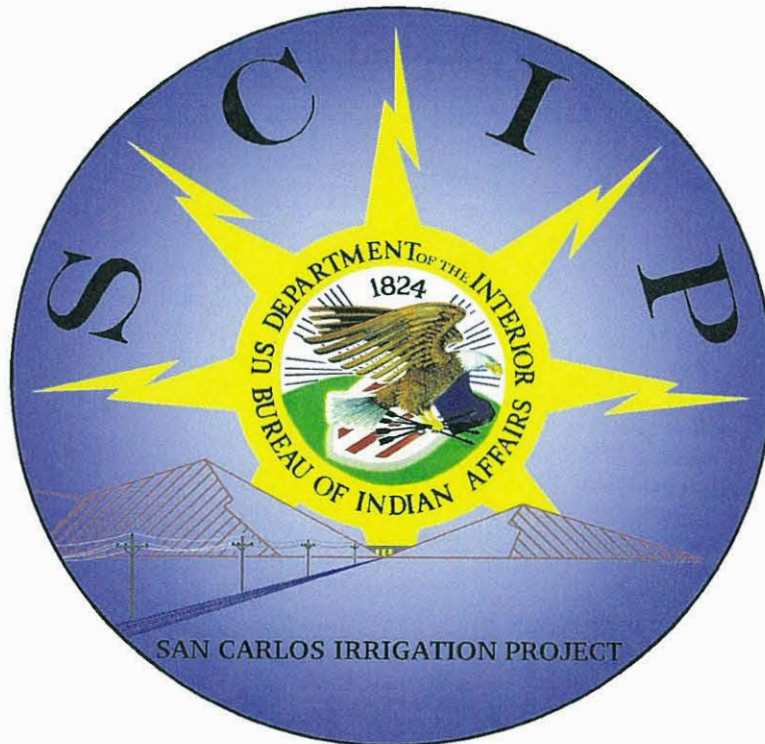


**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS**

**SAN CARLOS IRRIGATION  
PROJECT**



**OPERATIONS MANUAL  
COOLIDGE, ARIZONA  
Revised April, 2009**

The following Operations Manual provides operating procedures and policies which are in accordance with **25 C.F.R. § 175**.

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### **Definitions**

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

**Appellant:** Any person who files an appeal under 25 CFR PART 175.

**Applicant:** Any person requesting the Utility to supply power.

**Area Director:** The Bureau of Indian Affairs official in charge of a designated Bureau of Indian Affairs Area, or an authorized delegate.

**Billing Month:** The period between any two (2) regular readings of the utility's meters at approximately 30 day intervals.

**Billing Period:** The time interval between two (2) consecutive meter readings that are taken for billing purposes.

**Business Office:** The Division of the Utility which provides assistance or service to Utility Customers related to preparing billings, accepting collections, working delinquent accounts, requesting connections, disconnections or other changes to service as provided in the Operations Manual.

**Contribution-In-Aid-of-Construction:** Capital funds received from the Customer as an up-front payment toward design and construction to be provided to the Customer by the Utility; also may be referred to as an Advance Toward Construction. These funds are not refundable.

**Connected Load:** The sum of the ratings of the Customer's Power consuming equipment which is or may be connected to the Utility's installation or system.

**Customer:** Any individual, business or government entity, which is provided or which seeks to have

provided, services of the Utility.

**Customer Charge:** 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 disconnection, special meter-reading or other assistance or service as provided in the operations manual.

**Day:** Calendar day.

**Dedicated:** Electric service provided to a Customer via facilities usually used only to serve that Customer.

**Demand:** The rate at which Electrical Energy is delivered to or by an electric system at a given instant or averaged over a designated interval of time. Demand may be expressed in Kilowatts, Kilovolt-amperes, megawatts or other suitable units. Types of Demand may include:

- a. **Average Demand:** The Electrical Energy delivered during any interval of time as determined by dividing the total Energy by the units of time in the interval.
- b. **Billing Demand:** Demand, usually expressed in Kilowatts, used for calculation of the Customers monthly bill. The Billing Demand shall be comprised of the **Peak Demand** that occurs within the **Billing Month**.
- c. **Demand Interval:** The time period which Electric Energy is measured, usually in 15-, 30-, or 60 minute increments.
- d. **Interruptible Demand:** The amount of Customer Demand that, in accordance with contractual arrangements, can be interrupted by direct control of the electric system operator or by action of the Customer at the direct request of the electric system operator. In some instances, the Demand reduction may be initiated by the direct action of the electric system operator (remote tripping) or by a special over current device such as a re-closer designed specifically to monitor the amount of energy being delivered to a Customer and pre-set to trip should said energy reach a level higher than agreed in accordance with contractual provisions between the Customer and the Utility.
- e. **Peak Demand:** The highest electric requirement occurring in a given period (e.g., an hour, a day, month, season, or year).

**Distribution lines:** The Utility's system of poles, ducts, wires or equipment 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.

**Electrical Service Contract/Application/Request for Service:** The written forms provided by the Utility, which must be completed and signed by a Customer requesting new electric service and/or upgrades, disconnection etc. to existing electric service provided by the utility. This document also serves as an agreement/contract between the Utility and the Customer and constitutes a binding agreement between the Utility and the Customer, except for services provided under a special contract. (See Exhibits)

**Electric Power Utility or Utility:** Means that program administered by the Bureau of Indian Affairs which provides for the marketing of electric power or energy.

**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.

**Electrical Energy/Energy:** The use of electric Power by a device during a period of time, expressed in kilowatt-hours (kWh).

**Energy Diversion:** The unauthorized connection to the Utility system or the bypassing of authorized metering points.

**Extension/Line Extension:** Lines and/or Service Laterals required to extend electric service from the Utility's existing permanent facilities to the Point of Delivery.

**Gratuities:** Gifts given without claim or demand, bonus or obtained without charge.

**Hopping:** Situations wherein a group of individuals benefiting from the same electrical service periodically put the service in their different respective names based on service discontinuance. Hopping may be determined via review of valid leases (Utility discretion whether to accept a questionable lease), calls to landlords and/or to other utilities to determine whether the same group of individuals (e.g. family members, etc.) are co-located.

**Joint Use:** Any recognized organized utility organization supplying electric power, communications, or cable television services to the public wishing to share space on any SCIP-owned pole. Certain minimum criteria are required for any organization desiring joint use status on any SCIP-owned pole, including providing to SCIP management a Certificate of Insurance showing Comprehensive General Liability Insurance with a combined single limit of one million dollars (\$1,000,000.00) for each occurrence.

**Kilovolt-Ampere (kVa):** 1000 volt-amperes.

**Kilowatt (kW):** A unit of Power equal to 1,000 watts or approximately 1.341 horsepower.



**Kilowatt-hour (kWh):** The amount of Energy delivered in one hour when delivery is at a constant rate of one Kilowatt.

**Life Sustaining Need for Electricity:** A medical ailment or sickness for which a residential Customer must obtain an annual verification document from a licensed medical physician that states the nature of the illness and that discontinuance of the Electrical Service would be fatal to the Customer's health. Examples would include: kidney/hemo/peritoneal dialysis, ventilators/oxi meters (not small nebulizers), C-Pap, O<sub>2</sub> concentrators, feeding/infusion pumps.

- a. The notice for this requirement is included on the Electric Service Contract /Application/ Request for Service form. (See Exhibits)
- b. The verification document must be updated and a copy filed at the SCIP Coolidge Business Office annually. (See Exhibits)

**Limits of Acceptable Meter Accuracy:** (See Section 5.5)

**Master Meter:** 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 Clearance:** The approval of an electric installation by the city, county, state, tribal, or governing safety authority having jurisdiction in accordance with its standards.

**Metering Equipment:** The instrument/s and equipment used for measuring, indicating or recording the flow of electricity that has passed through it including current transformers, test switches, etc.

**Meter Tampering:** A situation where a meter or metering point has been illegally compromised. This also includes the breaking and/or cutting of the seal.

**Minor:** A person under the age of 18 except that no person who has been emancipated by marriage will be deemed a child.

**Officer-in-Charge:** Means the individual designated by the Regional Director as the official having day-to-day authority and responsibility for administering the utility, consistent with 25 CFR PART 175. (See Project Manager)

**Operations Manual:** The Utility's written compilation of its procedures and practices which govern service provided by the Utility.

**Power:** The time rate of transferring energy, usually expressed in Kilowatts.

**Power factor:** The ratio of real Power (Kilowatts) to apparent Power (Kilovolt-Amperes) for any given load and time and generally expressed as a percentage.

**Power rates:** Means the charges established in a rate schedule(s) for electric service provided to a Customer.

**Primary Metering:** Metering located at the Point of Delivery to measure or record the flow of electricity for a Customer requiring delivery of service at a voltage of 12,470 volts.

**Primary Service:** Electric service that does not require further transformation by the Utility at the low side of a Distribution substation.

**Project Manager:** The Officer-in-Charge designated by the **Regional Director** as the official having a day-to-day authority and responsibility for administering the Utility, in accordance with the Code of Federal regulations, this Operations Manual and in accordance with practices that are common to the Utility Industry (where applicable) as they relate to the operation of the Utility. (See Officer in Charge)

**Point of Delivery:** In general, the point where the Utility's electric facilities are attached to or make contact with a Customer's Service Equipment.

**Regional Director:** The Bureau of Indian Affairs official in charge of the Western Region of the Bureau of Indian Affairs or an authorized delegate. (See **Area Director**)

**Revenues:** Monies collected from Utility power services and administered for Utility purposes.

**Residential:** A residential service is defined as a service to a dwelling unit containing one or more rooms for the use of one or more persons as a housekeeping unit with space for eating, living, and sleeping, and permanent provisions for cooking and sanitation. Any other structure(s) not meeting this definition shall be assigned to a rate schedule other than Residential, regardless of the property zoning.

**Satisfactory Credit Relationship:** Customer makes no late payments to the Utility in the prior 12-month period as evidenced by the record and the account is absent penalties within the respective frame.

**Seasonal Customer:** Customer that requests service to be reconnected in same name as disconnected after no longer than a 12-month absence.

**Service:** The electric service and Customer service provided to the Customer by the utility.

**Service agreement:** The written form provided by the Utility which constitutes a binding agreement between the Customer and the Utility for service except for service provided under a special contract. (See **Electrical Service Contract/Application/Request for Service.**)

**Service Characteristics:** The unique characteristics of an electric service including the voltage, current capacity/ampereage and phase characteristics (i.e. single phase, three phase etc.) as stated

on the factory name plate of the Customer's Service Entrance Equipment by the Manufacturer of said Service Entrance Equipment.

**Service Entrance/Service Entrance Section (SES):** The necessary electrical facilities, usually consisting of a circuit breaker or switches and fuses, conductors and accessories, constituting the main control and cut-off of the electrical supply and 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:** The charge for providing administrative or Customer service to Customers, prospective Customers, and other entities having business relationships with the Utility.  
(See Exhibits)

**Service Lateral:** A system of wires, fixtures and sometimes poles, or the equivalent ducts, conduits and cables used to conduct electricity from the Utility's line or Distribution transformer to the Point of Delivery.

**Service Requirements:** The electrical requirements of a Customer's electric service entrance equipment including the required voltage, current capacity/ampacity and phase requirements (ie single phase, three phase etc.) based on the ratings stated on the factory name plate of the Customer's Service Entrance Equipment by the Manufacturer of said Service Entrance Equipment.

**Special contract:** Means a written agreement between the Utility and a Customer for special conditions of service. A special contract may include, but is not limited to, such items as: Street or area lights, traffic lights, telephone booths, irrigation pumping, un-metered services, system extensions and extended payment agreements.

**Transmission/Transmission System:** The interconnected group of lines and associated equipment used by the Utility for the movement or transfer of Electrical Energy between points of supply and points at which it is transformed for delivery to Customers or is delivered to other electric systems.

**Utility:** The Power Division of the San Carlos Irrigation Project, not including the Irrigation Division.

**Utility Equipment:** 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. (See Business Office)

## **1.0 GENERAL PROVISIONS**

### **1.1 General Policy Statement**

The San Carlos Irrigation Project was authorized by an Act of Congress in 1924 to provide irrigation water to the project landowners. In 1928, a hydro-electric power system was developed at Coolidge Dam to generate power, incidental to releases of stored irrigation water, for irrigation pumping in Utility lands and the sale of excess power. In carrying out the original intent of the authorizations, this Operations Manual was developed to govern the supply and safe use of electric service consistent with equitable treatment for individual Customers, the fiscal integrity of the Utility and efficient management of Utility resources in the best interest of all Utility Customers. It is not a complete set of rules governing the installation of electrical wiring or equipment.

### **1.2 Compliance**

The Utility is governed by Part 175 of Title 25 CFR, applicable Federal laws, United States Code (USC) requirements and this Operations Manual.

### **1.3 Authority of Area Director (Regional Director)**

The Area Director may delegate authority under this part to the Officer-in-Charge except for the authority to set rates.

### **1.4 Operations Manual**

- a) The Area Director shall establish an Operations Manual for the administration of the utility, consistent with 25 CFR part 175 and all applicable laws and regulations. The Area Director shall amend the operations manual as needed.
- b) The public shall be notified by the Area Director of a proposed action to establish or amend the Operations Manual. Notices of the proposed action shall be published in local newspaper(s), and provided by such other means, if any, as determined by the Area Director. The notice shall contain: A brief description of the proposed action; the effective date; the name, address and 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

30 days before the scheduled effective date of the Operations Manual, or amendments thereto.

- c) After giving consideration to all comments received, the Area Director shall establish or amend the Operations Manual, as appropriate. A notice of the Area Director's decision and the basis for the decision shall be published and posted in the same manner as the previous notices.

### **1.5 Authority of Project Manager (Officer in Charge)**

The Project Manager is responsible for the operation of the Utility and the enforcement of Part 175 of Title 25 of the CFR, various U.S. Federal laws and the operating procedures and policies within this Operations Manual. The Project Manager is authorized to enforce and carry out the regulations and the provisions of the Operations Manual either directly or through other designated Utility employees. In addition, the Project Manager is authorized to make decisions in accordance with practices that are common to the Utility Industry (where applicable) as they relate to the efficient operation of the Utility, should a situation arise that is not clearly addressed by the Operations Manual.

### **1.6 Information collection**

The information collection requirements contained in the Electrical Service Contract/Application to be completed by persons wishing to receive 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 such as their Taxpayer Identification Number pursuant to 31 U.S. Code (USC) §7701(c). (see 3.31 Written Application)

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

### **2.1 Revenues collected from power operations**

The Area Director shall set service fees and electric power rates in accordance with the procedures in 25 C.F.R. § 175.11 and 175.12 to generate power revenue.

- a) *Revenues.* Revenues collected from power operations shall be administered for the following purposes:
  - 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 for, and insuring continuous operation of the utility;

- 3) Amortization, in accordance with 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) *Rate and fee reviews.* Rates and fees shall be reviewed at least annually to determine if project revenues are sufficient to meet the requirements set forth in paragraph (a) of this section. The review process shall be as prescribed by the Area Director.
- c) Periodic Studies.

The Project Manager shall make periodic studies of power costs, energy rates and the Operations Manual governing the management of the Utility. Recommendations for proposed changes in rates and manual provisions are to be submitted to the Regional Director for review. The rates and fees for providing electrical services and Customer services as set forth in schedules will be reviewed annually by the Project Manager, through the Utility Power Manager 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 indicates that revenues will not be sufficient to meet the requirements set forth in paragraph a). of this section, the Project Manager shall undertake further studies to determine whether adjustments to the rates, the fees or both the rates and the fees are necessary and recommend appropriated adjustments to the Regional Director for review, approval and public notice pursuant to Part 175.12 of Title 25 of the CFR.

## **2.2 Procedures for setting service fees**

The Area Director shall establish, and amend as needed, service fees to cover the expense of Customer service. Service fees shall be set by unilateral action of the Area Director and remain in effect until amended by the Area Director pursuant to this section. At least 30 days prior to the effective date, a schedule of the service fees, together with the effective date, shall be published in local newspaper(s) of general circulation and posted in the utility office(s). The Area Director's decision shall be final for the Department of the Interior.

The Project Manager, pursuant to Section 2.1 b) shall prepare changes and recommend the adjustments to the Regional Director who has authority to set or amend the service fees. The Project Manager shall cause the changes to be published in local newspaper(s) of general circulation and posted in the Utility offices, together with the effective date, at least 30 days prior to the effective date in accordance with 25 C.F.R. § 175.11.

The Utility shall implement the approved service fees upon the effective date and they shall remain in effect until amended by the Regional Director.

**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 Area (Regional) Director shall adjust electric power rates according to the following procedures:

- a) Whenever the review described in 2.1(a) of this Operations Manual indicates that an adjustment in rates may be necessary for reasons other than a change in cost of purchased power or energy, the Area 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 Area 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 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 (5) days following the meeting.
- c) 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.
- d) Rates shall remain in effect until further adjustments are approved by the Regional Director pursuant to this Section.

**2.4 Procedures for adjusting electric power rates to reflect changes in the cost of purchased power or energy**

Whenever the cost of purchased power or energy changes, the effect of the change on the cost of service shall be determined and the Area 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 Area Director and shall remain in effect until amended by the area Director pursuant to this section. 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 2.3 of this Operations Manual. The Area Director's decision shall be final for the Department of the Interior.

**2.5 Procedures for Determining Customer Classification in Regards to Utility Rate Schedule**

- A. Customer shall request an Application for Electric Service/Contract and shall be required to complete all information on said Application in order for the Utility to determine the appropriate Customer classification (residential, small commercial, large commercial and industrial). Services specifically for wells or shared wells for domestic water shall be categorized as other than residential regardless of how many water users are served.
- B. New Commercial/Industrial Customers applying for service where the Utility provides a design to construct new facilities in order to provide said service, said Customer shall provide the Utility with engineered electrical load calculations stamped by a licensed electrical engineer. The Customer's Rate Schedule Classification shall be derived using that information and the following formulas for calculating Kilowatt/Demand.

**Three-Phase**

$$\text{Kilowatts} = \frac{\text{VOLTS} \times \text{AMPERES} \times \text{POWER FACTOR (85\% ASSUMED)} \times 1.732}{1000}$$

**Single-Phase**

$$\text{Kilowatts} = \frac{\text{VOLTS} \times \text{AMPERES} \times \text{POWER FACTOR (85\% ASSUMED)}}{1000}$$

***EXCEPTION:** If a new Customer cannot provide engineered load calculations, but can provide the manufacturer's maximum ampere rating and voltage for the U.L. rated Service Entrance Section, The Utility may, at its discretion, calculate the ampere component of the appropriate formula by multiplying the manufacturer's maximum ampere rating of said equipment by 80% in a good faith effort to estimate the total Kilowatt /Demand to determine the Customer's classification in regards to the Utility Rate Schedule. This information shall be disclosed on the Application for Service/Contract form which must be completed and signed by the Customer.*

- C. New Customers applying for service at an existing service location shall be assigned the same rate category as the prior Customer at the same location.
- D. Existing Customers are responsible for verifying that their monthly billing statement is billed correctly in accordance with the applicable rate schedule they were assigned when they applied for service. All Customers will be notified of any changes to the rate schedule in accordance with section 2.3 of this Operations Manual.
- E. If an existing Customer's power consumption should meet a level that the Customer



believes the Utility should re-classify his account under a different rate schedule, regardless of any changes to the Utility Rate Schedule, it is the Customer's responsibility to make such a request in writing to the Utility. In return, the Utility will consider and may grant such a request provided the Customer executes an "Agreement to Re-assign Rate Schedule" which shall contain the following conditions.

1. No refunds will be made by the Utility.
2. The Utility is able to ascertain that the Metering Equipment is functioning properly within the defined limits.<sup>1</sup>
3. The Utility is able to determine that the Customer's usage has consistently fallen within the range of a different rate contained in the Utilities rate schedule for a period of no less than 6 billing periods immediately prior to the Customer's written request. (An average of monthly usage shall not be used or considered).
4. The Utility reserves the right to restore the Customer's account under the original rate schedule and to charge the Customer under the original rate schedule in the event that the Customer's usage ever exceeds the limits of the newly assigned rate schedule for two (2) or more billing periods in a 12 month period starting the second month within the said 12 month period, that the Customer's usage exceeds the limits of the newly assigned rate schedule.
5. The Customer has the right to request that the account be switched back to the original rate schedule should it be necessary for the Customer to add/reduce load. If the Customer contacts the Utility in writing, exhibiting good faith prior to the addition/reduction of such load, then there shall be no penalty for re-assignment of the rate schedule. However, in such a case the Customer will not be permitted to have the rate schedule re-assigned to a lesser rate schedule for a minimum of 12 billing cycles and in such cases, the terms of condition 3. stated herein shall be extended to 12 billing cycles. (See Exhibit F)

## **2.6 Resale of Power or Energy**

No utility Customer will connect their service with that of any other entity or in any way resell, re-bill or supply any other premises with electric current unless authorized to do so by the terms of a written contract, agreement or other instrument executed between the Utility and the Customer.

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<sup>1</sup> In any case where the Metering equipment must be modified due to a Customer's change in usage (e.g. requiring a change in current transformer ratio etc.) the terms of Exhibit E Sections 1.5 and 1.6 shall be applied at the discretion of the Utility.

### **3.0 Subpart C-Utility Service Administration**

#### **3.1 Gratuities**

All employees of the Utility are forbidden to accept from a Customer any personal compensation or gratuity.

The above applies to employment with the Utility, as all DOI employees must be cognizant of and abide by the Federal government-wide ethics regulations as set forth in the United States Code of Federal Regulations.

#### **3.2 Discontinuance of service/ Delinquent Account Policy.**

Failure of Customer(s) to comply with utility requirements as set forth in this section of the Operations Manual may result in discontinuance of service. The procedure(s) for discontinuance of service shall be as follows:

##### **3.21 Delinquent Account Procedures**

After the Utility delivers the required service termination notice, it shall observe the following procedure:

- A. The Utility employee assigned to disconnect service shall make reasonable effort to contact the Customer; describe the purpose of the Utility personnel at the Customer's premises and advise the Customer of the procedures to have service restored.

**Field personnel shall not accept, negotiate or extend payments.**

- B. Service shall not be restored until the Customer (including those with documented life sustaining need for electricity) has paid all outstanding amounts, including the past due and recently billed balances (regardless of bill due date), processing/disconnect fee, reconnect fee, late payment penalty/interest and increased security deposit based on the Residential Deposit Schedule and set forth in the Schedules. Requests for same day reconnects must be made prior to 1:00 p.m. with the outstanding balance, deposit and fees paid in full. See also "Hopping" in the Definitions section and Section 3.3 subpart D, Identification of Responsible Party.
- C. If a non-pay disconnect, (Section 3.21 B) and the Customer does not pay to have service restored within 30 days of disconnect, the Utility shall apply the available account deposit to the outstanding delinquent receivable balance. If the Customer subsequently requests to re-establish service after application of the deposit and closure of the account, at the same Service

ID (or another location), another deposit must be paid (which may be increased pursuant to Section 3.43, Security Deposit Increases). All outstanding amounts (regardless of bill due date) must also be paid. The deposit and outstanding amounts must be paid prior to reconnection. (Refer to Section 3.21 B)

### **3.22 Discontinuance of Service**

Service may be denied or discontinued for any of the reasons listed below. Unless otherwise stated, the Customer shall be allowed a reasonable time in which to comply with the rule before service is discontinued except as provided in subsection A below.

#### **A. Without Notice:**

1. In the event of a condition determined by the Utility and/or other regulatory agency, to be hazardous. A clearance may 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 ability to provide service to others.
3. In the event of energy diversion or meter tampering by the Customer. If the Customer tampers with meters or other facilities of the Utility, the Utility shall recover all associated costs or losses prior to the restoration of service.
4. In the event of Customer's tampering with, damaging or deliberately destroying equipment owned by the Utility, service will not be reestablished if tampering is found by the Utility a second time.
5. In the event of any unauthorized use as determined by the Utility.
6. Returned mail, unable to notify customer by mail or phone.

#### **B. With Written Notice:**

1. For violation of and/or non-compliance with the rules of the Utility or the rules of the applicable governing safety authority.
2. For failure of the Customer to fulfill his contractual obligations for services and/or facilities.
3. For failure of the Customer to allow the Utility physical access to the Utility's

equipment.

4. For non-payment of a delinquent bill.
5. For failure of the Customer to provide the Utility with a deposit or other fees as required by the Utility.
6. Non payment for service at any other metering point(s).

### **3.23 Notice of Service Termination**

A service termination (disconnect) notice shall be mailed to the Customer by first-class mail before a scheduled disconnection for one of the violations listed in Section 3.42 (B).

The service termination notice shall identify the service address, account number, outstanding balance, reason for service termination, telephone number a Customer may call to speak with an authorized Utility representative, and the due date on which payment must be received. The notice shall also include a statement that the service will be disconnected the following business day without further notice if payment is not received by the specified date.

Customers with documented life sustaining need for electricity as described in the Definition section shall be sent via certified mail the service termination notice before a scheduled disconnection for one of the violations listed in Section 3.22 B. Discontinuance of Service with Written Notice. This notice shall contain additional language stating the Customer must make alternative electricity arrangements; e.g. relocation, to accommodate the medical need since they will be subject to disconnect the following business day without further notice if payment is not received by the specified date.

### **3.3 Requirements for receiving electrical service.**

In addition to the other requirements of this Operations Manual, the Customer, in order to receive electrical service, shall enter into a written service agreement or special contract for electric power services.

The Customer shall complete and sign a written Electric Service Contract/Application/Request for Service form, or special contract and identify the load, physical location, responsible party, and demonstrate fiscal responsibility. (Refer to Exhibit D)

The specific requirements are:

### **3.31 Written Application**

A written Electric Service Contract/Application/Request for Service form 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 a power of attorney to make a written application. The written application shall also include the Customer's Social Security Number or Federal Tax Identification Number in accordance with 31 USC §7701(c), the Customer's telephone number and correct billing/mailing address.

If electric service is supplied and used before an application is signed, the Customer is nonetheless subject to the provisions of this manual. Acceptance of the Customer's application by the Utility constitutes a non-firm agreement for electric service that shall continue in force until canceled by at least three (3) days written notice by either party to the other, unless a different period of notice or minimum obligation is specifically provided in the Notice of Service Termination or the particular schedule or contract under which the Customer receives service.

Any Customer request including changes; e.g., name change, mailing address change, discontinuance of service, reconnection of service, reread meter, remove service, meter test, final disconnect, upgrade, seasonal disconnect, etc. requires that the Customer complete and sign the Electric Service Contract/Application/Request for Service form or submit said request in writing to the Business Office.

### **3.32 Identification of Load and Premises**

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

### **3.33 Identification of Responsible Party**

A. The identity of the party responsible for the accounts in the name of any Customer other than the applicant shall be established in writing in a manner acceptable to the Utility. This is especially true for landlords renting property or persons selling property for which the landlord or previous owner who was responsible for payment, now desires their name to be removed from the account service by requesting a final bill. In such instances, the new owner or subsequent tenant must complete and submit the Electric Service Contract/Application/Request for Service form.

B. Application for service by a minor shall be subject to written assurance from a responsible adult Customer. The Customer is responsible in all cases for service

supplied to the premises until the Utility has received three (3) days written notice of the effective date of any change in the service agreement.

- C. The Customer shall promptly notify the Utility in writing of any change in billing address and/or telephone number. Failure to notify the Utility shall result in the service being disconnected and account is subject to subsequent charges (processing/disconnect fee, reconnect fee, increase in deposit, account balance regardless of bill due date and, if desired same day reconnect fee).
- D. At the Utility's option, any person, other than the Customer-of-record, who benefited from electric services provided by the Utility, may be held responsible for payment. See also "Hopping" in the Definitions section.

### **3.34 Fiscal Responsibility**

Fiscal responsibility can be demonstrated by a the Customer providing a "letter of credit" from an outside utility showing the Customer had no more than one (1) late payment in the preceding 12-month period. Otherwise, a guarantee or surety arrangement satisfactory to the Utility or a deposit in accordance with the respective deposit schedule will be required.

All outstanding amounts (regardless of bill due date) of the Customer to the Utility shall be paid before new service, additional service(s), change of service location or reconnection of existing service can be made available. Service connection may take up to three (3) business days after payment receipt.

## **3.4 Deposit Procedures**

The Utility, upon receiving the proper deposit amount from the Customer, shall provide the Customer a non-negotiable receipt. The receipt shall be the primary record of the deposit.

### **3.41 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 U.S. Treasury.

### **3.42 Application of Deposit**

The Utility shall apply the available deposit to a Customer's account upon the Customer's request if within the prior 12 month period there is no history of late payments. The request must be in writing, and signed and submitted to the Business Office. See also "Satisfactory Credit Relationship" in the Definitions section.

The Utility, at its discretion, shall on account closure or attainment of 30 days after termination (e.g., disconnect for non-pay, etc.) apply the deposit to the Customer's outstanding account balance.

### **3.43 Security Deposit Increases**

The Utility may require a Customer to pay in cash, check, money order, etc., an increase in deposit under the following circumstances and in accordance with deposit schedules and may be increased up to two and one-half (2½) times the highest bill in cases of the following:

- a) A Customer's previous account history was delinquent more than once within any 12-month period.
- b) Service to the Customer has been disconnected for non-payment of a delinquent bill.
- c) As a result of meter tampering or theft of electric service from the Utility.

### **3.5 Customer Responsibilities**

The Customer(s) of a Utility subject to this section shall:

- a. Comply with the National Electrical Manufacturer Association Standards and/or the National Electrical Code of the National Board of Fire Underwriters for Electrical Wiring and Apparatus as they apply to the installation and operation of Customer-owned equipment;
- b. Be responsible for payment of all financial obligations resulting from receiving utility service;
- c. Comply with additional requirements as further defined in the Operations Manual;
- d. Not operate or handle the Utility's facilities without the express permission of the Utility;
- e. Not allow the unauthorized use of electricity; and
- f. Not install or utilize equipment which will adversely affect the Utility's system or other Customers of the utility.

### **3.6 Utility Responsibilities.**

The Utility shall:

- a) Endeavor to provide safe and reliable energy to its Customers. The specific types of service and limitations shall be further defined in this Operations Manual;
- b) Construct and operate facilities in accordance with accepted industry practice;**
- c) Exercise reasonable care in protecting Customer-owned equipment and property;
- d) Comply with additional requirements as further defined in the operations manual;
- e) Read meters or authorize the Customer(s) to read meters at intervals prescribed in the Operations Manual, Service Agreement, or Special Contract, except in those situations where the meter cannot be read due to conditions described in the Operations Manual;
- 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.

## **4.0 Subpart D - Billing, Payments, and Collections**

### **4.1 Billing**

- a) *Metered Customers.* The Utility shall render bills at monthly intervals unless otherwise provided by special contracts. Bills shall be based on the applicable rate schedule(s). Unless otherwise determined, the amount of energy and/or demand used by the Customer shall be determined from the register on the Utility's meter at the Customer's point of delivery. A reasonable estimate of the amount of energy and/or demand may be made by the Utility in the event a meter is found with the seal broken or the Utility's meter fails, or Utility personnel are unable to obtain actual meter registration, or as *otherwise* agreed by the Customer and the Utility. Estimates shall be based on the pattern of the Customer's prior consumption or on an estimate of the Customer's electric load where no billing history exists.
- b) *Un-metered Customers.* Bills shall be determined and rendered as provided in the Customer's special contract.
- c) *Service Fee Billing.* The Utility shall 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.)



- d) *Demand*. The term “demand” used in the rate schedule is indicated by a demand meter and in some cases refers to the average rate of power during a 15-minute period. It may include a power factor adjustment.
- e) *Power Factor Adjustment*. If the average power factor at the point of delivery to a Commercial or Industrial Customer is less than 85%, the billing demand may be increased by one per cent (1%) for each percentage point below 85%.

#### **4.2 Methods and terms of payment**

Payments shall be made in person, by mail or online at [www.pay.gov](http://www.pay.gov) to the Utility’s Business Office designated in the Operations Manual. The Utility may refuse, for cause, to accept personal checks for payment of bills.

All electric bills are payable upon receipt and in no case due later than 15 days after bill issue date, interest and penalties may apply.

#### **4.3 Collections**

The Utility shall attempt collection on checks returned by the Customer’s bank due to insufficient funds or other cause. An administrative fee shall be charged for each collection action taken by the utility other than court proceedings. An unredeemed check shall cause the Customer’s account to become delinquent, which may be cause for discontinuance of service. Only cash, a cashier’s check, or a money order shall be accepted by the Utility to cover an unredeemed check and associated charges.

Bills for electric service will be delinquent and subject to disconnect if payment is not received by the Utility on or before the 15th day following the date of issuance. An interest fee is calculated using the designated U.S. Treasury rate based on the past due amount will be added effectively on day 16th (retroactive to bill date) on the balance (irrespective of bill due date) on accounts not paid in full. Penalties will also be charged to accounts outstanding 90 days (and every 30 days thereafter) using the U.S. Treasury rate. The procedure in Section 3.43, Notice of Service Termination will then be followed.

**Field personnel shall not accept, negotiate or extend payments.**

#### **4.4 Payment Arrangements**

- A. Payment arrangements may only be allowed if a service account has not been disconnected for non-pay.
- B. Payment arrangements may be allowed once in a 12 month period unless a Customer has defaulted on a prior payment arrangement. If a Customer defaults

on a payment arrangement they will not be eligible for another arrangement for two (2) years from the date of the last defaulted arrangement.

- C. Payment arrangements are as follows: Initial payment must be at least half of the balance due on the disconnect letter by the disconnect due date, the remaining balance as well as the next regular bill must be paid by the due date of that next bill or the Customer will be disconnected without further notice.
- D. Defaulting on a payment arrangement will result in immediate disconnection of service.
- E. Authority to issue arrangements is limited to Debt Management staff, Financial Analyst and Project Manager.
- F. Utility reserves the right to deny payment arrangement requests on accounts that are more than six (6) months delinquent.

#### **4.5 Payment Extensions**

Extensions may only be allowed under the following circumstances, only once in a 12-month period and only if the Customer has not defaulted on a prior payment arrangement or extension:

- A. Close of business day is imminent - one (1) business day extension.
- B. Major medical (e.g. in hospital) thus preventing posting/delivering check, eligible for up to two (2) week extension to clear outstanding balance (documentation required).
- C. Medical letter - if someone in household requires medical life support equipment that is in use and essential to sustaining life and a physician has **certified in writing** and such document has been received by the Utility, an extension up to two (2) weeks to clear outstanding balance. Annual recertification is required to extend beyond the initial 12-month period (documentation required).
- D. Awaiting SSI or welfare check receipt - up to two (2) week extension to clear outstanding balance (documentation required).
- E. New Employment - up to two (2) week extension to clear outstanding balance (documentation required).

Defaulting on an extension will result in immediate disconnection of service.

Authority to issue extensions is limited to Debt Management staff, Financial Analyst and the

Project Manager.

#### **4.6 Insufficient Funds Check**

- A. An insufficient funds check shall cause the account to become delinquent. An insufficient funds notice will be mailed indicating the check was returned and the total amount due. A returned check fee will be charged for processing the returned check. Payment must be received within five (5) business days of the date on the notice and made with cash, cashiers' check, money order, debit or credit card.
- B. If payment is not received within five (5) business days of the date on the notice, the service will be disconnected without further notice. Before reconnection the Customer will be required to remit all fees including all processing/disconnect fees, reconnect fees, deposit increase, and all amounts billed (regardless of bill due date) pursuant to Section 3.4.
- C. If a Customer's account has one (1) or more returned checks in a 12-month period, the Customer's account will be designated as "Cash only" and only payments made with cash, cashier's checks, money orders, debit or credit cards will be accepted. In addition, the words "Cash Only" will be recorded next to the Customer's last name on all subsequent bills to ensure the Customer and the Utility staff are aware that no checks are to be accepted on the account. However, after maintaining the account satisfactorily for 12 consistent months, the Customer may request removal from the "Cash Only" status.
- D. If a insufficient funds check is used to settle an account that has been identified to be disconnected for non-pay, the service will be disconnected without any further notice.

#### **4.7 U.S. Treasury Referrals**

Debt Management is an on-going responsibility under the Debt Collection Improvement Act of 1996 (DCIA). The DCIA established a framework for improving Federal debt management and reducing delinquent debt. The DCIA requires agencies to take prompt action to monitor and collect debts, charging interest and penalties when debts become delinquent, and for referring debt delinquent 180 days to the Department of the Treasury for collection via administrative offset, cross-servicing and collection agency action. Additionally, the DCIA requires a receipt of a taxpayer identification number from all persons owing debt to BIA.

##### **4.71 Delinquent Account Policy**

Once a Customer account has been referred to the U.S. Treasury, said Customer shall not be allowed to resume service, or set up new service with the Utility until their entire debt with the U.S. Treasury has been cleared and receipt of said

transaction has been sent to the Utility.

## **5.0 SERVICE POLICY**

### **5.1 Responsibilities of Utility**

Utility shall:

- A. 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 resulting from interruptions beyond its control.
- B. Investigate Customer problems; (e.g. voltage fluctuation and/or utility equipment malfunction.)
- C. Construct and operate facilities in accordance with accepted industry practice.

### **5.2 Responsibilities of Customer**

Customer is responsible for keeping the Utility updated on vital Customer information (e.g., address and phone number(s), the safe and appropriate use of electric service and the repair or maintenance of Customer-owned equipment beyond the point of delivery, including any conditions that adversely impacts the Utility's ability to provide service to the Customer or to other Customers.

In addition:

- A. Customer is responsible to promptly notify the Utility of outages and other conditions resulting in substandard or irregular electric service that is not caused by Customer-owned equipment on the Customer side of the point of delivery.
- B. 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 of repairs shall be billed at the Utility's current rates for labor, overhead, transportation, equipment and materials.
- C. Customer(s) are prohibited from operating or handling the Utility's facilities.
- D. Customer shall not allow unauthorized use of power and energy supplied for his/her use by the Utility.
- E. Utility may refuse to connect service or may disconnect existing service if the Utility determines that Customer's wiring or equipment is designed or operated in a manner that

it adversely affects service to other Customers or the installation constitutes a physical or electrical hazard as determined by the Utility. The Customer is responsible for lightning protection; protection devices shall be rated for 10,000 amps interrupting with ground; over current and over voltage protection. All motors connected to Utility's lines will be of a soft start type as required by the Utility, or will be equipped with protective devices to restrict the starting current to acceptable limits.

- F. Customers receiving three-phase electric energy will maintain, as nearly as is reasonably possible, balanced/equal currents in the three phases at the Point of Delivery. If, at any time, the current in any phase will exceed the average of the currents in the three phases by more than five percent (5%), the amount to be paid by the Customer for the period during which the unbalance occurs may be increased by a percentage equal to that of the imbalance.
- G. Commercial/Industrial Customers must operate their equipment and apply such corrective devices as may be necessary to produce a Power Factor of not less eighty-five percent (85%) lagging at each metering point. If the power factor falls below eighty-percent (85%) at any point during any billing period, then the Utility may:
- Require that the Customer correct the power factor to an acceptable level at Customer's own expense.
  - Adjust the billing demand based on the following formula:  
Minimum Monthly Required Power Factor = 85%  
$$\text{Actual Average Power Factor (PF)} = \text{kWh} / (\text{kWh}^2 + \text{kVARh}^2)^{1/2}$$
$$\text{Adjusted Billing Demand} = \text{Monthly kW Demand} * (1 + (.85 - \text{PF}))$$

This calculation is to be considered ONLY for power factors of 85% or less.
  - Require the Customer, at their cost, to be continuously metered with a separate meter that registers KVA, KVARs or actual power factor.
- H. Utility is not responsible to the Customer, and the Customer will release Utility for damage to motors or other current-consuming equipment resulting from any phase reversals, single-phasing of three-phase service, or other similar conditions except where such damage is the direct result of Utility's gross negligence.
- I. In case of three-phase motors driving elevators, hoists, tramways, cranes, conveyors, or other equipment, which would create hazard to life in the event of uncontrolled reversal of motor rotation, Customer will provide reverse-phase and open-phase protection, at the Customer's expense, to disconnect the motors from the line completely in the event of phase reversal or loss of one phase.

- J. It is the Customer's responsibility to review its monthly billing statement for accuracy and inform the utility of any discrepancies in regard to usage, rate schedule etc.

### **5.3 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 Customer verbally or through public media about the need and duration of planned service interruptions, however, the Utility reserves the right to suspend service without prior notice to the Customer.
- B. If service fails, the Customer shall make a reasonable effort to determine if the failure is due to a blown fuse, tripped breaker or faulty equipment before calling the Utility. The Customer will be charged the cost of the service call if the trouble is found to be caused by the Customer's equipment and/or actions.

### **5.4 Service Calls During Regular Business Hours**

Utility's regular business days and hours are defined as Monday through Friday, 8:00 a.m. to 4:00 p.m., except for Federal holidays, Administrative employee meetings/trainings, computer problems and acts of nature. Service connections may take up to three (3) business days after payment receipt. A fee, established as a Service Fee and listed in the Service Schedules, may be imposed for a service call performed during regular business hours for one (1) or more of the following reasons:

- A. Interruptions caused by the Customer's negligence or failure of Customer-owned equipment. Reasonable efforts will be made to advise the Customer about the possibility of such charges before the service call starts.
- B. Disconnection 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's system, or failure to establish credit and/or sign a service contract or special agreement.
- C. Reconnection of electric service to any Customer previously disconnected for nonpayment also referred to as "same day reconnect fee", unlawful use of service, misrepresentation to the Utility, unsafe conditions, failure to permit safe access, detrimental effects of Customer loads on the Utility's system, or failure to establish credit and/or sign a service contract/service agreement.
- D. Reconnection of electric service when it is to be reconnected to the same Customer who requested the service to be disconnected.

- E. Relocation or an upgrade of a Customer's service entrance equipment.

### **5.5 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. A service charge of actual labor, administrative costs and average mileage cost (per mile) may be imposed for a service call in addition to the Service Fee, after regular business hours for any one of the reasons in Section 5.4, "Service Calls During Regular Business Hours."

### **5.6 Charges for Electric Service Connections**

- A. *New Service.* A non-refundable service establishment/connect fee, as specified in the Service Fee Schedule, will be charged to establish electric service to the Customer's delivery point. The charge will be included in with the first month's bill for electric usage. An accounting charge, as specified in the Service Fee Schedule, 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, cashier's check, debit or credit card at the time the unpaid check is redeemed.
- B. *Additional Service.* A non-refundable service charge shall be imposed for each additional electric service connection or for a location change to a new service address.
- C. *Service Connection Call Backs.* A non-refundable service charge at the established rate specified in the Service Fee Schedule may be imposed for a return trip to connect electric service in cases such as the following:
  - 1. An inaccurate service address provided by Customer results in a service connection call back.
  - 2. Customer postpones or cancels a service order already completed by the Utility.
  - 3. If Customer requests connection for a service that does not have a valid meter clearance issued by the appropriate building safety authority.
- D. *Unlawful Use of Service.* In cases where a service address has been investigated for tampering, pilfering or unlawful energy diversion, and found valid, a tampering fee, a reconnect fee, a meter test cost, 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 (including all amounts billed regardless of bill due date).

- E. *Complaints.* Utility requests an opportunity to promptly investigate any complaint by a Customer regarding the Utility's quality of service, charges for service or other transactions involving Utility personnel. If the Customer's complaints are not alleviated, the Utility will advise the Customer that unresolved questions and complaints may be referred to the Project Manager and subsequently to the Regional Director as necessary.
- F. *Special Meter Readings.* The Utility will make Special Meter Readings at the request of the Customer for a fee at the established rate provided. If such Special Reading discloses that the meter was incorrectly read or in error, no charge will be made.
- G. *Damaged or stolen Meters.* Customer is responsible for the condition of the metering device(s) located at or on their premises. Damaged or stolen meters will be replaced at the Customer's expense.

## **6.0 METER READING AND METERING**

### **6.1 Meters**

- A. Utility shall furnish the meter. The Customer shall provide and maintain, free of expense to the Utility, an unobstructed location and 24 hour access to the meter. In multiple-occupancy buildings where groups or clusters of meters are installed, the meters shall be installed in one (1) central location approved by the Utility. Each service shall be clearly marked to identify the Customer.
- B. Customer shall exercise reasonable care in protecting the Utility's meter and other equipment. See Section 3.56 Subpart G, Charges for Electrical Service Connections.
- C. Only Utility employees, agents or persons authorized by this Operations 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.

### **6.2 Information**

- A. Each meter at a Customer's premises will be billed separately. The readings of two (2) or more meters will not be combined unless authorized by the Project Manager prior to combining readings.
- B. Each bill for electrical usage 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 demand, if applicable.
4. Rate Schedule at which Customer is being billed. (see Exhibit F) .
5. Utility telephone numbers.
6. Customer's name and account number.
7. Amount due, due date, past due amount and Other (including, but not limited to late payment) fees.
8. Purchased power adjustment, if applicable.

### **6.3 Estimated Meter Reading**

- A. The Utility may, for efficiency and economy of operations, estimate Customer's meter readings on a periodic basis. The Utility will read the Customer's meter at frequent intervals.

### **6.4 Testing**

A maintenance schedule of meter tests may be adopted utilizing a system where every Customer meter will be periodically tested for accuracy. Meter tests may be initiated by the Customer in writing or at the discretion of the Utility.

### **6.5 Investigative Meter Test(s)**

Customer Initiated Requests:

- A. On written request of a Customer, the Utility shall, within 10 days after receipt of such request, make a special meter test.
- B. Testing may also include High Usage investigations. The High Usage investigations require the Customer to be on site to perform various in-house/structure activities, Utility employees do not enter a structure as a part of this test. The Customer will perform activities such as: 1. Switch all breakers off to test for meter creep, and 2. Isolate various electrical items within the structure by switching breakers off one at a time, among other tests.

- C. Limits of acceptable meter accuracy shall be as follows; Bench test  $\pm .3\%$ , Field test  $\pm .5\%$  on FL, LL, PF.

The Customer shall bear the cost of such tests, including meter removal and replacement when the meter is found to be within the limits of acceptable meter accuracy as defined. (See Exhibit H for fee schedule)

#### Utility Initiated Requests:

The watthour meter and its associated equipment shall be tested, at the Customer's expense, when it is associated with unauthorized energy diversion, tampering and/or fraud. The test result(s) shall be documented and retained by the Utility as evidence in the case.

### **6.6 Defective Meters**

- A. Whenever a tested meter in service is found to be fast beyond the limit of acceptable meter accuracy as defined, the Utility shall make an adjustment, based on the corrected registration for the period in which the meter was registering incorrectly, if the period is known. If not known, for a period of not exceeding six (6) months, but in no event for a period longer than the present Customer's occupancy.
- B. 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.
- C. When a Customer has been over/under-charged as a result 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. The under-charge may be adjusted and billed to the Customer, if in excess of \$5.00, provided the period of adjustment does not exceed the length of time the service has been supplied to the Customer.
- D. When meter fails to register for any period, for reasons beyond the reasonable control of the Utility, the Utility may estimate the charge for service during such period, with the estimate based on the best available data.

### **6.7 Primary Metering**

Primary metering will only be considered for Customers having one Point of Delivery, a minimum monthly Billing Demand in excess of 1,000 Kilowatt per month for three consecutive months. In such cases the Customer shall be responsible for maintenance of facilities on the Customer side of the meter unless provisions are made in a special agreement between the Customer and the Utility.

## **6.8 Master Metering**

- A. Mobile Home Parks-Utility shall refuse service to all new construction and/or expansion of existing permanent residential mobile home parks unless the construction and/or expansion is individually metered by Utility.
- B. Residential Apartment Complexes, Condominiums and Other Multiunit Residential Buildings-Utility shall refuse service to all new construction of apartment complexes and condominiums which are master metered unless the building(s) will be served by a centralized heating, ventilation and/or air conditioning system and the Customer can provide to Utility an analysis demonstrating that the central unit will result in a favorable cost/benefit relationship to the Utility.

## **7.0 Subpart E – System Extensions and Upgrades Financing of extensions and upgrades**

- a) The utility may extend or upgrade its electric system to serve additional loads (new or increased loads.)
- b) If funds are not available, but the construction would not be adverse to the interests of the utility, a Customer may contract with the utility to finance all necessary construction.
  - 1) A Customer may be allowed to furnish required material or equipment for an extension or upgrade or to install such items 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.
  - 2) The utility may arrange to refund all or part of a Customer's payment of construction costs if additional Customers are later served by the same extension or if the Area Director determines that the service will provide substantial economic benefits to the utility. All arrangements for refunds shall be stipulated in a special contract.

## **7.1 General Provisions**

- A. The Utility may extend or upgrade its electric system to service new or increased Customer loads. The costs for such construction shall be funded entirely by the Customer.<sup>2</sup>

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<sup>2</sup> Exception: In cases where an upgrade will correct a hazardous or otherwise questionable situation or an up-grade of the Utility's facilities will help to insure better reliability by preventing future emergency "trouble calls". The Utility may elect to waive all or part of the costs associated with said up-grades.

B. All payments shall be paid in advance prior to the commencement of construction of the line extension or upgrade.

C. A Customer may be allowed to furnish the required material or equipment for an extension or upgrade or to install such items 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, up to the Customer's metering section and including the utility's metering equipment, shall become and remain the property of the Utility. The standard delivery voltages and horsepower requirements are specified in subsection 8.1

D. Mobile Home Parks – The Utility shall refuse service to all new construction and/or expansion of existing permanent residential mobile home parks unless the construction and/or expansion are individually metered by the Utility. (See section 6.8)

## **7.2 Preliminary Estimate**

Upon request by a Customer for a line extension, the Utility shall prepare, without charge, one (1) preliminary sketch and rough estimate of the cost of installation to be paid by said Customer. If the Customer requests more than one (1) estimate, the Customer will pay estimating costs for each additional request.

## **7.3 Detailed Estimates and Deposit**

Any Customer requesting the Utility to prepare detailed plans, design specifications and/or cost estimates will be required to place a non-refundable deposit of an amount equal to the estimated cost of preparation. The Utility shall, upon request, make available within 90 days after receipt of the deposit referred to above, such plans, specifications or cost estimates of the proposed line extension. Where the Customer authorizes the Utility to proceed with construction of the extension, the deposit shall be credited to the cost of construction; otherwise, the deposit shall be non-refundable. In addition the Customer shall provide the Utility with approved plats/plans which identify Utility corridors, rights-of-ways, easements specifications, etc. within 45 days after receipt of the deposit referred to above, or as mutually agreed.

## **7.4 Agreements**

Where the Utility requires the Customer to advance funds as contribution-in-aid-of-construction, after a Utility Application for Service/Contract has been completed, signed and received; a written estimate and design drawing shall be prepared, approved and signed by the Utility and a copy provided to the Customer. Once the Utility receives and receipts full payment of the estimated construction costs within the time frame stated. This transaction will constitute a legal agreement between the utility and the Customer to proceed with the

construction of the facilities as outlined in the estimate, design drawing and in accordance with the requirements as set forth by the governing building safety authority. Cost estimates not paid within the specified time frame (normally six months or less) at the discretion of the Utility will require a new cost estimate or cancellation. In the latter case the Customer will be required to submit a new Application for Service/Contract.

#### **7.5 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 such service. After termination of service, there shall be refunded any amount remaining on deposit in excess of the actual cost of installing and removing facilities, plus the unpaid amount of bills for electric power and energy. .

#### **7.6 Trailer, Mobile Home, and Recreational Vehicle Parks**

Trailer, Mobile Home and Recreational Vehicle Parks, which are constructed to meet recognized standards, may be provided electric service, provided that each space is individually metered by the Utility.

Mobile homes, to qualify under this policy, must meet the following requirements:

1. The unit is located in an area approved for mobile homes by zoning, deed or other provisions.
2. The unit is supplied by a permanent water supply (well or central supply system connected directly to the unit) or by other means approved by appropriate Health Department.
3. The unit is connected to an approved sewer facility (septic tank or central-sewer-system connected to the unit).
4. That the wheels are removed and the home is placed on blocks.
5. The Customer's service entrance section is approved and a clearance issued by the appropriate building safety authority.; see Section 8.6.

#### **7.7 Relocation of Utility Facilities at Customer Request**

Relocation of existing Utility facilities will be considered at the Customer's request if:

- A. It is operationally sound.
- B. Rights-of-Way and/or easements are provided by the Customer.

- C. The Customer pays in advance, the total estimated cost of construction for moving the existing facilities.

## **7.8 Underground Extensions**

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 provide the earthwork as outlined in EXHIBIT E section 1.2. The Customer shall also advance any contribution-in-aid-to-construction required.

## **7.9 Other Deposits**

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

## **8.0 SERVICE ENTRANCE POLICY**

### **8.1 Type of Service**

- a) Service for lights and the usual domestic and other appliances, including motors of less than seven and one-half (7-1/2) horsepower shall be single phase, nominally 120 or 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 (7-1/2) horsepower and larger, provided a three-phase circuit of the required voltage and capacity is available where the service is desired. Standard three-phase voltages shall be 120/208v. and 277/480v. All service shall be sixty (60) cycle.
- b) The Utility may require that any Load for which the use of electricity is intermittent or that causes excessive fluctuations or distortions of the Utilities voltage be supplied through a service separate from all other Loads, or that the Customer provide, at the Customer's expense, suitable equipment to reasonably limit the voltage fluctuations or distortion. Examples include hoists, welders, X-ray machines, furnaces, motors, and other equipment of a character whose operation may impair service to other Customers. Reasonable limits for voltage distortion, measured at the point of common coupling (PCC) include, but are not limited to, harmonics as specified in the edition, "IEEE Recommended Practices and Requirements for Harmonic Control in Electric Power Systems." Reasonable limits for voltage fluctuation levels are provided in the following table:

## Reasonable Limits For Voltage Fluctuations

Voltage fluctuations frequency, as measured on the Utility side of the service transformer:	<60 times per hour	>60 times per hour but <60 times per minute	>60 times per minute,*
Impact of 60 Hz voltage at PCC, relative to the steady voltage in absence of the fluctuation.	2.5%	1.0%	0.35%*

\*Voltage flicker measure-RMS voltage of fluctuation.

### **8.2 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.

### **8.3 Metering Equipment and Meter Section.**

The meter/metering equipment will be furnished by the Utility. The meter section for primary or secondary metering (to be pre-approved by the utility) shall be furnished and installed by the Customer 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. Exceptions must have a prior approval by the Utility. The Utility will have final approval of all meter locations.

### **8.4 Required Clearances and Compliance**

The center of the meter socket shall not be more than six (6) feet or less than four (4) feet above the ground or floor. The entire service installation must meet the requirements of the Utility and must conform to the provisions of the National Electrical Code (NEC) of the National Board of Fire Underwriters for Electric Wiring and Apparatus.

### **8.5 Changes to Installation**

When alterations of a Customer's premises make it necessary to move an existing metering section, the Customer will be required to install a new meter section or relocate the existing metering section in accordance with the stipulations of this

section.

If the Customer elects to increase the service entrance ampacity, and this requires increasing the conductor and/or transformer size, the meter base ampacity or the service disconnect ampacity, the service entrance shall be brought up to current Utility requirements before being reconnected. An advance payment of aid-in-construction may be required as stated in EXHIBIT E section 1.6.

#### **8.6 Inspection**

Service entrances must be inspected and approved by the City, County, State or Tribal Inspector. The final inspection shall be documented by a clearance sent to the Utility by the respective governing inspection authority. Said clearance shall be issued prior to the Utility making final connection of the service lateral, and installation of the meter. This applies to all upgrades and reconnects of services that have been disconnected for more than six (6) months. Temporary permits are also accepted.

*Exception: the six (6) month requirement shall be extended to 12 months for seasonal Customers only, provided that the service is being reconnected into the same Customer's name and service location that was on the account when it was previously disconnected. The minimum safety requirements as outlined in subsection 8.7 will still apply to all Customers.*

#### **8.7 Minimum Safety Standards**

If the meter is removed at the Customer's request or removed for non-payment or other causes, the Customer shall cause the service entrance section to be brought up to minimum safety requirements and have said service entrance cleared/inspected by the appropriate inspection authority before being reconnected, as follows:

- a. All live parts enclosed.
- b. Service disconnect is in operating condition.
- c. Over-current devices are in operating condition.
- d. The meter base and the service disconnect switch enclosure are grounded as required by the requirements of the NEC and the Utility.
- e. The conductor insulation is in a safe condition.
- f. Service Entrance Section/Meter panel is properly secured.
- g. If the service entrance cannot reasonably be brought up to minimum safety requirements because of poor condition of components or location, a new service entrance shall be constructed in accordance with the requirements of the Utility and the Governing building safety authority.



- h. 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.

## **8.8 Connection Methods**

Service to Customer's premises will ordinarily be supplied by means of overhead conductors. A Customer may at his/her own expense, provide for an underground service. Such an underground service must be installed in accordance with the provisions of the NESC and shall be terminated on the pole at a location and in the manner directed by the Utility. No connection from the circuits of the Utility to a Customer's service entrance shall be made except by the Utility.

## **9.0 RIGHTS-OF-WAY**

### **9.1 Obtaining rights-of-way.**

Where there is no existing right(s)-of-way for the Utility's facilities, the Customer shall be responsible for obtaining all rights-of-way necessary to the furnishing of service across private, allotted or tribal lands.

### **9.2 Ownership**

All rights-of-way, material or equipment furnished and/or installed by a Customer pursuant to this part shall be and remain the property of the United States... ."

### **9.3 Location**

All rights-of-way/easements may be on private, city, county, state or Federal lands as permitted.

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

The Utility 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.

## **10.0 Subpart G - Appeals**

### **10.1 Appeals to the Regional Director**

- a) Any person adversely affected by a decision made under this part by a person under the authority of an Area Director may file a notice of appeal with the Area 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 reason(s) with the Area Director. The statement of reason(s) shall explain why the appellant believes the decision being appealed is in error, and shall include any arguments that the appellant wishes to make and any supporting document(s). The statement of reason(s) 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 Area Director, or in the immediate office of the Area Director.
- d) Within 30 days of filing of the statement of reason(s), the Area Director shall:
- 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 pursuant to § 175.61... .”

#### **10.2 Appeals to the Interior Board of Indian Appeals**

An Area Director’s decision under this section, except a decision under 25 C.F.R. §175.11 or 175.13, 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. except that a notice of appeal from a decision under § 175.12 shall be filed within 30 days of publication of the decision. The address for the Interior Board of Indian Appeals shall be included in the Operations Manual.

(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.

#### **10.3 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 the 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 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 USC 3717.

(c) 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.

**The address for the Interior board of Indian Appeals is:**

**Interior Board of Indian Appeals  
801 N. Quincy Street, Suite 300  
Arlington, Virginia 22203**

## **11.0 EXHIBITS AND RATE SCHEDULES**

EXHIBIT A	DEPOSIT SCHEDULE-RESIDENTIAL
EXHIBIT B	DEPOSIT SCHEDULE-PUMPS
EXHIBIT C	DEPOSIT SCHEDULE-GENERAL
EXHIBIT D	APPLICATION FOR SERVICE/CONTRACT
EXHIBIT E	LINE EXTENSION SCHEDULE
EXHIBIT F	RATE SCHEDULES
EXHIBIT G	SECURITY LIGHTING/SPECIAL SERVICE CONTRACT
EXHIBIT H	SERVICE FEE SCHEDULE
EXHIBIT I	POLE ATTACHMENT AGREEMENT

## **EXHIBIT A**

### **DEPOSIT SCHEDULE- RESIDENTIAL**

Rate Schedule No. 1, Residential Customers (single family occupancy with no commercial activity).

ALL RESIDENTIAL HOMES..... \$275

Deposits on one or two additional accounts may be waived, by direction of the Project Manager delegated to the Financial Analyst, if there has been a satisfactory payment record on the existing account(s).

Additional points-of-service, or accounts, will require an ELECTRIC SERVICE CONTRACT/APPLICATION/REQUEST FOR SERVICE for each additional account.

This deposit amount is based on class of service and is subject to change under the terms of the Section 3.34 Fiscal Responsibility.

Deposits shall be increased to two and a half times the highest monthly bill if accounts are disconnected for non-payment of a delinquent bill, but in no case lower than \$275.

## EXHIBIT B

### DEPOSIT SCHEDULE - PUMPS

Rate Schedule No. 2, Irrigation and all other Pumps except for domestic/commercial wells.

Pumps with Prior Usage with new Customer:

Two and a half times the largest monthly bill incurred during the previous 12 months.

Pumps with no Prior Usage:

Deposit will be two and a half times the estimated monthly bill. The estimated monthly bill will reflect the monthly usage as calculated by the San Carlos Irrigation Project Customer Service/Engineering staff.

These deposits amounts are based on class of service and are subject to change under the terms of the **Deposit Procedures**, Section 3.4

Deposits will be increased to two and a half times the highest monthly bill, ( recorded within the previous 12 months prior to the disconnect), when accounts are disconnected for non-payment of a delinquent bill, but in no case lower than \$275.

## EXHIBIT C

### DEPOSIT SCHEDULE - GENERAL

The following are the deposit requirements for Commercial and /or Industrial Customers with single-phase or three-phase electric service for all purposes except those defined by other Rate Schedules. Two components: KWH and KVA†

**KWH:** Twice the monthly average bill. If no load history: \$500

**KVA:** As follows:

KVA	DEPOSIT	KVA	DEPOSIT	KVA	DEPOSIT
25	\$130	700	\$3,380	1375	\$6,400
50	\$260	725	\$3,500	1400	\$6,500
75	\$390	750	\$3,620	1425	\$6,610
100	\$520	775	\$3,740	1450	\$6,710
125	\$640	800	\$3,850	1475	\$6,820
150	\$770	825	\$3,970	1500	\$6,920
175	\$891	850	\$4,080	1525	\$7,030
200	\$1,010	875	\$4,200	1550	\$7,130
225	\$1,130	900	\$4,310	1575	\$7,240
250	\$1,250	925	\$4,420	1600	\$7,340
275	\$1,370	950	\$4,540	1625	\$7,440
300	\$1,480	975	\$4,650	1650	\$7,550
325	\$1,600	1000	\$4,760	1675	\$7,650
350	\$1,720	1025	\$4,870	1700	\$7,750
375	\$1,840	1050	\$4,980	1725	\$7,850
400	\$1,960	1075	\$5,090	1750	\$7,950
425	\$2,080	1100	\$5,200	1775	\$8,060
450	\$2,190	1125	\$5,310	1800	\$8,160
475	\$2,310	1150	\$5,420	1825	\$8,260
500	\$2,430	1175	\$5,530	1850	\$8,360
525	\$2,550	1200	\$5,640	1875	\$8,460
550	\$2,670	1225	\$5,750	1900	\$8,560
575	\$2,790	1250	\$5,860	1925	\$8,660
600	\$2,910	1275	\$5,970	1950	\$8,750
625	\$3,020	1300	\$6,080	1975	\$8,850
650	\$3,140	1325	\$6,180	2000	\$8,970
675	\$3,260	1350	\$6,300		
ALL CONTRACT DEMANDS ABOVE 2000 KVA ARE TO BE CALCULATED BY KVA * \$4.25 = DEPOSIT					

Deposits on one or more additional accounts may be waived, if there has been a satisfactory payment history on the existing account(s).

Deposits will be increased to two and a half times the highest monthly bill incurred during the previous 12 months, when accounts are disconnected for non- payment of a delinquent bill, but in no case lower than \$500.

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

These deposit amounts are based on class of service and are subject to change under the terms of the **Deposit Procedures**,

† In instances where no information can be provided by the Customer to determine the correct deposit amount, the SCIP Engineering department shall be consulted to provide an estimated load calculation in accordance with section 2.5 of this Operations Manual.

**EXHIBIT D**

**See Attached**

**ELECTRIC SERVICE CONTRACT / APPLICATION / REQUEST FOR SERVICE**



UNITED STATES DEPARTMENT OF THE INTERIOR  
Bureau of Indian Affairs  
San Carlos Irrigation Project (SCIP)

**ELECTRIC SERVICE CONTRACT / APPLICATION / REQUEST FOR SERVICE**

**BILLING OFFICE**

PO Box 250, Coolidge, AZ 85228  
1-800-648-8659 Press #2 – Fax - (520)723-4726

**NEW CONSTRUCTION & ENGINEERING**

13805 N Arizona Blvd, Coolidge, AZ 85228  
(520) 723-6202 – Fax - (520) 723-9408

**Official Use Only:**

Connect Date:	Customer #:	Service ID #:
---------------	-------------	---------------

**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER**

In accordance with the Debt Collection Improvement Act of 1996, you are required to provide your taxpayer identification number. This number may be used to make payments (refunds) or for purposes of collecting and reporting on any delinquent amounts arising out of your relationship with the Federal Government.

(MARK ALL THAT APPLY)	(MARK ALL THAT APPLY)	(MARK ALL THAT APPLY)	(MARK ALL THAT APPLY)
<input type="checkbox"/> New Customer	<input type="checkbox"/> Existing Customer	<input type="checkbox"/> Final Disconnect	<input type="checkbox"/> Seasonal Disconnect
<input type="checkbox"/> New Construction	<input type="checkbox"/> Service Upgrade	<input type="checkbox"/> Relocate Meter Panel	<input type="checkbox"/> Remove Service
<input type="checkbox"/> Connect/Reconnect (\$17.50 service fee)	<input type="checkbox"/> Reread Meter (\$15 service fee if prior read was correct)	<input type="checkbox"/> Meter Test (\$20 service fee if meter functioning properly)	<input type="checkbox"/> Existing Customer (Relocating to different address in SCIP service territory)

Customer Name (print):				SSN/TID:	
Phone #:	Home	Cell	Work	Fax	
Billing Address:					
Service Location					
Closest Cross Street(s):					
Other Responsible Party:				SSN/TID:	
Contractor Name (print):				Phone #:	
Applicant certifies that he/she is Owner <input type="checkbox"/> Leaser <input type="checkbox"/> Agent <input type="checkbox"/> of the service location: (please initial)					

**FAILURE TO KEEP MAILING ADDRESS AND PHONE NUMBERS UP TO DATE ARE SUBJECT TO DISCONNECT IF MAIL IS RETURNED BY THE POST OFFICE.**

(Name of nearest relative not living with you)	
Name:	Phone #:
Address:	Cell #:

**QUALIFICATIONS FOR LIFE SUSTAINING NEED FOR ELECTRICITY** – kidney/hemo/peritoneal dialysis, ventilators/oxi meters (not small nebulizers), C-Pap, O<sub>2</sub> concentrators, feeding/infusion pumps. Must have Doctors written recommendation. **Must be renewed annually.** **INITIAL IF THIS APPLIES:**

☐ **New Construction**      ☐ **New Service**      ☐ **Service Upgrade**      ☐ **Commercial/Industrial**  
(Fill out all that apply)

**Type of Service**  
☐ Residential      ☐ Commercial/Industrial      ☐ Special/Other

Service Needed/Connect Date: \_\_\_\_\_ Date of Disconnect: \_\_\_\_\_ Date of Reconnect: \_\_\_\_\_

☐ Site Built      ☐ Mobile Home      ☐ Other \_\_\_\_\_      ☐ A/C      ☐ All Electric

**New/Existing Specifications**

Phase: ☐ Three      ☐ Single      \_\_\_\_\_ volts      \_\_\_\_\_ amps      \_\_\_\_\_ KVA  
☐ Underground      ☐ Overhead

**Upgrade Specifications (If Applicable)**

Phase: ☐ Three      ☐ Single      \_\_\_\_\_ volts      \_\_\_\_\_ amps      \_\_\_\_\_ KVA  
☐ Underground      ☐ Overhead

**Additional Construction Fees May Apply**

*All services must be inspected/re-inspected and a clearance called into the Business Office by the governing building safety authority before reconnection by SCIP for either one of the following reasons: (1) service is disconnected for the purpose of Maintenance, Relocation, or Service Upgrades to be made on the customer's side of the meter OR (2) service is turned off for any reason over a six (6) month (or longer) time period. EXCEPTION: Seasonal customers may be extended to twelve months as in accordance with Section 6.6 of the SCIP Operations Manual.*

**IF ANY REQUESTS ARE FOR AFTER-HOUR SERVICES, OVERTIME CHARGES WILL APPLY.**

Security Deposit:	\$ _____	Ck/MO #	_____
Connection Fee:	\$ _____	Receipt #	_____
Advance Construction Charge:	\$ _____		
Total Charges:	\$ _____		

**"HAVING HEREBY APPLIED FOR ELECTRICAL SERVICE FROM SAN CARLOS IRRIGATION PROJECT, I DO HEREBY AGREE TO CONFORM WITH ALL RATES, RULES, AND REGULATIONS PROMULGATED IN THE CODE OF FEDERAL REGULATIONS (25 CFR 175) ESTABLISHED BY THE SECRETARY OF THE INTERIOR GOVERNING THE DELIVERY AND SALE OF ELECTRICAL POWER AND ENERGY BY SAID PROJECT AND TO MAKE PAYMENTS FOR SERVICES RENDERED IN A TIMELY MANNER."**

Applicant/Agent:	_____	Date:	_____
	Signature		
Other Responsible Party:	_____	Date:	_____
	Signature		
Application Received By:	_____	Date:	_____
	Signature		
Contract Prepared By:	_____	Date:	_____
	Signature		

*Allow a minimum of 8 weeks notice prior to requested service date for commercial, industrial or development loads. Allow a minimum of 6 weeks after payment is received in full, for construction to begin. In addition to the deposit and connection fees shown above, a construction advance payment may be required before installation can be made, lines extended, or service connected.*

## **EXHIBIT E**

### **LINE EXTENSION SCHEDULE**

#### **SAN CARLOS IRRIGATION PROJECT**

#### **EXTENSIONS OF ELECTRIC DISTRIBUTION LINES AND SERVICES**

The following schedule will be used to determine the estimated construction costs for typical residential, commercial, industrial, lighting, and un-metered services; all estimates will contain the following items:

LABOR  
MATERIAL COSTS  
EQUIPMENT COSTS  
ADMINISTRATIVE COSTS  
EMPLOYEE BENEFITS  
CULTURAL/ENVIRONMENTAL COSTS  
RIGHT-OF-WAY/EASEMENT COSTS

All extensions are subject to the availability of adequate capacity, voltage and utility facilities at the beginning point of an extension, as determined by the Utility.

#### **1. EXTENSIONS OF ELECTRIC FACILITIES**

- 1.1. Unless otherwise specified elsewhere in this Operations Manual, requests for extensions shall be initiated by an Application for Service/Contract form which must be signed by the Customer requesting an extension of Utility facilities prior to any design or construction activity.
- 1.2. A lump sum payment will be required in advance of construction in the amount of the estimated cost of construction to provide electric facilities to a new load. If the new facilities are to be installed underground, the Customer will provide the Utility with a right-of-way easement and all earth work including, but not limited to, trench, boring or punching, conduits, backfill, compaction, transformer pad and surface restoration in accordance with Utility specification. If the new facilities are to be installed overhead the Customer will provide the Utility with a right-of-way easement that has been cleared of all obstructions (brush, trees etc.) to enable the Utility vehicle/equipment access required for the construction and future maintenance of overhead facilities.
- 1.3. If requested by Utility, a site plan, recorded survey maps, plot plan, electrical plans and engineered electrical load calculations must be furnished to the Utility. Line extensions shall remain the sole property of the Utility free from any lien or right in favor of the Customer who made the advance on cost of construction, except for the right to receive service under an applicable Rate Schedule at the premises specified in The Application for Service.

- 1.4. Any Customer requesting that the Utility prepare detailed plans, specifications, or cost estimates, may be required to provide an advance of construction to the Utility in an amount equal to the estimated cost of preparation. Where the Customer authorizes the Utility to proceed with construction of the extension, the advance on the cost of preparation will be credited to the actual cost of construction; otherwise the advance will be non-refundable. The cost estimate may be modified by the Utility if it is determined that the new facilities will provide an improvement to the operation and the reliability of the electrical system. Payment arrangements may be available for Customers with good credit ratings if allowed by the Utility's current credit and collections policy. Utility will prepare without charge, a preliminary sketch and rough estimate of the cost to be paid by Customer for a line extension upon request.
- 1.5. Existing Customers who substantially increase their electric load or a new Customer with a projected electric load where such increase or projected load is of such magnitude that Utility is obligated to make additions to, enlarge, or modify its facilities, may be required to make a non-refundable advance toward Utility's cost of construction.
- 1.6. A Customer who requests relocations, modifications, or other alterations of the Utility's facilities for the Customer's own benefit may be required to make a non-refundable advance toward Utility's construction costs to the extent that the facility changes are solely for the benefit of the Customer.

## 2. REFUNDS

- 2.1. Customer advances may be entitled to a refund only in such cases where a specific written agreement exists that has been executed by the Utility and signed by the Project Manager and the Original Customer.
- 2.2. The refund will only be made to the original Customer whose signature appears on the written agreement. The total amount of the refund will be limited to the amount as specified in the written agreement. After five (5) years from the date of the agreement the original Customer will not be eligible to receive a refund and the agreement will no longer be in force.

## 3. GENERAL CONDITIONS

### 3.1. VOLTAGE

The extension must be designed and constructed for operation at standard voltages specified by the Utility in this Operations Manual and be available in the service area in which the extension is located.

### 3.2. THREE PHASE

Extensions for three-phase service can be made under this extension policy where Customer has installed major three-phase equipment. Equipment of 7½ HP (horsepower) or more, or single air conditioning units of six (6) ton or more, or where total HP or total load exceeding connected three-phase motors exceeds 12 HP or total load exceeding 100 kVa demand shall qualify for three-phase. If less than the above HP or connected kVa is installed, Utility may at its option, when requested by Customer, serve three-phase and require a non-refundable contribution for aid-in-construction to

construct the facilities and require that the contribution be paid in advance.

In certain instances, a Purchase Order, or other form of written agreement or guarantee for payment may be accepted in lieu of advance payment at the discretion of the Utility. This consideration will be reserved for recognized governmental agencies and commercial/industrial Customers with a favorable account history of 12 months or more.

### 3.3 SECURITY LIGHTING

All security lighting installed by the utility shall be un-metered and installed on Utility owned poles only. The style of security lighting shall be limited to "Cobra Head" type light fixtures of the wattages listed in Exhibit G.

#### 3.31 Maintenance

Maintenance of security lighting will be limited to replacement of lamps, photocells, ballasts and light fixtures which have failed due to normal service. Any maintenance required due to vandalism and or other hazards which result in the premature shortening of the normal life span of the fixture will not be repaired without the Customer first providing an advance aid of construction payment to cover the material and labor costs of replacing said equipment.

**EXHIBIT F**  
**RATE SCHEDULES**  
**(See Attached)**

# **SAN CARLOS IRRIGATION PROJECT**

## **ELECTRIC RATE SCHEDULES**

**Effective March 1, 2006**

**RATE SCHEDULE NO 1 - RESIDENTIAL**

**RATE SCHEDULE NO 2 - SMALL COMMERCIAL**

**RATE SCHEDULE NO 3 - LARGE COMMERCIAL**

**RATE SCHEDULE NO 4 - INDUSTRIAL**

**RATE SCHEDULE NO 5 - PROJECT PUMPS**

**RATE SCHEDULE NO 6 - COMMERCIAL PUMPS**

**RATE SCHEDULE NO 7 - LIGHTING/SPECIAL**

RATE SCHEDULE NO. 1

RESIDENTIAL SERVICE

AVAILABILITY: In all territory served by the San Carlos Irrigation Project (SCIP) at all points where facilities of adequate capacity and the required phase and suitable voltage are adjacent to the premises served.

APPLICATION: This schedule is applicable to all single-phase or three-phase electric service residences. Unless specifically permitted by the contract, use must be limited to the consumer's own premises and power supplied must not be resold. If more than one meter is required by the customer's installation, or for the customer's convenience, bills will be independently calculated for each meter.

MONTHLY RATE: The monthly billing for this class of service shall consist of a summation of the following costs based on monthly usage.

MINIMUM BILL: The minimum bill shall be \$10.00 per month

- A. Minimum Bill, which includes the first 50 kilowatt-hours.
- B. 12.0 cents per kilowatt-hour for the next 500 kilowatt-hours.
- C. 9.0 cents per kilowatt-hour for all additional kilowatt-hours.

Purchased Power Adjustment: If determined necessary, pursuant to CFR 25 §175.13, a purchased power adjustment may also be added to each kWh used.

Approved by :

  
Acting WESTERN REGIONAL DIRECTOR

2-2-06  
DATE

EFFECTIVE DATE 3-6-06



RATE SCHEDULE NO. 2

SMALL COMMERCIAL SERVICE

AVAILABILITY: In all territory served by the San Carlos Irrigation Project (SCIP) at all points where facilities of adequate capacity and the required phase and suitable voltage are adjacent to the premises served.

APPLICATION: To all electric service required when each service is applied at one point of delivery and measured through one meter with a demand reading of less than or equal to 249 kW.

TYPE OF SERVICE: Single or three phase, 60 Hertz, at one standard voltage as may be selected by customer subject to availability at the customer's premise. Three phase service is furnished under the SCIP's standard rules covering line extensions.

MONTHLY RATE: The monthly billing for this class of service shall consist of a summation of the following costs based on monthly usage.

Minimum Bill: \$20.00 per month  
Includes the first 50 kWh of energy used in a month

Demand Charge: \$2.00/kW of Billing Demand

Energy Charge: \$0.13/kWh for the next 950 kWh  
\$0.080/kWh for the next 9,000 kWh  
\$0.060/kWh for all Energy

Purchased Power Adjustment: If determined necessary, pursuant to CFR 25 §175.13, a purchased power adjustment may also be added to each kWh used.

DETERMINATION OF BILLING DEMAND KW

The greater of,

1. The average kW supplied during the 15-minute period (or other period as specified by individual customer's contract) of maximum use during the month, as determined from readings of the Company's meter.

2. The minimum kW specified in the agreement for service or individual customer's contract

Approved by :

  
WESTERN REGIONAL DIRECTOR

DATE

EFFECTIVE DATE 3-6-06

RATE SCHEDULE NO. 3

LARGE COMMERCIAL SERVICE

AVAILABILITY: In all territory served by the San Carlos Irrigation Project (SCIP) at all points where facilities of adequate capacity and the required phase and suitable voltage are adjacent to the premises served

APPLICATION: To all electric service required when each service is applied at one point of delivery and measured through one meter with a demand reading greater than or equal to 250 kW and less than or equal to 999 kW.

TYPE OF SERVICE: Single or three phase, 60 Hertz, at one standard voltage as may be selected by customer subject to availability at the customer's premise. Three phase service is furnished under the SCIP's standard rules covering line extensions.

MONTHLY RATE: The monthly billing for this class of service shall consist of a summation of the following costs based on monthly usage.

Minimum Bill : \$50.00 per month  
Includes the first 500 kWh of energy used in a month

Demand Charge: \$3.00/kW of Billing Demand

Energy Charge: \$0.095/kWh for the next 10,000 kWh  
\$0.065/kWh for all Energy

Purchased Power Adjustment: If determined necessary, pursuant to CFR 25 §175.13, a purchased power adjustment may also be added to each kWh used.

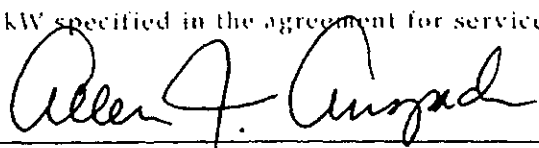
DETERMINATION OF BILLING DEMAND KW

The greater of:

3. The average kW supplied during the 15-minute period (or other period as specified by individual customer's contract) of maximum use during the month, as determined from readings of the Company's meter.

4. The minimum kW specified in the agreement for service or individual customer's contract.

Approved by :

  
Acting WESTERN REGIONAL DIRECTOR

2-2-06  
DATE

EFFECTIVE DATE 3-6-06

RATE SCHEDULE NO. 4

INDUSTRIAL SERVICE

AVAILABILITY: In all territory served by the San Carlos Irrigation Project (SCIP) at all points where facilities of adequate capacity and the required phase and suitable voltage are adjacent to the premises served

APPLICATION: To customers whose monthly maximum demand is 1,000 kW or more for three (3) consecutive months in any continuous twelve (12) month period ending with the current month. Service must be supplied at one point of delivery and Measured through one meter unless otherwise specified by individual customer's contract.

TYPE OF SERVICE: Three phase, 60 Hertz, at SCIP's standard voltages that are available within the vicinity of customer's premises.

MONTHLY RATE: The monthly billing for this class of service shall consist of a summation of the following costs based on monthly usage.

Minimum Bill : \$250.00 per month

Demand Charge: \$7.00/kW of Billing Demand

Energy Charge: \$0.050/kWh for all kWh

Purchased Power Adjustment: If determined necessary, pursuant to CFR 25 §175.13, a purchased power adjustment may also be added to each kWh used.

DETERMINATION OF BILLING DEMAND KW

The greater of:

1. The average kW supplied during the 15-minute period (or other period as specified by individual customer's contract) of maximum use during the month, as determined from readings of the Company's meter.
2. The minimum kW specified in the agreement for service or individual customer's contract.

Approved by :

 2-2-06  
Asst. Western Regional Director DATE

EFFECTIVE DATE 3-6-06

RATE SCHEDULE NO. 5

PROJECT PUMPS

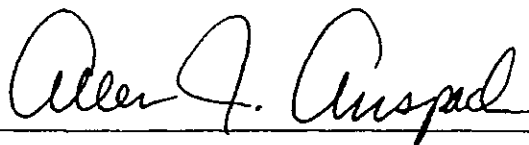
APPLICATION OF SCHEDULE: This schedule is applicable to Pumps owned by the Irrigation Division of San Carlos Irrigation Project (SCIP) for providing pumped water to the irrigation systems of San Carlos Irrigation and Drainage District and the Gila River Indian Community.

MINIMUM TERM The minimum term of the rate will be 12 months

MONTHLY RATE: The monthly rate will consist of the blended cost of power, energy and transmission of the Parker-Davis preference Power Allocation received by the Project and the current proportional average Project Operation, Maintenance and Administrative costs.

This rate is presently: 35.0 mills/kWh

Approved by :



WESTERN REGIONAL DIRECTOR

2-2-06

DATE

EFFECTIVE DATE 3-6-06

RATE SCHEDULE NO. 6

COMMERCIAL PUMPS

APPLICATION OF SCHEDULE: This schedule is applicable to all non-San Carlos Irrigation Project (SCIP) owned irrigation motors with demand meters for the purposes of pumping either surface or deep well water.

TYPE OF SERVICE: Single-phase or three-phase electric service. Unless specifically permitted by contract, use must be limited to the customer's premises and the power supplied must not be resold.

MONTHLY RATE: The monthly billing for this class of service shall consist of a summation of the following costs based on monthly usage.

MONTHLY RATE: Minimum Bill : \$25 per month

Energy Charge: \$0.039/kWh for all kWh

Demand Charge: \$2.40/kW of billing demand

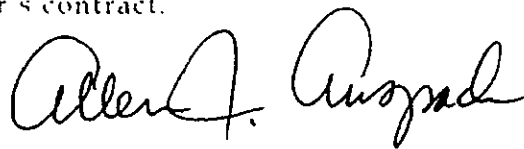
Purchased Power Adjustment: If determined necessary, pursuant to CFR 25 §175.13, a purchased power adjustment may also be added to each kWh used.

DETERMINATION OF BILLING DEMAND KW

The greater of:

1. The average kW supplied during the 15-minute period (or other period as specified by individual customer's contract) of maximum use during the month, as determined from readings of the Company's meter.
2. The minimum kW specified in the agreement for service or individual customer's contract.

Approved by :



2-2-06

WESTERN REGIONAL DIRECTOR

DATE

EFFECTIVE DATE 3-6-06

RATE SCHEDULE NO. 7

STREET AND AREA LIGHTING

APPLICATION: This rate schedule applies to service for yard lighting, lighting streets, alleys, thoroughfares, parks, schoolyards, industrial areas, parking lots, and similar areas where such dusk-to-dawn service is desired. The Project will own and operate lighting systems and provide normal lamp replacements. Other maintenance shall be at customer's expense.

MINIMUM TERM: The minimum term of service contract will be 12 months, payable in advance. The advance payment may be waived in special cases by the Project Engineer. Installation charges, the cost of wood poles or special steel, aluminum, or other supports, special fixtures, and the cost of underground service will be charged as determined by the Project Engineer.

MONTHLY RATE:

	Each <u>First</u>	Each <u>2 to 5</u>	Each <u>6 or more</u>
150 Watts (approximately 6,500 lm)	\$17.00	\$15.40	\$13.75
250 Watts (approximately 10,000 lm)	\$20.85	\$19.00	\$16.35
400 Watts (approximately 18,000 lm)	\$27.72	\$24.27	\$20.85

Approved by :

  
WESTERN REGIONAL DIRECTOR

DATE

EFFECTIVE DATE 3-6-06

**EXHIBIT G**

**SECURITY LIGHTING / SPECIAL SERVICE AGREEMENT**

**(See attached)**

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
SAN CARLOS IRRIGATION PROJECT  
COOLIDGE, ARIZONA

SECURITY LIGHTING/ DUSK TO DAWN/ STREET LIGHTS

Date: \_\_\_\_\_

Name: \_\_\_\_\_ Customer No/ Mtr. No: \_\_\_\_\_

Billing Address: \_\_\_\_\_ Contract No: \_\_\_\_\_

\_\_\_\_\_ Phone No: \_\_\_\_\_

Service Location: (Give exact Physical Address and location of light in yard, draw sketch on back of this sheet).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Type of service: Lighting Un-metered ( ) Special Services Un-metered ( )

No. of lights requested: \_\_\_\_\_

**COST PER MONTH- LAMPS**

	Cost/ Light	Total Lights
No. _____ 150 Watts	\$ _____	\$ _____
No. _____ 250 Watts	\$ _____	\$ _____
No. _____ 400 Watts	\$ _____	\$ _____

ADVANCED CONSTRUCTION COSTS

A construction advance payment of \$ \_\_\_\_\_ is required prior to installation of service.

San Carlos Irrigation Project equipment shall not be installed, on a customer-owned facility.

Applicant/ Agent \_\_\_\_\_  
(Customer)

Approval: United States of America

By: \_\_\_\_\_ Date: \_\_\_\_\_

Contract prepared by: \_\_\_\_\_



**EXHIBIT H**

**San Carlos Irrigation Project  
Revised Service Fee Schedule  
(See Attached)**

## San Carlos Irrigation Project Service Fee Schedule

Fee Description	Revised Fees
<b>New Service Establishment ( During Regular Operating Hours)</b>	
Residential Service	\$50.00
Small Commercial (Single Phase)	\$50.00
Small Commercial (Three Phase)	\$50.00
Large Commercial	\$50.00
Industrial	\$50.00
<b>New Service Establishment (After Regular Operating Hours)</b>	
Residential	\$148.00
Small Commercial (Single Phase)	\$148.00
Small Commercial (Three Phase)	\$395.00
Large Commercial	\$395.00
Industrial	\$395.00
<b>Reestablishment (During Regular Operating Hours)</b>	
Residential	\$105.00
Small Commercial (Single Phase)	\$105.00
Small Commercial (Three Phase)	\$268.00
Large Commercial	\$268.00
Industrial	\$268.00
<b>Reestablishment (After Regular Operating Hours)</b>	
Residential	\$148.00
Small Commercial (Single Phase)	\$148.00
Small Commercial (Three Phase)	\$395.00
Large Commercial	\$395.00
Industrial	\$395.00
<b>Meter Disconnect Fee ( During Regular Operating Hours)*</b>	
Residential	\$105.00
Small Commercial (Single Phase)	\$105.00
Small Commercial (Three Phase)	\$268.00
Large Commercial	\$268.00
Industrial	\$268.00
<b>Meter Disconnect Fee (After Regular Operating Hours)*</b>	
Residential	\$148.00
Small Commercial (Single Phase)	\$148.00
Small Commercial (Three Phase)	\$395.00
Large Commercial	\$395.00
Industrial	\$395.00
<b>Same Day Connection Fee</b>	
Residential	\$150.00
Small Commercial (Single Phase)	\$150.00
Small Commercial (Three Phase)	\$150.00
Large Commercial	\$150.00
Industrial	\$150.00
<b>Service Connection- Call Back</b>	\$100.00

## San Carlos Irrigation Project Service Fee Schedule

<b>Unlawful Use of Service – note 1)*</b>	
Residential	\$445.00
Small Commercial (Single Phase)	\$565.00
Small Commercial (Three Phase)	\$955.00
Large Commercial	\$1025.00
Industrial	\$1025.00
<b>Meter Re-Read</b>	\$40.00
<b>Damaged Meter Replacement</b>	
Residential	\$250.00
Small Commercial (Single Phase)	\$335.00
Small Commercial (Three Phase)	\$675.00
Large Commercial	\$675.00
Industrial	\$675.00
<b>Meter Test</b>	
Residential	\$140.00
Small Commercial (Single Phase)	\$140.00
Small Commercial (Three Phase)	\$205.00
Large Commercial	\$205.00
Industrial	\$205.00
<b>Returned Check Fee-each Transaction</b>	\$50.00
<b>Disconnect at Transformer*</b>	\$250.00
<b>Disconnect Underground*</b>	\$250.00
<b>Pole Attachments (Telephone)</b>	\$18.00
<b>Pole Attachments (Cable)</b>	\$12.50

**Notes:**

- 1) Fee charged per occurrence-actual costs will also include cost of energy, increased deposit(s), and legal fees.

\*Disconnection of electric service for nonpayment, unlawful use of service, misrepresentation to Utility etc.

The revised fees are hereby approved and are to become effective no less than 30 days after revised fee schedule is published by the San Carlos Irrigation Project in local newspapers of general circulation and posted in the utility office.

Catherine Wilson

Acting  
Western Regional Director

4/29/09

Date

**EXHIBIT I**

**POLE ATTACHMENT AGREEMENT**

**(See attached)**

**POLE ATTACHMENT AGREEMENT**  
**BETWEEN**  
**SAN CARLOS IRRIGATION PROJECT**  
**AND**  
**“LICENSEE”**

**POLE ATTACHMENT AGREEMENT  
BETWEEN  
SAN CARLOS IRRIGATION PROJECT  
AND "LICENSEE"**

SECTION	TITLE	PAGE
1.	PARTIES.....	1
2.	SCOPE OF AGREEMENT.....	1
3.	ATTACHMENTS.....	1
4.	MAINTENANCE/TRANSFER OF LICENSEE'S ATTACHMENTS.....	2
5.	PAYMENT.....	2
6.	INDEMNITY.....	3
7.	INSURANCE.....	3
8.	ASSIGNMENTS.....	4
9.	TERM AND TERMINATION.....	5
10.	NON-WAIVER.....	6
11.	EXECUTION AND EFFECTIVE DATE.....	6

**POLE ATTACHMENT AGREEMENT  
BETWEEN  
SAN CARLOS IRRIGATION PROJECT  
AND  
"CUSTOMER"**

**1. PARTIES:**

The parties to this Agreement are \_\_\_\_\_, hereinafter referred to as "Licensee", and San Carlos Irrigation Project, hereinafter referred to as SCIP.

**2. SCOPE OF AGREEMENT:**

In consideration of Licensee's compliance with the provisions of this Agreement, and the payment of an annual fee of \_\_\_\_\_ per pole per calendar year, SCIP grants Licensee a non-exclusive, revocable license to install and maintain attachments to \_\_\_\_\_ poles of SCIP located in or near \_\_\_\_\_ Arizona, as further specified in Exhibit A, attached hereto, including anything deriving its support from SCIP poles, hereinafter referred to as "Attachments". In the event Licensee requires any additional Attachments to SCIP facilities or makes any change, alteration, improvement, replacement, or modification to any of the Attachments specified in Exhibit A in accordance with the provisions of section 4.1 of this Agreement, Licensee shall give written notice to SCIP in advance of any such change, alteration, improvement, replacement, removal, or modification. Upon SCIP's written acceptance of the modifications, and receipt of any preparation charges, the existing Exhibit A will be amended to include the accepted modifications and the Licensee may proceed with its modifications.

**3. ATTACHMENTS:**

**3.1 Standards**

Attachments shall be installed and maintained in accordance with the rules and regulations of the National Electrical Safety Code (NESC) or any other statute, regulation, or ordinance (including OSHA) requiring more stringent safety standards than those promulgated by the NESC. The Attachments shall not be used or operated in any manner that will interfere with the use and operation of SCIP property. Pole steps or other permanent climbing devices shall not be attached to any pole. Licensee shall perform its obligations under this License in compliance with all applicable laws, rules, regulations, ordinances and orders of government authorities exercising jurisdiction over Licensee and/or the subject matter of this License.

### **3.2 Corrections**

In the event the Attachments, or the installation or maintenance thereof, violate any standard referred in Section 3.1, Licensee shall at Licensee's expense, take the necessary actions to correct the violation in the most expeditious manner available under the existing circumstances. If Licensee does not expeditiously take steps to correct the violation or if the violation imposes immediate danger of injury or damage to property or person, SCIP may, in addition to any other remedies available to SCIP, take the necessary actions, or remove such Attachments and terminate this Agreement, and Licensee shall reimburse SCIP for all costs and expenses occasioned thereby.

## **4. MAINTENANCE/TRANSFER OF LICENSEE'S ATTACHMENTS:**

4.1 Licensee's Responsibilities- Licensee shall, at any time and at Licensee's expense, upon thirty (30) days written notice from SCIP change, alter, improve, repair, replace, remove, or otherwise modify the Attachments when SCIP deems it necessary. Licensee may not otherwise change, alter, improve, repair, replace, remove, or otherwise modify the poles or SCIP facilities attached hereto or connected therewith. If for any reason it should become necessary to change the route of any pole lines or to replace any pole to which Licensee has attached, Licensee shall, upon due notice and within a reasonable time not to exceed thirty (30) days thereafter, transfer such Attachments from the displaced pole to the newly located pole at Licensee's sole cost and expense.

4.2 Performance by SCIP- In the event Licensee fails or refuses to make such modifications, or to transfer Attachments from a displaced pole to a newly located pole within the time specified, then SCIP may, in addition to any other remedies available to SCIP, make such modifications, or remove such Attachments and terminate this Agreement, and Licensee shall reimburse SCIP for all costs and expenses occasioned thereby.

## **5. PAYMENT:**

5.1 Preparation Charge- If SCIP must make preparations to make the poles ready for the Attachments, Licensee shall reimburse SCIP for said costs, either actual costs or estimated costs as agreed prior to attaching to SCIP poles. Licensee's permission to attach to SCIP poles shall not be



valid until said preparation or make-ready work has been completed by SCIP and all such charges have been paid to SCIP.

- 5.2 Initial Annual Fee- Licensee shall pay the initial annual fee due under this Agreement at the time of this Agreement, is signed.
- 5.3 Subsequence Annual Fees- The annual feels for subsequent years shall be payable in advance and shall be due on the first day of January of each calendar year for each pole occupied on the thirty-first day of December of the previous calendar year, no part of which is refundable should this Agreement be terminated for any reason. In the event that Licensee does not pay the annual fee due by the first of January each year, SCIP has the right at its sole discretion, to terminate this Agreement by using 30 days advance written notice of termination to Licensee.
- 5.4 Changes in Annual Fee-SCIP may change the annual fee by giving Licensee sixty (60) days in advance written notice of any change in the annual fee for the coming year. If such change is unacceptable to Licensee, Licensee shall so notify SCIP not later than the first day of December of each year, in which case this Agreement shall automatically terminate upon the last day of the then current term.

## 6. **INDEMNITY:**

Licensee shall indemnify, defend, and hold harmless SCIP and all its employees, agents, representatives, and insurers (collectively, the "Indemnities") from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the Indemnities, or any one of them on account of loss of or damage to any property, and/ or for injury to or death of any person, in any manner caused by, arising out of, or contributed to, in whole or in part, by reasons of any alleged act, omission, fault, mistake, or negligence of the Licensee, or its employees, agents, contractors, representatives, or their respective employees, agents, contractors, representatives, or their respective employees, agents, contractors or representatives in connection with or incident to the performance of any activities pursuant to this Agreement including, without limitation the installation, maintenance, presence, or use of the Attachments, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Licensee or claims under similar such laws or obligations. Licensee's obligation under this section shall not extend to any liability caused by the sole negligence of an Indemnitee, or its employees, agents, contractors, representatives, or insurers, but shall extend to indemnify the Indemnitee and its insurers where the Indemnitee or its employees, agents, representatives, contractors or insurers are concurrently negligent with

Licensee, its employees, agents, contractors or representatives in causing or contributing to the liability causing event.

## **7. INSURANCE:**

- 7.1 Licensee shall provide and maintain during the term of this Agreement, with forms and insurers acceptable to SCIP, the following minimum insurance coverage's:

Comprehensive General Liability Insurance with a combined single limit of one million (\$1,000,000) for each occurrence. The insurance shall include coverage for bodily injury, broad form property damage (including completed operations coverage), personal injury, blanket contractual, contractors protective, and products and completed operations in connection with or incident to the activities applicable under this Agreement.

- 7.2 Prior to installation of any Attachments under this Agreement, Licensee shall furnish SCIP with Certificates of Insurance as evidence that policies providing the required coverages, conditions, and limits are in full force and effect. Such certificates shall provide that not less than (30) days in advance notice of cancellation, termination, or alteration shall be sent directly to SCIP addressed as follows:

San Carlos Irrigation Project  
Engineering Department  
13805 N. Arizona Blvd.  
Coolidge, Arizona 85228

- 7.3 The stipulation of insurance coverage's in this Section 7 shall not be construed to limit or waive any liabilities or other obligations of Licensee to SCIP or any other parties in connection with this Agreement.

## **8. ASSIGNMENTS:**

- 8.1 By Licensee- This Agreement is not assignable by Licensee without the written consent of SCIP. Any such approved assignment shall be for the benefit of and be binding on Licensee, the assignee, and all future successors, and shall not relieve Licensee of any duties or obligations under this Agreement. Any attempts by Licensee to assign this Agreement without SCIP written consent shall cause this Agreement to be terminated as of the date of the attempted assignment. Within thirty (30) days after said termination, Licensee shall remove the Attachments from SCIP poles. If Licensee fails to comply, SCIP may, in addition to other remedies

available to SCIP, remove the Attachments and Licensee shall reimburse SCIP for all costs and expenses occasioned thereby.

- 8.2 By SCIP- Nothing shall prevent or limit the right of SCIP to assign or dispose of its rights or interest in any poles or attachments or rights-of-way in any way related to this Agreement to a government agency, corporation, or individual, or to mortgage any or all of its properties, rights, privileges, and franchises, or to sell, lease, or transfer any or all of them to another government agency or business entity organized for the purpose of conducting a business of the same general character as that of SCIP, or to enter into any merger or consolidation. In case of the foreclosure of such mortgage, or in case of such sale, lease, transfer, merger or consolidation. SCIP's rights and obligations hereunder shall pass to, and be acquired and assumed by the purchaser on foreclosure, the transferee, the lessee, the assignee or the merging or consolidating company, as the case may be.

**9. TERM AND TERMINATION:**

- 9.1 General- This Agreement shall be effective and remain in full force from the date of its execution until terminated by either party.
- 9.2 SCIP Termination- SCIP may, at its sole discretion, terminate this Agreement at any time by giving thirty (30) days advance written notice of termination to Licensee. Licensee shall remove all Attachments from SCIP poles during this 30-day period. If Licensee fails to comply, SCIP may, in addition to any other remedies available to SCIP, remove the Attachments and Licensee shall reimburse SCIP for all costs and expenses occasioned thereby.
- 9.3 Licensee Termination- Licensee may terminate this Agreement at any time by removing all Attachments from SCIP poles and thereafter giving SCIP written notice that all Attachments have been properly removed. Provided the Attachments have satisfactorily removed, said termination shall become effective upon receipt of said written notice by SCIP.
- 9.4 Condition of the Poles upon Termination- Licensee shall restore SCIP poles and the premises upon which they are located to a neat and orderly condition, ordinary wear and tear excepted, free of all damage or impairment resulting from Licensee's use of the poles. If Licensee fails to comply, SCIP may, in addition to any other remedies available to SCIP, remedy or repair such non-conforming conditions and Licensee shall reimburse SCIP for all costs and expenses occasioned thereby.

## 10. NON-WAIVER

- 10.1 The failure of SCIP to insist upon strict performance of any of the provisions of this Agreement, or to exercise any rights or remedies provided by this Agreement, or SCIP's delay in the exercise any rights or remedies shall not release Licensee from any of its responsibilities or obligations imposed by law or by this Agreement and shall not be deemed a waiver of any right of SCIP to insist upon strict performance of this Agreement.
- 10.2 Nothing contained in this Agreement shall be construed in any way to fulfill, limit, restrict, substitute, or waive, in whole or in part, any of Licensee's obligations under any applicable laws, regulations, codes, standards or industry practices pertaining to activities near overhead electric lines.

## 11. EXECUTION AND EFFECTIVE DATE:

This agreement, has been executed by the duly authorized representatives of the parties,

effective as of the 1st day of June 2009  
2008.

### SAN CARLOS IRRIGATION PROJECT

SIGNATURE: 

NAME: BRYAN BOWKER

TITLE: Project Manager  
"SCIP"

## Authorization to put amended Operations Manual into effect

This Operations Manual is hereby accepted and approved for the use by the San Carlos Irrigation Project and its Customers. The Operations Manual will remain in full force and effect until rescinded by me or an individual authorized to do so.

Catherine Wilson

Western Regional Director

**Acting**

4/29/09

Date

MAY - 4 2009

Copy 4/100  
460  
460

BRANCH OF ADMINISTRATION **NOTICE**

Notice is hereby given that the Western Regional Director has approved revisions to the **Service Fee Schedule** for the San Carlos Irrigation Project, effective **June 1, 2009** pursuant to Section 175.11, Title 25 of the Code of Federal Regulations. The basis for these revisions is a detailed cost-of-service and competitive position analysis. These revised Service Fees will affect all existing and future customers of the San Carlos Irrigation Project and will remain in effect until further notice. The Service fees are as follows: **New Service Establishment (Regular Operating Hours)** all rate classes-\$50.00; **New Service Establishment (After Regular Operating Hours)** Residential and Small Commercial (Single Phase)-\$148.00, Small Commercial (Three Phase), Large Commercial and Industrial-\$395.00; **Reestablishment (Regular Operating Hours)** Residential and Small Commercial (Single Phase)-\$105.00, Small Commercial (Three Phase), Large Commercial and Industrial-\$268.00; **Reestablishment (After Regular Operating Hours)** Residential and Small Commercial (Single Phase)-\$148.00, Small Commercial (Three Phase), Large Commercial and Industrial-\$395.00; **Meter Disconnect Fee (Regular Operating Hours)\*** Residential and Small Commercial (Single Phase)-\$105.00, Small Commercial (Three Phase), Large Commercial and Industrial-\$268.00; **Meter Disconnect Fee (After Regular Operating Hours)\*** Residential and Small Commercial (Single Phase)-\$148.00, Small Commercial (Three Phase), Large Commercial and Industrial-\$395.00; **Same Day Connection Fee** all rate classes-\$150.00; **Service Connection-Call Back**-\$100.00; **Unlawful Use of Service-note 1)\***, Residential-\$445.00, Small Commercial (Single Phase)-\$565.00, Small Commercial (Three Phase)-\$955.00, Large Commercial and Industrial-\$1025.00; **Meter Re-Read**-\$40.00; **Damaged Meter Replacement**, Residential-\$250.00, Small Commercial (Single Phase)-\$335.00, Small Commercial(Three Phase), Large Commercial and Industrial-\$675.00; **Meter Test**, Residential and Small Commercial (Single Phase)-\$140.00, Small Commercial (Three Phase), Large Commercial and Industrial-\$205.00; **Return Check Fee - each transaction**-\$50.00; **Disconnect at Transformer\***-\$250.00; **Disconnect underground\***-\$250.00; **Pole Attachments (Telephone)**-\$18.00; **Pole Attachments (Cable)**-\$12.50.

Note 1) Fee charged per occurrence-actual costs will also include cost of energy, increased deposit(s), and legal fees.

\*Disconnection of electric service for nonpayment, unlawful use of service, misrepresentation to Utility etc.

Approved By: Catherine Holden 4/29/09  
Acting Western Regional Director Date  
Bureau of Indian Affairs

# NOTICE

Notice is hereby given that the Western Regional Director to amend the Operations Manual for the San Carlos Irrigation Project, effective June 1, 2009 pursuant to Section 175.5, Title 25 of the Code of Federal Regulations. The basis for this amendment is to update and better identify the operating procedures and policies of the San Carlos Irrigation Project. The amended Operations Manual will affect all existing and future customers of the San Carlos Irrigation Project and will remain in effect until further notice. A copy of the amended Operations Manual can be reviewed at the San Carlos Irrigation Project business office located at 255 E. Roosevelt Avenue, in Coolidge, Arizona. Comments will be received for 30 days and can be addressed to:

Office of the Project Manager  
13805 N Arizona Blvd.  
Coolidge, AZ 85228  
(520) 723-6215

Approved By: Catherine Wilson 4/29/09  
Western Regional Director Date  
Acting Bureau of Indian Affairs