point as designated by the utility.

#### 6.13 Line Extension Credit

The Utility will provide up to a maximum of 900 feet of overhead line extension to provide service to new customers.

#### **6.14** Detrimental Loads

Electrical Service will not be utilized in a manner that could cause service disturbance transients or voltage fluctuations to other customers. In the event, that any customer uses equipment such as welders or large motor starting equipment that is detrimental to the service of other customers he/she may be required to install, at his/her expense, regulative equipment to control the fluctuations. Services will not be supplied or may be discontinued until corrective measures are taken.

#### 6.15 Power Factor Correction

An adjustment for power factor (PF) will be made by increasing the billing demand for each month by 1% for each 1% or major fraction thereof by which the lagging power factor is less than 95%. This includes any load served by the Utility, including irrigation, however this does not include existing irrigation pumps. All new irrigation pumps will have power factor correction. The capacitors will be switched with the motor and installed in accordance with Article 460, NEC 1990.

#### **6.16** Motor Loads

Both single and three- phase motor loads must be installed to the latest version of the National Electrical Code (NEC).

#### 6.17 Curtailment

Should a serious power shortage develop, the Utility reserves the right to enact an emergency curtailment program limiting the use of electrical energy to customers as may be necessary.

#### 7.0 SERVICE ENTRANCE POLICY

#### 7.1 Type of Service

Service for lights and the usual domestic and other appliances, including motors of less than seven and one-half horsepower shall be single phase, nominally 120 to 240 volts, three wire, except when special approval for another type of service has been obtained from the Utility. Three-phase service at suitable voltage may be furnished for motor installations of seven and one-half horsepower and larger, provided a three-phase circuit of the required voltage and capacity is available where the service is desired. All service will be sixty hertz.

#### 7.2 New Service

On each new service, the customer shall provide and maintain a service entrance at a location convenient to the lines of the Utility. All connections from the service entrance to the meter base and from the meter base to the customer's main line circuit breaker or distribution center shall be provided by the customer.

#### 7.3 Meter and Meter Socket

The meter will be furnished by the Utility. The meter socket will be furnished and installed at the customer's expense. The meter shall be in a suitable location on the outside of the building, or service pole, where the meter will be accessible to the meter reader at all times. All meters should be placed as close to, and/or facing a street or an accessible easement if possible. Refer to the CRA Installation manual, section 300 located at <a href="http://www.indianaffairs.gov/cs/groups/xregwestern/documents/text/idc-037760.pdf">http://www.indianaffairs.gov/cs/groups/xregwestern/documents/text/idc-037760.pdf</a>. Exceptions must have prior approval by the Utility.

#### 7.4 Required Clearance and Compliance

For clearances, please refer to the CRA Installation manual, sections 300 and 400, located at <a href="http://www.indianaffairs.gov/cs/groups/xregwestern/documents/text/idc-037760.pdf">http://www.indianaffairs.gov/cs/groups/xregwestern/documents/text/idc-037760.pdf</a>. The entire service installation must meet the requirements of the Utility, Tribe, and must conform to the provisions of the National Electrical Code.

#### 7.5 Changes to Installation

- A. When alterations of a customer's premises make it necessary to move an existing meter loop, the customer may be required to install a meter socket in the new loop, located in conformity with the stipulations of this section.
- B. If the customer elects to increase the service entrance capacity, and this requires increasing the conductor size, the meter base capacity, or the service disconnect

capacity, the service entrance shall be brought up to current Utility requirements before being reconnected.

#### 7.6 <u>Inspection</u>

Inspection of new or modified Service Entrances must be made by the Tribal Building Inspector, and must pass final inspection and be green tagged prior to the Utility connecting the service.

The customer's electric service will **not** be energized by Colorado River Agency personnel unless these specific requirements herein have been met and the service has been green tagged by the Tribal Building Inspector.

#### 7.7 Minimum Safety Standards

If the meter is removed at the customer's request, or removed for non-payment or other causes, the service entrance shall be brought up to minimum safety requirements and final inspection made by the Tribal Building Inspector before being reconnected, as follows:

- A. All live parts enclosed.
- **B.** Service disconnects in operating condition.
- C. Overcurrent devices in operating condition.
- D. The meter base and the service disconnect switch enclosure are installed per the CRA installation manual, located at <a href="http://www.indianaffairs.gov/WhoWeAre/RegionalOffices/Western/WeAre/ColoradoRiver/index.htm">http://www.indianaffairs.gov/WhoWeAre/RegionalOffices/Western/WeAre/ColoradoRiver/index.htm</a>.
- **E.** The conductor insulation is in safe condition to reconnect.
- **F.** Service entrance is securely fastened to a substantial mounting base.
- G. Service wires or other power conductors do not cross over any buildings or near equipment with clearances less than the minimum Utility, NEC, or NESC Standards.

If the service entrance cannot reasonably be brought up to minimum safety requirements because of poor condition of components, or location impracticality, a new service entrance shall be constructed complying with current service entrance requirements of the Utility or other governing bodies, including Utility approval of location and mounting base.

#### 8.0 RIGHTS-OF-WAY

#### 8.1 Obtaining Rights-of-Way

Where there is no existing rights(s)-of-way for the facilities of the Utility, the customer shall be responsible for obtaining or granting all rights-of-way and/or easements necessary to the furnishing of service. The Utility will **not** install any facilities without proper rights-of-way or easements.

#### 8.2 Ownership

All rights-of-way, material, or equipment furnished and/or installed by a customer pursuant to Section 6 shall become and remain the property of the United States.

#### **8.3** Individual Allotment or Tribal Trust Lands

The Utility and customer shall abide by the procedures, terms, and conditions of Part 169, Title 25, code of Federal Regulations governing rights-of-way over and across tribal land, individually owned land and government land.

#### **8.4** Vegetation in Rights-Of-Way

Colorado River Agency has a ten (10) foot radius right-of-way on either side of the outside wire of the power line. (APPA Safety Manual section 702, c, 1, page 137.; 29 CFR1910.269, 4, iv, (r), page 792; ANSI A300 and RUS Bulletin 1728F-804, section M.) CRA will assess whether a tree is a hazard to its power line before a crew is scheduled. If it is determined that the tree is a hazard to the power line, it will be trimmed back ten (10) feet from the line.

Whenever CRA has a concern with vegetation outside of the right-of-way that are a hazard to its power line, the branches will be trimmed back ten (10) feet from the power line.

Vegetation that is deemed to be problematic to system reliability by utility personnel shall be removed.

For lines that are energized at more than 50 kV, the minimum clearance distance is ten (10) feet plus four (4) inches for every 10kV over 50kV. (APPA Safety Manual Section 702, c, 2, page 137; OSHA 1910.269(R)(2).)

Hazards will be determined by utility personnel. Where vegetation creates a hazard on the secondary lines, it is the customer's responsibility to keep the vegetation clear of the lines. If the customer contacts CRA to trim vegetation on the customer's property for secondary lines, the customer will be billed for all expenses associated with the vegetation trimming. If hazard is not removed by customer power will be disconnected until hazard is removed.

#### 8.5 Encroachment

An encroachment is a physical intrusion (any use or activity) within a right-of-way that restricts, in any way, the full use or purpose for which the right-of-way was established. Depending upon the type of encroachment, the holder of the easement or right-of-way may require that the structure be removed or land use be terminated at the landowner's expense. If the Electrical Crew cannot work in a safe efficient manner, the power crew will leave until the right-of-way has been cleared. Depending on the severity of the situation, service will be terminated at the transformer or junction point.

#### 9.0 APPEALS

#### 9.1 Appeals to the Regional Director

- A. Any person adversely affected by a decision made under this part by a person under the authority of a Regional Director may file a notice of appeal with the Regional Director within 30 days of the personal delivery or mailing of the decision. The notice of appeal shall be in writing and shall clearly identify the decision being appealed. No extension of time shall be granted for filing a notice of appeal.
- B. Within 30 days after a notice of appeal has been filed, the appellant shall file a statement of reasons with the Regional Director. The statement of reasons shall explain why the appellant believes the decision being appealed is in error, and shall include any arguments that the appellant wished to make and all supporting documents. The statement of reasons may be filed at the same time as the notice of appeal. If no statement of reasons is filed, the Regional Director may summarily dismiss the appeal.
- C. Documents are properly filed with the Regional Director when they are received in the facility officially designated for receipt of mail addressed to the Regional Director, or in the immediate office of the Regional Director.
- **D.** Within 30 days of filing of the statement of reasons, the Regional Director shall:
  - 1. Render a written decision on the appeal, or
  - 2. Refer the appeal to the Office of Hearings and Appeals Board of Indian Appeals for decision.
- E. Where the Regional Director has not rendered a decision within 30 days of filing of the statement of reasons, the appellant may file an appeal with the Office of Hearings and Appeals Board of Indian Appeals.

#### 9.2 Appeals to the Interior Board of Indian Appeals

A. A Regional Director's decision under this part, except a decision concerning rates or fees may be appealed to the Office of Hearings and Appeals Board of Indian Appeals pursuant to the provisions of 43 CFR Part 4, Subpart D. The address for the Interior Board of Indian Appeals is:

Office of Hearings and Appeals 4015 Wilson Boulevard MS 1103-Ballston Tower No. 3 Arlington, Virginia 22203

- **B.** Where the Regional Director determines to refer an appeal to the Office of Hearings and Appeals Board of Indian Appeals, in lieu of deciding the appeal, he/she shall be responsible for making the referral.
- C. If no appeal is timely filed with the Office of Hearings and Appeals Board of Indian Appeals, the Regional Director's decision shall be final for the Department of the Interior.

#### 9.3 Utility Actions Pending the Appeal Process

Pending an appeal, Utility actions relating to the subject of the appeal shall be as follows:

- A. If the appeal involves discontinuance of service, the Utility is not required to resume such service during the appeal process unless the customer meets the Utility's requirements.
- **B.** If the appeal involves the amount of a bill and
  - 1. The customer has paid the bill, the customer shall be deemed to have paid the bill under protest until the final decision has been rendered on the appeal; or
  - 2. The customer has not paid the bill and the final decision rendered in the appeal requires payment of the bill, the bill shall be handled as a delinquent account and the amount of the bill shall be subject to interest, penalties, and administrative costs pursuant to Section 3 of the Federal Claims Collection Act of 1966, as amended, 31 U.S.C. 3717.

If the appeal involves an electric power rate, the rate shall be implemented and remain in effect subject to the final decision on the appeal

# **APPENDIX**

Exhibit A
Exhibit B
Exhibit C

## EXHIBIT A

## **Deposit Schedule**

- 1.) A cash deposit in the amount of twice the monthly average bill shall be required. When service to a customer has been disconnected for non-payment of a delinquent bill, the deposit may be increased to an amount equal to two and one-half (2½) times the highest bill on the account.
- 2.) For new residential accounts with no load history a \$100 cash deposit shall be required. If, after one year, the deposit is found to be inadequate, the deposit will increase with 1 above.
- 3.) For new commercial and irrigation accounts with no load history a \$500 cash deposit. If, after one year, the deposit is found to be inadequate, the deposit will increase with 1 above.

The Deposit Schedule applies to Rate schedule 1 – Residential (single family occupancy with no commercial activities), Rate Schedule 2 – Commercial activities, and Rate Schedule 3- Irrigation Pumping.

This Deposit Schedule shall become effective upon signature of Regional Director and remain in effect until amended in accordance with section 175.11 of CFR.

Additional points-of-service, or accounts, will require an ELECTRIC SERVICE APPLICATION for each account.

THIS DEPOSIT SCHEDULE EXHIBIT A HAS BEEN APPROVED BY:

Regional Director

Effective Date

# EXHIBIT B

# REVISED POWER RATE SCHEDULES FOR POWER CUSTOMERS EFFECTIVE JULY 1, 1982

<u>Rate Schedule #1 – RESIDENTIAL:</u> This schedule applies to electrical service required for residential purposes in individual private dwellings and in individually metered apartments delivered through one meter to a customer at one premises either urban or rural, for domestic use only. The electric service is to be used only on the consumers own premises and must not be resold.

- 1. \$10.80 for the first 100 kilowatt-hours or less.
- 2. 7.5 cents per kilowatt-hour for the next 300 kilowatt-hours.
- 3. 7.0 cents per kilowatt-hour for the next 800 kilowatt-hours.
- 4. 6.0 cents per kilowatt-hour for all additional kilowatt-hours.

<u>Rate Schedule #2 – COMMERCIAL:</u> This schedule applies to electrical service required by commercial, industrial and off-reservation irrigation pumping for all users when such service is supplied at one point of delivery and measured through one meter. The electric service is to be used on the consumer's own premises only and must not be resold.

- 1. \$11.40 for the first 100 kilowatt-hours or less.
- 2. 8.0 cents per kilowatt-hour for the next 900 kilowatt-hours.
- 3. 6.8 cents per kilowatt-hour for the next 4000 kilowatt-hours.
- 4. 5.3 cents per kilowatt-hour for all additional kilowatt-hours.
- 5. Demand Charge \$14.25 for the first 5 kilowatts, \$4.75 per kilowatt for all billing demand over 5 kilowatts.

MINIMUM CHARGE: \$14.25 or \$4.75 per kilowatt of billing demand for billing demands over 5 kilowatts, or the amount specified in the contract, whichever is greater.

<u>Rate Schedule #3 – IRRIGATION PUMPING:</u> This Schedule applies to electrical service required for pumping of irrigation water for irrigation systems located on the reservation when such service is supplied at one point of delivery and consumption is measured through one meter and is approved by the Officer in Charge. Use must be limited to the customer's premises and must not be resold.

- 1. Energy Charge 3.3 cents per kilowatt-hour.
- 2. Demand Charge \$3.00 per kilowatt of billing demand.

MINIMUM CHARGE: \$3.00 per kilowatt of billing demand or contract demand whichever is greater.

Rat	te Schedule # 4-STREET AND AREA LIGHTING:	UNMETERED	KWH/MO
1.	100 watts, High Pressure Sodium (8,550 lumens)	\$8.43	35
2.	250 watts, High Pressure Sodium (26,100 lumens)	\$10.75	88
3.	400 watts High Pressure Sodium (45,000 lumens)	\$15.45	140

4. The utility does not recommend or supply any street or area lighting above 400 watts. If the customer installs lighting greater than 400 watts the usage will be based on an average 8 hour usage times the current rate schedule.

<u>BILLING DEMAND:</u> — The highest 15 minute integrated demand in kilowatts occurring during the month or the demand specified in a contract, whichever is greater.

# EXHIBIT C SERVICE FEE SCHEDULE

The following are the service fee requirements for all customers as set forth in the **Operations Manual.** 

Δ	Customer	service	calls:
T	<b>USUUIII</b>	OCT ATO	CHIED.

Regular hours 8:00 a.m. to 4:30 p.m.

**Actual Cost** 

\$50.00 Minimum

After hours: after 4:30 p.m./Weekends/Holidays

**Actual Cost** 

\$200.00 Minimum

B. Meter Test

\$50.00

(For all charges in A and B above: The fee will be refunded if analysis indicates a problem with utility equipment)

•	Returned	Check	Fee

\*\$45.00

D. Reconnect Fee

\$25.00

E. New Service Connection Fee

\$100.00

F. Temporary Construction (minimum) service fee

\$100.00

G. Tampering Fee

\$1,000.00

H. Dusk to Dawn Lighting Fee

Set light on existing BIA pole

\$250.00

Set BIA Pole

\*\*\$1000.00

THIS SERVICE FEE SCHEDULE EXHIBIT C HAS BEEN APPROVED BY:

Regional Director

Effective Date

<sup>\*</sup> price depends on current bank rates.

<sup>\*\*</sup> Price depends on current market price of the poles. If Customer signs a two year contract, the price of the pole will be half of the current market price.