



## **Gila River Indian Community Utility Authority**

### **Rules and Regulations for Electric Service**



## Revisions

Revision Date	Section	Comment
Dec-08	1.1	Inserted information CIAC tax treatment
	2.1.2	Changed to GRICUA Web Site
	1.1.7, 4.5.3, & 5.4.4	Added section on Design Fees
	3.1.2	Reworded to cover reconnect
	3.4.5	Reworded to eliminate difference in lights
	5.3.3	Added 'permissible' for clarification
	7.2	Added Design Fees \$/amp and Meter tampering
	4.15.2	Added reference to fee schedule
June 1, 2009	7.2	Lowered Reconnect fee from \$100 to \$25



# GRICUA RULES AND REGULATIONS

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## **GRICUA RULES AND REGULATIONS FOR ELECTRIC SERVICE**

Approved by the Gila River Indian Community Utility Authority Board on June 1, 2009



## **GRICUA RULES AND REGULATIONS FOR ELECTRIC SERVICE**

### **1. DEFINITIONS**

The following terms, when used herein, have the meaning specified:

- 1.1. **ADVANCE TOWARD CONSTRUCTION:** Capital funds received from the Customer as an up-front payment toward design and construction; also referred to as Contribution in Aid of Construction (CIAC). These capital funds may or may not be refundable. Advance Toward Construction are considered capital contributions to the Utility Authority and will be capitalized on GRICUA's books per section 118 of the Federal Tax Code. The customer should consult his/her tax advisor for proper accounting of CIAC on the customer's financial statements.
- 1.2. **AGREEMENT FOR ELECTRIC SERVICE:** The terms and conditions, either standard or non-standard, to provide electric service and specify the Electric Rate and other terms and conditions under which a Customer will pay for that service from GRICUA.
- 1.3. **BILLING PERIOD:** The time interval between two consecutive meter readings.
- 1.4. **BUILDING:** A structure which stands alone or is separated from adjoining structures by fire walls with all openings therein protected by fire doors. If this definition conflicts with local building codes, the local code definition will prevail.
- 1.5. **CAPACITY:** The continuous load-carrying ability of Generation, Transmission, Distribution or other electrical equipment, expressed in megawatts (MW) or kilowatts (kW) or megavolt-amperes (MVA) or kilovolt-amperes (kVA), or other suitable units.
- 1.6. **CLASS OF USE:** A classification of Customer usage type, defined by end use, voltage level, electricity use pattern, Electric Rate, or other criteria (e.g., Residential, General Service, Lighting).
- 1.7. **CONNECTED LOAD:** The sum of the ratings of the Customer's Power consuming equipment which is or may be connected to GRICUA's electric system.
- 1.8. **CONTINGENCY:** The unexpected failure or outage of an electric system component, such as a generator, transmission line, circuit breaker, switch, or other element. A contingency also may include multiple components, which are related by situations leading to simultaneous component outages.
- 1.9. **CONTRIBUTION IN AID OF CONSTRUCTION (CIAC):** See 1.1 herein (Advance Toward Construction).
- 1.10. **CONTROL AREA:** An electric system or systems, bounded by interconnection metering and telemetry, capable of controlling Generation and Transmission to maintain its interchange schedule with other such systems and contributing to frequency regulation of the interconnection.
- 1.11. **CONTROL AREA OPERATOR (CAO):** The operator of a Control Area.



- 1.12. **CUSTOMER:** Any Person (as defined by 1.36) utilizing Services from GRICUA. Where the context requires, the term “Customer” includes an applicant for GRICUA service.
- 1.13. **DEDICATED:** Electric service provided to a Customer via facilities usually used only to serve that Customer.
- 1.14. **DEDICATED FACILITIES:** Facilities that, by contractual arrangement, are utilized by only one Customer to receive electric service.
- 1.15. **DELIVERY, SYSTEM, AND FACILITIES CHARGES:** Charges to recover costs related to the Transmission and Distribution system.
- 1.16. **DEMAND:** The rate at which Electrical Energy is delivered to or by an electric system or part of an electric system at a given instant or averaged over any designated interval of time. Demand may be expressed in Kilowatts, kilovolt-Amperes, megawatts, or other suitable units. The designated interval can be specified in the Electric Rates, the Agreement for Electric Service, or within these Rules and Regulations. Types of Demand may include:
  - 1.16.1. **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.
  - 1.16.2. **BILLING DEMAND:** Demand, usually expressed in Kilowatts, used for calculation of the bill. It may be the Connected Load, the measured Demand or a modification of either as provided for in an Agreement for Electric Service, Electric Rate, or any special agreements. It may be based on the contract year, a contract minimum, or a previous maximum and, therefore, may not coincide with the actual Demand measured during the Billing Period.
- 1.17. **DESIGN FEES:** Fees included in Advance Toward Construction for design of new or modification to existing electric facilities.
- 1.18. **DISTRIBUTION:** The portion of GRICUA’s electric system used to deliver Electrical Energy to Customers from points on the Transmission System.
- 1.19. **ELECTRIC RATES:** GRICUA’s published Electric Prices (including riders and similar documents) for standard contract Customers, including residential, industrial, commercial, lighting, and pumping Customers. There may be more than one Electric Rate setting forth the charges and conditions for a particular class or type of service. An Electric Rate usually includes an identification letter and number, class of service, character or applicability, prices, conditions, and references to these Rules and Regulations.
- 1.20. **ELECTRIC SERVICE SPECIFICATIONS:** The manual that contains information regarding the requirements for wiring, metering, equipment and other matters. GRICUA utilizes SRP’s Electric Service Specifications as found on the Internet at <http://www.srpnet.com/electric/business/specs/default.aspx>



- 1.21. **ELECTRICAL ENERGY/ENERGY:** The generation or use of electric Power by a device during a period of time, expressed in Kilowatt-hours (kWh), megawatt-hours (MWh), or gigawatt-hours (GWh).
- 1.22. **ENERGY:** See 1.23 herein (Electrical Energy/Energy).
- 1.23. **ENERGY CHARGE:** A charge per kWh for the Electrical Energy used by the Customer.
- 1.24. **EXTENSION:** Lines and/or Service Laterals required to extend electric service from GRICUA's existing permanent facilities to the Point of Delivery.
- 1.25. **FACILITIES CHARGE:** An amount to be paid by the Customer as a lump sum or periodically, for Transmission or Distribution facilities provided by GRICUA to serve that Customer.
- 1.26. **GENERATION:** The process of producing Electrical Energy from other forms of energy; also, the amount of Electrical Energy produced, usually expressed in Kilowatt-hours (kWh) or megawatt-hours (MWh).
- 1.27. **GRICUA:** The Gila River Indian Community Utility Authority, an Authority of the Gila River Indian Community
- 1.28. **HIGH-RISE BUILDING:** Any multi-story Building within which the most economically feasible electrical Distribution system exceeds 240 volts and step-down transformation is necessary to serve the ultimate Customer.
- 1.29. **KILOVOLT-AMPERE (kVA):** 1,000 volt-amperes.
- 1.30. **KILOWATT (kW):** A unit of Power equal to 1,000 watts or approximately 1.341 horsepower.
- 1.31. **KILOWATT-HOUR (kWh):** The amount of Energy delivered in one hour when delivery is at a constant rate of one Kilowatt.
- 1.32. **LINE:** A system of poles, ducts, wires, cable or equipment used for the Transmission and Distribution of electricity.
- 1.33. **LOAD:** An end-use device or Customer facility that receives Power from the electric system.
- 1.34. **METER:** [The device that measures the total Energy and/or Demand supplied by GRICUA to the Load of a Customer
- 1.35. **METER CHARGE:** A fixed monthly charge to recover costs related to GRICUA's owning and maintaining the electric meter.
- 1.36. **NON-SECURITY LIGHTING:** Lighting provided by GRICUA for the purpose of lighting a non-residential outdoor area.
- 1.37. **PARALLEL GENERATION:** Electrical generation equipment approved by GRICUA to operate interconnected (in parallel) with GRICUA's system.
- 1.38. **PERSON:** Any individual, partnership, corporation, governmental body, or other entity.
- 1.39. **POINT OF DELIVERY:** The location at which GRICUA's electric facilities make contact with a Customer's Service Equipment.
- 1.40. **POWER:** The time rate of transferring Energy, usually expressed in Kilowatts.



- 1.41. **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.
- 1.42. **PRICE PLAN:** See 1.24 herein (Electric Rates).
- 1.43. **PRIMARY GENERAL SERVICE:** Electric service that does not require transformation by GRICUA below the voltage level at the low side of a Distribution substation.
- 1.44. **PURCHASED POWER ADJUSTMENT:** A per kWh charge based on the average cost of wholesale electric power purchased by GRICUA
- 1.45. **RULES AND REGULATIONS:** These Rules and Regulations, which have been adopted by GRICUA. These Rules and Regulations have also been referred to by GRICUA as “Electric Service Guidelines.”
- 1.46. **SECURITY LIGHTING:** Lighting provided by GRICUA for the purpose of lighting a residential outdoor area.
- 1.47. **SECONDARY GENERAL SERVICE:** Electric service that requires transformation by GRICUA below the voltage level at the low side of a Distribution substation.
- 1.48. **SERVICE CHARGE:** A fixed monthly charge to recover costs relating to meter reading, billing and other administrative services provided by GRICUA.
- 1.49. **SERVICE EQUIPMENT:** The necessary electrical facilities, usually consisting of a circuit breaker or switch and fuses, conductors and accessories, constituting the main control and cutoff of the supply, and which are installed, owned and maintained by the Customer.
- 1.50. **SERVICE LATERAL:** A system of wires, fixtures and sometimes poles, or the equivalent ducts, conduits and cables used to conduct electricity from the Distribution transformer to the Point of Delivery.
- 1.51. **SMALL POWER PRODUCTION FACILITY:** A facility that: (a) produces Energy solely by the use of a primary energy source such as biomass, waste, renewable resources, geothermal resources, or any combination thereof; and, (b) has a Power production capacity, which together with any other facilities located at the same site, is not greater than 80 megawatts.
- 1.52. **STANDBY SERVICE:** Service supplied to a Customer who normally receives Power and Energy requirements from sources other than GRICUA.
- 1.53. **SUPPLY METER:** The time-of-use meter that measures the total Power and Energy supplied by GRICUA to the Load of a Customer with a Qualifying Facility.
- 1.54. **TRANSMISSION/TRANSMISSION SYSTEM:** The interconnected group of lines and associated equipment used by GRICUA 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.
- 1.55. **TRANSMISSION DELIVERY CHARGE:** A charge per kWh or per kW to recover costs related to the Transmission system.



- 1.56. UP AND DOWN COSTS: All labor, material and other charges to install and/or remove GRICUA's electrical facilities. The removal (down) costs will be reduced by the salvage value, if any, of any removed material.
- 1.71. VOLT-AMPERE: The apparent Power when one ampere flows between two points having a potential difference of one volt.

## 2. GENERAL PROVISIONS

### 2.1. Introduction

- 2.1.1. These Rules and Regulations define the terms and conditions of GRICUA's agreement with a Customer to supply electric and related services, and except as otherwise provided in a written agreement between GRICUA and the Customer, supersede any other policies or procedures.
- 2.1.2. Implementation and administration of these Rules and Regulations is supplemented by the appropriate Electric Rates and the Electric Service Specifications, all of which are available at GRICUA's main business office, 6640 W. Sundust Rd. Chandler, Arizona. Upon request, GRICUA will provide Customers with copies of the specifications relating to their service installations and a copy of the applicable Electric Rate. These Rules and Regulations and the Electric Rates are also available through the GRICUA Web Site at <http://www.gricua.net>
- 2.1.3. If an issue arises which is not, or is only partially addressed in these Rules and Regulations or other applicable documents, GRICUA reserves the right to then consider the issue and implement policy or practice pertinent to it.
- 2.1.4. The citation or referencing of any document or portion thereof in these Rules and Regulations also means any applicable successor document or portion thereof.
- 2.1.5. The descriptive headings of the various sections of these Rules and Regulations have been inserted for convenience of reference only and in no way define, modify or restrict any of the terms and provisions thereof.
- 2.1.6. When used herein, the terms "include" and "including" mean without limitation, unless otherwise indicated.
- 2.1.7. The waiver by GRICUA of any breach of any term, covenant, or condition herein contained will not be deemed a waiver of any breach of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained.
- 2.1.8. These Rules and Regulations shall be deemed approved by the Gila River Indian Community, and shall be construed and governed by the laws of the Gila River Indian Community. Venue for any legal proceeding arising out of or in



connection with these Rules and Regulations shall be exclusively in the Gila River Indian Community courts located in Sacaton, Arizona.

## **2.2. Changes to GRICUA'S Rules and Regulations and Standard Electric Rates**

- 2.2.1. GRICUA may change these Rules and Regulations, any Electric Rates, or any other price, charge, minimum, demand charge, rate or other pricing term at any time, unless expressly agreed otherwise by a written contract. GRICUA will give notice to all affected Customers at least five (5) days prior to the effective date of a change to its Electric Rates. Notice will be deemed given when deposited in the United States mail.
- 2.2.2. GRICUA's Board of Directors is authorized to make changes to these Rules and Regulations to conform with changes to the Electric Rates and other documents.
- 2.2.3. The Gila River Indian Community determines the prices in the Electric Rates by Resolution of the Gila River Indian Community Council. Electric rate Resolutions are discussed in open session.
- 2.2.4. Questions about Electric Rates or proposed rate changes should be directed to GRICUA management. Written questions may be submitted in any format, including electronic; however, all questions must be addressed to GRICUA- by mail, to GRICUA, 6640 W. Sundust Rd., Box 5091, Chandler, AZ 85226, or by fax to 520-796-0672, or by email to [gricua@gilanet.net](mailto:gricua@gilanet.net). GRICUA will acknowledge receipt of submitted written questions.

## **2.3. Consumer Protection**

- 2.3.1. Confidentiality: GRICUA will not release Customer information, account information and related proprietary information including, for example, the name, mailing address, service address, telephone number, account number and account usage to third parties for commercial or law enforcement purposes unless the Customer specifically waives the confidentiality of such information in writing or unless otherwise provided by court order.
- 2.3.2. Customer Complaints or Questions:  
If a Customer has a question or problem concerning electric services provided by GRICUA, the Customer may call GRICUA at 520-796-0600. The GRICUA representative contacted will make every effort to resolve the issue informally or, if necessary, will document it on behalf of the Customer and direct it to the appropriate GRICUA department for further review and response. If the Customer is dissatisfied with the resolution from the appropriate GRICUA department, the Customer may contact the General Manager for further review. The General Manager will make a final determination with regard to existing policy. If there is no existing policy or if the General Manager determines, in the General



Manager's sole discretion, that the request should proceed to the GRICUA Board of Directors, then the General Manager will submit the dispute to the GRICUA Board of Directors whose decision is final.

### **3. PROVISION OF SERVICE - APPLICATION FOR SERVICE**

#### **3.1. General**

- 3.1.1. Except where special contract provisions prevail, GRICUA provides service to a Customer under and in accordance with these Rules and Regulations. In applying for service, a Customer agrees to be bound by the terms and conditions of these Rules and Regulations, the Electric Rates, the Electric Service Specifications, Interconnection Guidelines for Generators, Guidelines for Customer Ownership of Substation Equipment, and the Agreement for Electric Service, if applicable.
- 3.1.2. Except for the initial service installation, GRICUA will assess a Customer a reconnect fee each time GRICUA is requested to re-establish Distribution service to that Customer if the customer is disconnected for non-payment. As necessary, GRICUA may change the reconnect fee from time-to-time to reasonably compensate GRICUA for associated costs. GRICUA may also access this fee for customers that request to be disconnected/reconnected more than twice per year.
- 3.1.3. In the case of a new service or a connection to an established service, a Customer, if requested by GRICUA, will give information as to the following:
  - a) Purpose for which service is to be used including a description of major appliances, motors and other electric use equipment.
  - b) Location (service address).
  - c) Address to which bills are to be mailed.
  - d) Whether the Customer is an owner, agent or a tenant of the premises.
  - e) Application to establish an active account will be accepted only from the Person accepting responsibility for billing payment, or an authorized agent thereof.
  - f) Date Customer will be ready for service.
  - g) Whether premises have been previously supplied with electrical service.
  - h) When requested, sufficient financial information about the Customer to enable GRICUA to evaluate a requested waiver of deposit, guarantee, Advance Toward Construction, extension of payment, or special Agreements for Electric Service.
  - i) Any other related information GRICUA deems necessary to provide service under the terms and conditions of these Rules and Regulations, Electric Rates and the Electric Service Specifications.
- 3.1.4. GRICUA will not provide service or install a meter until the Customer has satisfactorily complied with all of the following requirements:



- a) Unless otherwise provided herein, settlement of all outstanding indebtedness of the Customer due GRICUA, including deposits, guarantees and Advances Toward Construction.
  - b) Installation of service entrance and wiring in compliance with the Electric Service Specifications.
  - c) Conformance to applicable requirements of governmental agencies having jurisdiction, including electrical inspection certification.
  - d) Provision of adequate access to the premises for GRICUA to install, read, maintain and remove GRICUA's facilities.
  - e) The Customer's service characteristics and service requirements help determine the applicable Electric Rates. GRICUA can help determine the most advantageous Electric Rate for the Customer. However, because of varying Customer usage patterns, GRICUA cannot guarantee that the selected Electric Rate is the most economical. GRICUA will not make any refunds if the Customer would have paid less for service had the Customer been billed on an alternate Electric Rate or rider.
  - f) If GRICUA approves more than one Point of Delivery for a Building, in accordance with the provisions of Section 5.1.2 herein, a separate application will be made for each Point of Delivery.
  - g) GRICUA will provide service under these Rules and Regulations without regard to race, creed, color, sex, marital status or national origin.
- 3.1.5. An application for service may be made by contacting a GRICUA business office, by telephone or in person. For existing services, GRICUA can switch the service from one Customer to another Customer within 24 business hours. For new services that have never received electric service, please contact the GRICUA office.

## **3.2. Non-Residential**

- 3.2.1. GRICUA may require applicants for service in classifications other than residential to sign an Agreement for Electric Service which will state the particular Electric Rates under which the Customer will receive service and the terms thereof.
- 3.2.2. To be binding on GRICUA, all promises, agreements, or representations made by an employee or agent of GRICUA must be set forth in a written agreement, signed by a duly authorized employee or agent of GRICUA.
- 3.2.3. Unless otherwise required by law, service may be discontinued upon expiration of the term stated in the Agreement for Electric Service under which service is rendered. Should GRICUA, at its option, continue service beyond the term of the Agreement for Electric Service, such service will be under the terms and conditions provided in the current applicable Electric Rates. Continuance of service beyond the term of such Agreement for Electric Service will not constitute



a waiver of GRICUA's right to discontinue service for lack of an Agreement for Electric Service.

- 3.2.4. An application for service may be made by contacting a GRICUA business office, by telephone or in person.

### **3.3. Conditions of Service - General**

- 3.3.1. Each type of electric service may not be available at a given location. Before making any installation or purchasing equipment, the Customer should inquire from GRICUA as to the exact character of service which will be available at the Customer's service location. For very large installations or special applications, GRICUA may supply service under terms and conditions other than those generally available.
- 3.3.2. For all Cogeneration or Small Power Production Facilities, the Customer must allow metering and monitoring equipment at the site of the generator in order to verify the reliability and quality of the electric Power connected to GRICUA's electrical system. The type of metering and units to be metered shall be at GRICUA's option and GRICUA may require the metering to be installed at the Customer's expense. Meters and the location of metering will conform to the specifications, terms, and conditions outlined in Section 5.6 herein.
- 3.3.3. GRICUA may require that any Load for which the use of electricity is intermittent or that causes excessive fluctuations or distortions of GRICUA's 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 Institute of Electrical and Electronic Engineers (IEEE) Standard 519, latest 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 GRICUA's side of the service transformer:	<60 times per hour	>60 times per hour, but <60 times per minute	>60 times per minute, *
Impact on 60 Hz voltage (% RMS) 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.

- 3.3.4. Frequency, Voltage and Phase: Service supplied will be alternating current at a regulated frequency of approximately 60 hertz. Single-phase and three-phase services with accompanying voltages are set forth in the Electric Service Specifications.
- 3.3.5. Motor Loads, Alternating Current: Motor Loads are subject to limitations set forth in the Electric Service Specifications.

### 3.4. Standard Electric Rates

- 3.4.1. Standard Electric Rates are published by GRICUA. These rates are updated periodically. Copies of the Standard Electric Rates are available at GRICUA's Office or on GRICUA's website: [www.gricua.net](http://www.gricua.net)
- 3.4.2. Customers should consult the published Standard Electric Rates to determine applicability.
- 3.4.3. In addition to specific Electric Rates, certain riders may be available to Customers. Customers should consult the published Electric Rates and the associated riders to determine applicability.
- 3.4.4. GRICUA may charge a Facilities Charge to non-Residential Customers who use GRICUA facilities for the transformation and distribution of electricity below the 69 kV level. The Facilities Charge is determined under the Facilities Rider.
  - a) Customers served under the Facilities Rider must sign a Facilities Rider Agreement. This agreement will include a monthly Facilities Charge and terms related to the GRICUA-approved substation configuration, Dedicated Facilities, or other Facilities from which the Customer will receive service. Installation of new Dedicated Facilities is subject to the terms and conditions of a separately negotiated construction contract. The Customer may be responsible for (i) replacement and installation of Dedicated Facilities or other Facilities through an



- Advance Toward Construction (ATC); or, (ii) a change in their Facilities Charge, or both (i) and (ii).
- b) GRICUA may charge the Customer to recover costs incurred by GRICUA to remove Dedicated or other Facilities.
  - c) To the extent not recovered by GRICUA's Electric Rates, Customers who purchase or build their own substation facilities will pay a monthly Facilities Charge to recover the cost of serving that Customer from GRICUA's Transmission or sub-Transmission System.
- 3.4.5. GRICUA requires a written agreement with an initial term of twenty (20) years for lighting installations.
- 3.4.6. Purchased Power Adjustment: GRICUA may increase or decrease the price of Purchased Power Adjustment in the Electric Rates based on changes in the average cost of purchased power.

## **4. MONETARY PROVISIONS - GUARANTEES, DEPOSITS AND ADVANCES**

### **4.1. *Form of Security***

- 4.1.1. Generally, GRICUA will require a cash deposit or other form of security (such as a Letter of Credit, Surety Bond, or Joint Certificate of Deposit) acceptable to GRICUA to secure payment of an account or accounts for electricity and related services provided by GRICUA to a Customer whenever, in GRICUA's sole determination, there is significant risk of non-payment of indebtedness. In its determination, GRICUA may consider the financial condition of the Customer, the Customer's payment history with GRICUA, the Customer's payment history with other creditors, and the level of services provided by GRICUA, among other factors.

### **4.2. *Deposit Determination***

- 4.2.1. Deposits shall be calculated as follows:
- a) The deposit amount shall be two times the highest monthly bill during the previous 12-month history at that location
  - b) If there is no history or less than 12 months of history at that location, then the deposit amount shall be equal to two months of bills as estimated by GRICUA.
  - c) GRICUA may waive the deposit if the customer can supply a letter of good credit from APS, SRP, SCIP, an Electrical District, or Gila River Public Works see 'Waiver of Deposit' below.
- 4.2.2. GRICUA reserves the right to assess new or additional deposits and reinstate a deposit requirement on an existing customer if the GRICUA payment history, financial condition, or credit worthiness, as determined by GRICUA, warrants



such action. GRICUA may assess new or additional deposits or reinstate a deposit on any account where the bill has not been paid by the due date on at least three occasions in the last 12 months, the customer has incurred two returned checks in the last 12 months, or the account has been disconnected for non-payment.

#### **4.3. Refunds of Deposits**

- 4.3.1. GRICUA will return cash deposits to the Customer when service is discontinued after first applying the deposit and accrued interest to any amounts owed to GRICUA.
- 4.3.2. GRICUA will refund cash deposits on accounts after the Customer has established a credit history satisfactory to GRICUA. Refunds will be made by check, by application to the account, or by other appropriate mechanism as determined by GRICUA. Funds will remain with GRICUA for a minimum of two years, and will be returned at the beginning of the calendar year following a continuous twenty-four months, if the customer has a satisfactory payment history as defined above. Letters of Credit will also be released in the same time frame subject to the same conditions.
- 4.3.3. If cash funds are deposited with GRICUA, they shall receive interest once per year on January 1, provided that the funds have been held for at least 180 consecutive days. Interest rates will be set by GRICUA's Board of Directors as specified in Section 7 below.

#### **4.4. Waiver of Deposit**

- 4.4.1. GRICUA, at its discretion, may waive or reduce a security deposit when, for example:
  - a) The risk of loss is insignificant, or
  - b) The maximum credit exposure under GRICUA's standard payment terms is nominal.
- 4.4.2. GRICUA may waive the deposit if the customer can supply a letter of good credit from APS, SRP, SCIP, an Electrical District, or Gila River Public Works that indicates that there were no more than two late payments in the last 12 months, and that the customer has not had more than one returned checks in the last 12 months, and that their account has not been disconnected for non-payment in the last 12 months. Additionally, the General Manager may waive the deposit if special circumstances exist.
- 4.4.3. GRICUA may revoke the waiver and require a deposit and/or additional deposit or reinstate the deposit requirements based upon the Customer's creditworthiness, as determined by GRICUA, e.g., when the Customer's billings exceed limits determined by GRICUA, or when any other situation could adversely impact GRICUA.



## **4.5. Advances Toward Construction**

### **4.5.1. General:**

- a) GRICUA does not pay interest on Advances Toward Construction.
- b) If GRICUA must add to or enlarge its facilities due to the increased Load of an existing Customer or the projected Load of a new Customer, GRICUA may require the Customer to pay an Advance Toward Construction.
- c) GRICUA may require a Customer who requests relocation, modification or other alteration of GRICUA's facilities to make an Advance Toward Construction to the extent that the facility changes are for the benefit of the Customer.
- d) GRICUA may require an Advance Toward Construction for any design and construction performed at the Customer's request and which is not specifically covered by the Rules and Regulations. Work will begin only after GRICUA determines the proper Advance Toward Construction and any necessary additional terms and conditions.
- e) GRICUA will require a Customer who requests temporary service facilities to make an Advance Toward Construction in the amount of the estimated Up and Down Costs prior to GRICUA doing any work.
- f) GRICUA may require an Advance Toward Construction for the facilities required to serve any Load which, based on GRICUA's estimate, will not provide GRICUA an adequate return on investment.
- g) For Distribution systems in master planned areas and commercial/industrial subdivisions, GRICUA may require an Advance Toward Construction. For Service Laterals, GRICUA requires the Customer or developer to provide all trenching, backfill, boring and conduit when facilities are requested or required to be placed underground, or make an Advance Toward Construction for the cost of such work.
- h) GRICUA may require an Advance Toward Construction for any facilities that will be installed within the Customer's property to provide service to the Customer.

### **4.5.2. Line Extensions:**

- a) Any distribution Line Extension or reconstruction of existing facilities will be individually evaluated. Such Line Extension or reconstruction may require an Advance Toward Construction.
- b) For underground cable Extensions, GRICUA may require a Customer to provide, or pay an Advance Toward Construction to GRICUA for the cost of all trenching, backfill, boring and conduit.
- c) See Section 5 herein for additional information about line extensions.

### **4.5.3. Design Fees:**

- a) For new construction or modification to existing services, GRICUA may assess Design Fees for the engineering or other planning work required. Design Fees



will be calculated on a “per amp” basis based on the panel or Service Entrance Section (SES) per the amounts listed in Section 7.2. Design Fees under this paragraph are non-refundable.

- b) For new construction or modifications to existing facilities that are not associated with new or modified services, GRICUA may assess Design Fees based on GRICUA’s estimate of the cost to provide the design work. Design Fees under this paragraph are refundable based on the amount of the Design Fee spent only if the project is less than 50% designed and no GRICUA construction activities have taken place.
- c) Re-Design Fees: Once a design is provided to the customer and the customer accepts the design and pays the Advance Toward Construction, any redesign requested by the customer will be paid for by the customer based on an estimate of re-design costs prior to the re-design.

#### **4.6. Refunds of Advances Toward Construction**

- 4.6.1. GRICUA will refund any Advance Toward Construction designated as refundable, according to the terms of the Agreement for Electric Service.
- 4.6.2. To be eligible for refund, the Customer must make a refund request and present satisfactory supporting documentation within the time frame provided in the Advance Toward Construction agreement. GRICUA will make a reasonable effort to pay refunds due within 90 days of a timely request by the Customer.
- 4.6.3. GRICUA will not make cash refunds of Advances Toward Construction unless the Customer’s bills have been paid in full. GRICUA may apply such refunds to any amounts owed to GRICUA by the Customer.
- 4.6.4. If a new service which utilizes facilities installed and paid for under an existing Customer’s Agreement for Electric Service is installed within 12 months of the existing Customer’s Agreement for Electric Service, a portion of the material and installation fee may be refundable to the existing based on the amount of facilities utilized by the new customer. Refunds will only be made to the original service Applicant and only if the electric service account installed under that Agreement has remained in the name of the Applicant that signed the Agreement for Electric Service.

#### **4.7. Billing and Payment - Meter Readings**

- 4.7.1. GRICUA will read meters or calculate meter readings at regular intervals, normally 30 calendar days. If, for any reason, the meter reading interval exceeds or falls short of the regular interval by 5 calendar days or more, GRICUA may prorate the charges in the applicable Electric Rate. At its sole discretion, GRICUA may change the frequency of meter reading.



- 4.7.2. For Customers starting or ending electric service under any Electric Rate, GRICUA may prorate the monthly charges based on the number of days that service was provided during that month.
- 4.7.3. GRICUA may compute bills under any Electric Rate based on a reasonable usage estimate made by GRICUA if any of the following conditions apply:
  - a) The meter fails to register accurately;
  - b) The meter reader is unable to obtain a meter reading because of locked gates, safety concerns, inclement weather, or other deterrent;
  - c) Service is temporarily supplied without a meter;
  - d) A contrivance (See Section 4.13 Fraud) has been used to circumvent the accurate registration of metering devices; or
  - e) The meter reading schedule has been officially changed so that readings are taken at other than monthly intervals and estimation is necessary to compute the monthly bill.
- 4.7.4. Any failure of GRICUA to render a complete monthly bill shall not be a waiver of GRICUA's right to payment for services supplied by GRICUA.
- 4.7.5. Meters will be considered accurate for billing purposes when their registered usage is maintained within 3%, plus or minus, of 100% accuracy. The range will not exceed this variation except when such allowable range is otherwise specifically delineated by special contractual provisions.
  - a) When a meter test confirms the registered usage variation to be in excess of the allowable variation, GRICUA will adjust the billing, either debit or credit, retroactively for a time period reasonably estimated by GRICUA to be the period of the metering error.
  - b) GRICUA will test the meter at the Customer's request. When a requested meter test confirms that registered usage is within the registration accuracy standards, and the meter was tested or replaced within the previous 12 months, GRICUA may assess the Customer a service fee.
- 4.7.6. When the Customer's service entrance is energized for the Customer's convenience, but unmetered, the Customer will pay GRICUA a daily charge determined by GRICUA.

#### **4.8. Billing and Terms**

- 4.8.1. GRICUA will send the Customer a bill for electric services provided by GRICUA and other GRICUA charges. Except as provided in the Payment Dispute Section of these Rules & Regulation, or agreed in writing by GRICUA, the Customer must pay the bill before it becomes delinquent. At GRICUA's option, any Person, other than the Customer-of record, who benefited from electric services provided by GRICUA, may be held responsible for payment.



- a) If one or more of the applicable charges of the Electric Rates change during a Billing Period, GRICUA may prorate the charges accordingly.
  - b) Unless otherwise provided in these Rules and Regulations, a charge may be imposed for connection or reconnection of service. A service fee may also be charged for other GRICUA actions related to a Customer's account.
  - c) GRICUA increases or decreases bills in proportion to any taxes, fees, or charges (excluding federal or state income taxes) levied or imposed by any governmental authority and payable by GRICUA for any services, Power, or Energy provided by GRICUA.
- 4.8.2. Bills will be delinquent unless payment is received by the due date listed on the bill. GRICUA may charge interest on all delinquent amounts owed to GRICUA at a rate not to exceed the maximum legal interest rate, and may assess a late payment fee on delinquent amounts.
- 4.8.3. At the option of GRICUA, kW Demand for billing purposes will be determined on a connected Kilovolt-Ampere load basis for spot welder and arc welding machines, X-ray apparatus, or any other intermittent or fluctuating Loads. A Customer should consult GRICUA before installation of any such equipment.
- 4.8.4. When a Person causes GRICUA to incur unusual administrative, labor, material, or other costs, GRICUA may assess a fee to recover such costs.
- 4.8.5. GRICUA may disconnect any account for non-payment. See Sections 4.11 and 4.12 herein for more information.
- 4.8.6. GRICUA will accept cash, credit card, or check for payment of amounts owed. Customers whose checks that are returned by the bank to GRICUA for insufficient funds or other reasons will be assessed a Returned Check Fee per Section 7 herein. Customers whose checks have been returned are still responsible for making payments on their account and will be responsible for all penalties and fees.

#### **4.9. Payments**

- 4.9.1. If a payment (i.e., check) is returned to GRICUA by customer's financial institution, GRICUA will require immediate payment. The payment must be made with cash, cashier's check, VISA Card, MasterCard or money order at GRICUA's business office the same day you are notified. Customer will be charged a fee for processing the returned payment item.
- 4.9.2. If the customer has been notified of a pending disconnection, or has been disconnected, and the customer's payment to GRICUA (to maintain continuity of service, or to reinstate service following disconnection) is returned by the customer's financial institution, the customer's service will be disconnected without further notice.



- 4.9.3. If the customer has two or more returned payments in a 12-month period, GRICUA will designate the customer as "cash only." Payment will then need to be made with cash, cashier's check, or money order for the next 12 months.

#### **4.10. Residential Bill Payments by Third Parties**

- 4.10.1. GRICUA will accept payment from the District or Community. It is the Customer's responsibility to inform GRICUA that the payment will be made by the third party.

#### **4.11. Partial Payments**

- 4.11.1. GRICUA will accept partial bill payments from the customer, District, or Community. In order to keep the account from being disconnected, the amount paid must be 50% or more and the amount outstanding less than \$100 by the date the disconnect is scheduled.
- 4.11.2. For customers accruing a balance due as a result of multiple partial payments, the account must have a zero balance at least once per year and the accrued balance shall not be above \$100. Disconnect notices may be given for customers violating this section.

#### **4.12. Payment Disputes**

- 4.12.1. The Customer should notify GRICUA of discrepancies in GRICUA's billing for services provided. GRICUA will not consider the amount in dispute for collection action until GRICUA has verified that the bill was correct, provided the Customer notifies GRICUA of the claim before the amount becomes delinquent and pays all other amounts billed by GRICUA.
- 4.12.2. A residential Customer dissatisfied with GRICUA's determination may appeal the decision to GRICUA's General Manager for another review and final determination.

#### **4.13. Collection of Terminated Accounts**

- 4.13.1. A Customer whose account has been terminated will be issued a final bill, which must be paid in full upon presentation. If a final bill becomes delinquent, GRICUA may use any legal means available to collect the amount due. The Customer will reimburse GRICUA for all costs and expenses incurred by GRICUA to collect the amount due.
- 4.13.2. If GRICUA disconnects an account for non-payment and the Customer does not pay the account in full, GRICUA may pursue any legal means available to collect the amount due. The Customer shall reimburse GRICUA for all costs and expenses incurred by GRICUA, including, but not limited to, legal expenses, to collect the amount due.



#### **4.14. Discontinuance and Reconnections**

- 4.14.1. Failure of GRICUA at any time to suspend the delivery of service, to terminate an Agreement for Electric Service, or to seek any other legal remedy upon default or breach by the Customer will not affect GRICUA's right to seek any such remedies for the same or any future default or breach by the Customer. If a Customer fails to perform as required by these Rules and Regulations, the Electric Rates, the Electric Service Specifications or the Customer's Agreement for Electric Service, if any, GRICUA may disconnect service. GRICUA also may disconnect service to the Customer when necessary to comply with any law or regulation applicable to GRICUA or Customer, or by order of a governmental entity having jurisdiction.
- 4.14.2. Fourteen calendar days prior to disconnecting service for a delinquent GRICUA billing, GRICUA will mail (to the mailing address on record) or personally deliver to the Customer a written notice stating the delinquent amount and that GRICUA intends to disconnect service unless the delinquent amount is promptly paid. This notification requirement does not apply to delinquent extensions for payment of prior billings when a 14-day notice was previously given, or to delinquent extensions for payment of deposits or other up-front charges which were billed as a courtesy to the Customer, or to insufficient funds regarding the Customer's payment.
- 4.14.3. Once GRICUA disconnects service, GRICUA will not reconnect service until the Customer (a) applies for service; (b) pays all amounts the Customer owes GRICUA, including but not limited to a charge for the cost of disconnecting and reconnecting service; and, (c) corrects the condition that resulted in the disconnection. GRICUA may require an additional security deposit based on its evaluation of the Customer's creditworthiness.

#### **4.15. Fraud**

- 4.15.1. A Customer may not connect a wire or contrivance to any apparatus used by GRICUA to supply electricity to a Customer, nor can the Customer provide power to any device by induction from GRICUA's lines, in such manner that the Customer takes electricity which is not properly metered. No meter or other instrument installed for measuring the quantity of electricity consumed may be wrongfully obstructed, altered, injured or prevented from functioning.
- 4.15.2. When a meter seal has been broken by someone other than GRICUA's personnel, GRICUA may assess a reconnection fee to the Customer's billing. Bills for unauthorized use of electricity may include the full cost or expense incurred by GRICUA to investigate and confirm diversion of electricity. GRICUA also reserves the right to impose additional charges, as it deems appropriate, when a provision of this Section (4.15 Fraud) has been violated. Bills for all such charges



are due and payable immediately upon presentation unless otherwise agreed to by GRICUA. See the fee schedule in Section 7.2.

- 4.15.3. If GRICUA has evidence that any of the conditions listed above exist, GRICUA may, at any time, without notice, discontinue the supply of electricity to the Customer and remove the meter or meters, apparatus and wires, and any evidence of the condition.
- 4.15.4. GRICUA will charge the Customer for periods of unmetered service, estimated using data from available records and information. In the event of damage to meters or service equipment, the current Customer of record shall pay GRICUA based on estimated Energy usage not previously billed as well as any GRICUA costs associated with restoring proper metering or service.
- 4.15.5. If GRICUA disconnects service to the Customer because of a violation of these Rules and Regulations, GRICUA will not restore service to the Customer until all amounts due GRICUA have been paid. GRICUA will include the full cost or expense incurred by GRICUA in charging the customer for the removal and reinstallation of the meter or meters, apparatus and Service Lateral. The Customer's service entrance must comply with GRICUA's then current Electric Service Specifications before it can be re-energized.
- 4.15.6. GRICUA reserves the right to prosecute the Customer in Court for fraud.

#### **4.16. Other Reasons for Discontinuance**

- 4.16.1. GRICUA may terminate its Agreement for Electric Service and suspend the delivery of service for any other default or breach of the agreement by the Customer, but GRICUA will not terminate or suspend service without first giving written notice to the Customer, stating in what particular way the agreement has been violated. Such notice need not be given in the event of a short circuit on the Customer's side of the Point of Delivery, nor in the event that utilization of the service by the Customer is a safety hazard or may cause damage to Persons or property.
- 4.16.2. Upon prior written notice, GRICUA may terminate or suspend the delivery of service if (a) the Customer refuses to grant or is unable to procure rights-of-way necessary for GRICUA's facilities according to Section 5.1.5 herein; or, (b) GRICUA is not permitted proper access to GRICUA Lines or equipment necessary to provide service to the Customer or to read the meters on the Customer's premise.



#### **4.17. Resale of Energy Purchased from GRICUA under Standard Electric Rates**

- 4.17.1. Without written notice to and assent from GRICUA, a Customer may not resell, redistribute, or re-deliver electric Power and Energy supplied by GRICUA except as stated in this Section.
- 4.17.2. Written notice is not required if the owner or legal tenant of the premises being served elects to accept delivery of Power and Energy to all facilities through one Point of Delivery, which is measured through one meter for distribution only to lessees and the owner or tenant owns all wiring on the Customer side of the meter.
- 4.17.3. The owner or legal tenant, who elects to accept delivery of Power and Energy to all facilities through one Point of Delivery, which is measured through one meter for distribution to lessees, will be responsible for the expense, installation and maintenance of sub-meters or other devices installed in the Customer's distribution system to determine the lessees' electrical usage.
- 4.17.4. Revenues collected by the owner or legal tenant from a lessee for lessee's electrical usage must be in accordance with the rules and regulations established by the authorized governmental agencies having jurisdiction thereof and such revenues may be subject to the Gila River Indian Community Business Licenses and Taxation Ordinance (Title 13 §312).
- 4.17.5. If a Customer violates any provision of this Section (4.15. Resale of Energy Purchased from GRICUA under Standard Electrical Rates), GRICUA may disconnect the supply of electric Power and Energy, may refuse to supply electricity and will have the right to use any other available legal remedy to enforce compliance with such provision of this Section.

## **5. CONSTRUCTION**

### **5.1. General**

- 5.1.1. Lines, equipment, and electric connections necessary to supply service to the Customer will be provided by GRICUA in accordance with accepted utility engineering practice and subject to the applicable conditions and provisions of these Rules and Regulations. All connections to GRICUA's Lines will be made by GRICUA unless otherwise agreed to in writing by GRICUA.
- 5.1.2. Only one Service Lateral per Building will be constructed and service will be supplied only under a single set of conditions, such as voltage and number of phases, except that, where two or more Classes of Use are required or if, in GRICUA's opinion, the Building is exceptionally large or has extraordinary electric capacity requirements, GRICUA may approve more than one Point of Delivery to the Building. Separate applications for service must be made for each delivery and each must be metered separately.



- 5.1.3. GRICUA reserves the right, at any time, to designate the location of its Lines on a Customer's premises and the location of the Point of Delivery and/or Customer's Service Equipment. Customer's Service Equipment must be installed in accordance with GRICUA's Electric Service Specifications and must meet all applicable codes.
- 5.1.4. If GRICUA is not given adequate assurance of a satisfactory return on investment to extend its facilities, GRICUA will extend those facilities only after satisfactory arrangements have been made with the Customer to reimburse GRICUA for the cost of the required installation and the cost of operation thereof.
- 5.1.5. Upon GRICUA's request, the Customer must provide GRICUA rights-of-way satisfactory to GRICUA for Lines and other equipment necessary or incidental to the provision of service by GRICUA. The Customer shall be deemed to have granted an easement to GRICUA for all Service Laterals located upon the premises of the Customer. Upon GRICUA's request, the Customer must allow installation and maintenance of equipment of other utilities on GRICUA's rights-of-way located upon property owned or controlled by the Customer. GRICUA is not obligated to commence construction of an Extension of its electric system for service to the Customer until fully executed right-of-way agreements granting permanent easements or rights-of-way satisfactory to GRICUA have been obtained for each premise upon which the line shall be installed. If GRICUA agrees, GRICUA may attempt to obtain such easements or rights-of-way and Customer shall reimburse GRICUA for all costs GRICUA incurs. GRICUA does not guarantee that such rights-of-way can be obtained.
- 5.1.6. If the Customer requests relocation or removal of GRICUA's facilities upon or from the premises of the Customer, such relocation or removal will be made at the expense of the Customer provided all rights-of-ways have been obtained.
- 5.1.7. If electrical service to a location is terminated, GRICUA may, in its sole discretion, either remove its Service Lateral or leave all or any portion of such Service Lateral in place. If any portion of the Service Lateral is not removed by GRICUA and any authorized person, including the owner or lessee of the premises, requests relocation or removal of such Service Lateral, the relocation or removal will be made at the expense of the owner or requesting person.
- 5.1.8. GRICUA will provide line extensions and service laterals subject to these Rules and Regulations, for Residential and non-residential services. All Line Extensions shall be made using overhead construction. The line to be installed will be measured along the shortest practical distance, as determined by GRICUA. Any line to be installed in excess of this length for the convenience of the Customer shall be paid for by the Customer as an Advance Toward Construction. Line Extensions that require special construction efforts, underground lines, special maintenance efforts, or that increase the cost of such extensions may require an Advance Toward Construction.



- 5.1.9. Any overhead or underground Extension not specifically addressed by these Rules and Regulations will be constructed only after special study by GRICUA to determine the non-refundable Advance Toward Construction and/or additional terms and conditions.

## **5.2. Construction - Line Extensions**

- 5.2.1. GRICUA will extend its Lines to serve a Customer where such Lines are contiguous to the existing electrical utility system; i.e., an extension must be a branch from, a continuation of, or an addition to, an existing GRICUA Line or a line that GRICUA has authorization from the owning utility to make interconnection.
- 5.2.2. GRICUA may construct Line extensions with greater Capacity than that required by the Customer's electrical Load. The Customer will not be required to bear the cost of such additional Capacity unless the excess is specifically requested or needed to supply anticipated Load growth of the Customer.
- 5.2.3. Customers that connect to a Line that was extended by another customer and GRICUA increased the capacity of that line in preparation for the new customer are required to pay their portion of the line capacity upgrade when they are ready for electric service.
- 5.2.4. Distribution Line extensions must be agreed to in an Agreement for Electric Service by the Customer(s) and GRICUA. Such agreements may require for a payment of an Advance Toward Construction as set forth in Section 4.5. The Advance Toward Construction shall be the cost for construction (and removal if service is temporary) unless otherwise determined in these Rules & Regulations.
- 5.2.5. When a Customer requests electric service that requires a three-phase Line Extension, GRICUA will extend any three-phase feeder Line required to serve the Extension if (a) in the opinion of GRICUA, the feeder Line will promote the overall efficiency and reliability of its electric system; (b) the feeder Line is a continuance of GRICUA's existing three-phase Distribution system; (c) the remaining capacity of the existing feeder is greater than the sum of the Loads of the Customers for whom the Extension and any adjacent Extension is being constructed; and (d) the Customers executes of an Agreement for Electric Service and agrees to pay an Advance Toward Construction as set forth in Section 4.5
- 5.2.6. All line extensions are subject to the conditions of Section 4.5 Advance Toward Construction.

## **5.3. Non Residential Service**

- 5.3.1. At Customer's expense, GRICUA will provide and install an overhead Service Lateral of up to 100 feet in length from an existing overhead transformer or secondary line, provided:



- a) the point of attachment is within the distance limits established by GRICUA's construction and electrical standards,
  - b) that adequate clearance can be maintained from any obstructions or hazards, and
  - c) that the existing transformer or secondary has adequate capacity to serve the load.
- 5.3.2. If extra facilities are necessary because of excessive distance, voltage drop, or obstructions, an Advance Toward Construction may be required as set forth in Section 4.5.
- 5.3.3. Where only underground Lines are available or permissible, overhead Service Laterals will not be constructed to serve Customers.
- 5.3.4. For service laterals, if underground service is requested and overhead service could be provided, the customer shall pay the differential cost between the overhead service lateral and the underground service lateral subject to the distance limitations established by GRICUA as well as any other charges for the service as set forth in Section 4.5.
- 5.3.5. For primary extensions and transformer installations, an Advance Toward Construction will be required.

#### **5.4. Residential Service Laterals (non-Subdivision)**

- 5.4.1. At GRICUA's expense, GRICUA will provide and install overhead service of up to 500 feet in length from an existing overhead line, provided:
- a) the home is being built by the homeowner and not the Community or District
  - b) the service is for a single home and not in a residential subdivision,
  - c) that the existing facilities have adequate capacity to serve the load,
  - d) that right of way can be obtained per §5.1.5
  - e) where only underground Lines are available, overhead Service Laterals will not be constructed to serve Customers.
  - f) that adequate clearance can be maintained from any obstructions or hazards, and
  - g) if extra facilities are necessary because of excessive distance, voltage drop, or obstructions, an Advance Toward Construction may be required as set forth in Section 4.5. At GRICUA's expense, GRICUA will provide and install underground service of up to 500 feet in length from an existing overhead or underground line, provided the home is being built by the homeowner and not the Community or District



- h) the service is for a single home and not in a residential subdivision,
  - i) that the existing facilities have adequate capacity to serve the load,
  - j) that the customer opens the trench and provides and installs all conduits, pull boxes, and pads as required by GRICUA
  - k) that right of way can be obtained per §5.1.5
  - l) that adequate clearance can be maintained from any obstructions or hazards, and
  - m) if extra facilities are necessary because of excessive distance, voltage drop, or obstructions, an Advance Toward Construction may be required as set forth in Section 4.5.
- 5.4.2. For any residential service requiring more than 500 feet of service, the customer shall pay for the additional facilities.
- 5.4.3. Design Fees for services under this Residential Service Laterals section will be included for services under 500 feet in length from an existing overhead line. Services greater than 500 feet will be assessed the entire standard Design Fee.

### **5.5. Community or District built housing and Residential Service Laterals (Subdivision)**

- 5.5.1. Homes built by the Community or District will be served per §5.2 Construction - Line Extensions
- 5.5.2. Residential subdivisions are defined as land subdivided for three or more homes. Such residential subdivisions will be served per §5.2 Construction - Line Extensions

### **5.6. Other Construction Standards**

- 5.6.1. Building and Service Entrance:
  - a) Customers will provide all wiring within Buildings on their premises and between the Buildings and the service entrance. The location of the service entrance must be approved in advance by GRICUA.
  - b) The Customer must install, operate and maintain electrical installations to be safe and adequate at all times. The GRICUA Electric Service Specification manual may be used as a guide. Sections of these specifications relevant to the Customer's installation will be furnished upon request. The manual adheres to the "National Electric Code" and the "Electric Utilities Service Equipment Requirements" and is generally compatible with local codes. The Electric Service Specifications are subject to such additions and revisions required to remain current with code changes and GRICUA policy.
  - c) GRICUA is not obligated to inspect the Customer's wiring or electrical installation. GRICUA may refuse or discontinue service to a Customer if, in GRICUA's opinion, any portion of the Customer's installation is unsafe or creates a safety hazard.



#### 5.6.2. High-Rise Buildings:

- a) The Customer will provide and own all the distribution facilities within a High-Rise Building, except when agreed in writing by GRICUA.
- b) When GRICUA provides and owns the distribution facilities within a High-Rise-Building, the Customer or Building owner must provide rights-of-way, within the High-Rise Building that are satisfactory to GRICUA. In all cases, the raceways dedicated for use of GRICUA's facilities will be separated from all other raceways, shafts, etc., within the Building.

### **5.7. Meters and Equipment**

- 5.7.1. GRICUA will furnish and install the meter or meters to measure the electricity used by the Customer. The GRICUA meter or meters may be installed on the Customer's side of the Point of Delivery and will remain the property of GRICUA. The Customer must furnish sufficient space and proper devices for the installation of meters. The meter location must be approved by GRICUA and must offer adequate protection of metering equipment. The location must also provide sufficient space and reasonable access for service and meter reading functions. Any Customer contemplating a change in installation or location of meters or equipment must file the proper application for such change with GRICUA. After an application has been filed, GRICUA may grant to the Customer or Customer's agent permission to access the service entrance meter area.
- 5.7.2. The Customer must protect all property of GRICUA, including but not limited to Lines, meters, structures, and other equipment located on the Customer's premises, from theft, damage or interference.
  - a) The Customer shall be responsible for loss of or damage to GRICUA property located on the Customer's premise arising from the Customer's neglect, carelessness or misuse and shall reimburse GRICUA for the cost of necessary repairs or replacements.
  - b) The Customer must notify GRICUA of any failure of GRICUA equipment.
- 5.7.3. GRICUA will install one meter or set of measuring devices for each Service Lateral, except where individual metering is necessary to bill multiple Customers or different Classes of Use.
- 5.7.4. A Customer desiring the advantages of having the total electrical usage at a given premise or enterprise billed as a unit must bring wiring to a central point so that the entire Load for a given type of service may be supplied through a single Service Lateral and one meter.
- 5.7.5. When two or more Classes of Use exist within a Building, a separate application must be made for each Class of Use. GRICUA may require that each Class of Use



be metered separately. Different Classes of Use may be supplied through a separate Service Lateral at the sole discretion of GRICUA.

- 5.7.6. When two or more meters are to be installed on the same Building to service different Customers, they must be grouped at a common point. The meter loops for each Customer must be clearly designated. Arrangements of meter loops and meter boards must be made by the Customer or owner of the Building at a location or locations to be designated by GRICUA, and must be installed in accordance with the Electric Service Specifications or as required by authorized governmental agencies having jurisdiction.
- 5.7.7. When electric meters are to be installed on a switchboard, the Customer is responsible for all drilling necessary for GRICUA to mount and connect its meters before installation of the meters. A template for such drilling can be obtained from GRICUA.
- 5.7.8. Metering transformers, if required, will be furnished and installed by GRICUA. An Advance Toward Construction may be required for them.
- 5.7.9. Except as may be provided in the Customer's Agreement for Electric Service, any device or equipment installed by GRICUA on the Customer's premises will be owned and maintained solely by GRICUA regardless of any Advance Toward Construction or deposit which may have been provided.
- 5.7.10. If a Customer, such as the operator of a mobile home park, desires that the master meter being used to bill the Customer be replaced with multiple meters billed individually to individual tenants, the Customer shall contact GRICUA regarding the matter. GRICUA will then inspect the Customer's premises and determine the physical changes required to convert from master metering to individual metering. The Customer may be required to pay an Advance Toward Construction for any new or upgraded facilities GRICUA determines are necessary. The Customer will also be responsible for removal of all Customer-owned electrical facilities no longer required to provide electric service.

## **5.8. Point of Delivery**

- 5.8.1. In all cases, GRICUA will determine the Point of Delivery.
- 5.8.2. In no case shall a meter for a single residence be installed inside the building, or on the rear of the building, or enclosed by fencing.
- 5.8.3. The Customer is responsible for construction, operation and maintenance of the Customer's facilities. GRICUA is responsible for construction, maintenance and operation of GRICUA's facilities. GRICUA will at all reasonable times, as a condition of service and in accordance with these Rules and Regulations, have the right of access to GRICUA's facilities, including termination connections.



## **5.9. Voltage**

- 5.9.1. GRICUA will furnish and install the necessary transformation equipment to furnish the Customer with service at one of the nominal voltages specified in the applicable GRICUA Electric Rate. GRICUA reserves the right to install the transformer and related facilities in a manner which promotes the overall efficiency and reliability of GRICUA's electrical system and which provides service consistent with recognized utility practices to the Customer's Point of Delivery in accordance with these Rules and Regulations.
- 5.9.2. GRICUA will provide service to Large Industrial and Commercial Customers from GRICUA's facilities built based on GRICUA standards applicable to the type and character of service to be furnished.
- 5.9.3. Voltage Drop: GRICUA will provide voltage to the customer's service entrance at +/- 5% of nominal voltage specified on the applicable Electric Rate.

## **6. LIABILITY AND RESPONSIBILITY - CUSTOMER'S EQUIPMENT**

### **6.1. General**

- 6.1.1. GRICUA may refuse or disconnect service when the Customer's wiring or equipment is so designed or operated as to disturb service to other Customers or constitutes a physical or electrical hazard, as determined by GRICUA.
- 6.1.2. All motors connected to GRICUA Lines must be of a type that will not require starting current deemed unreasonable by GRICUA, or will be equipped with protective devices to restrict the starting current to limits acceptable to GRICUA. GRICUA may require that motor loads of less than 5 horsepower be single phase.

### **6.2. Generation on Customer's Premises**

- 6.2.1. Energizing equipment connected to the GRICUA electric system could act as a source of electrical backfeed onto GRICUA's electrical system, causing injury or death to electrical utility personnel working on the overhead or underground power lines in the vicinity. Therefore, no electrical generation device may be connected to any portion of a Customer's electric system that is connected to the GRICUA electric system unless GRICUA has been notified of and approved such connection. Such notification and approval must each be in writing. If a Customer desires its or a third party's generation device to be directly or indirectly connected to GRICUA's electric system through the Customer's electric system, the Customer must first enter into an Interconnection Service Agreement with GRICUA.



6.2.2. For Customer Load normally served from the GRICUA system, which can also be switched to a Customer's generator if the GRICUA electric system is deenergized, an open type transfer switch shall be installed between GRICUA's and Customer's electric systems. This switch shall electrically and mechanically prevent connection of the Customer's generator to GRICUA's electric system. The Customer should contact GRICUA if the Customer has any questions regarding these requirements.

### **6.3. *Polyphase Circuit Balance***

6.3.1. A Customer receiving three-phase electric Energy must maintain, as nearly as is reasonably possible, equal currents in the three phases at the Point of Delivery. If, at any time, the current in any phase exceeds the average of the currents in the three phases by more than 5%, the amount to be paid by the Customer for the period during which the imbalance occurs may be increased by a percentage equal to that of the imbalance.

### **6.4. *Power Factor***

6.4.1. GRICUA may include adjustments to bills for Loads for which the Power Factor falls below 85 percent lagging at any metering point during any Billing Period. If a Customer's Load operates at less than 85% Power Factor, GRICUA may require the Customer to provide, at Customer's expense, corrective equipment to increase the Power Factor to at least 85%.

### **6.5. *Single Phasing and Phase Reversal Protection***

6.5.1. GRICUA shall not be responsible to the Customer, and the Customer shall release GRICUA for damage to all electrical equipment including motors, other current-consuming equipment, and/or devices mechanically or electrically connected to such equipment, resulting from any phase reversals, single-phasing of three-phase service, or other similar conditions except when such damage is the direct result of GRICUA's gross negligence.

6.5.2. For three-phase motors driving elevators, hoists, tramways, cranes, conveyors, or other equipment which could create hazard to life in the event of uncontrolled reversal of motor rotation, the Customer must provide reverse-phase and open-phase protection, at the Customer's expense, to completely disconnect the motors from their electrical energy source in the event of phase reversal or loss of one or more phases.

### **6.6. *Changes in Installation***

6.6.1. Each of GRICUA's service wires, transformers, meters and other devices supplying electricity to the Customer's installation has a maximum capacity. As a



result, the Customer must obtain prior written consent of GRICUA to increase the Connected Load. Failure to obtain such consent may result in damage to GRICUA's equipment, extended interruption of the Customer's service, and damage to equipment of other Customers. When such damage occurs and the Customer has failed to obtain consent, GRICUA may require the Customer to pay any and all damages including the cost to repair or replace the damaged equipment.

## **6.7. Liability**

- 6.7.1. GRICUA makes no warranty, express or implied, as to the adequacy, safety, operation or other characteristics of any of the structures, equipment, wires, conduits, appliances or devices owned, installed, operated or maintained by the Customer or leased by the Customer from third parties.
- 6.7.2. Except in those instances when GRICUA is grossly negligent, the Customer shall indemnify and hold harmless GRICUA from and against all claims, whether arising in tort, contract, strict liability, or any other legal theory, for loss of or damage to property or injury to Persons arising out of (a) the delivery or use of electric service at or on the Customer's side of the Point of Delivery, and (b) the Customer's delivery of electricity to GRICUA.
- 6.7.3. Except in those instances when GRICUA is grossly negligent, GRICUA shall not be liable, whether in tort, contract, strict liability, or any other legal theory, for the loss of or damage to property (but not including bodily injury) arising out of the delivery of electricity, or from the presence or operation of GRICUA's facilities, wires, equipment or structures on or near the Customer's premises.

## **6.8. Service Interruptions, Variations and Curtailments – Limitation on Liability**

- 6.8.1. GRICUA does not guarantee a regular and uninterrupted supply of service to customers. GRICUA makes no warranty, express or implied, as to the adequacy, consistency, safety, character, or any other characteristic of the electricity or the supply or delivery thereof. GRICUA expressly disclaims all warranties, express or implied, regarding the supply and delivery of electricity to Customer.
- 6.8.2. GRICUA may, without liability, interrupt or limit the supply of service in order to make repairs, changes, or improvements to any part of its system for the general good of the service or the safety of the public or to prevent or limit any actual or threatened instability or disturbance of the system.
- 6.8.3. If a shortage of electricity occurs and GRICUA apportions its available supply of electricity, or reduces the system voltage, or temporarily disconnects service, GRICUA shall not be liable for any resulting loss or damage.



- 6.8.4. If Load reduction is required, Customer Load will be curtailed as deemed practicable by GRICUA in its sole discretion.
- 6.8.5. GRICUA shall not be liable, whether in tort, contract, strict liability, or any other legal theory, for any losses, costs, damages or expenses, other than for bodily injuries, arising out of any interruption, variation and/or curtailment of service, including, but not limited to an interruption, variation and/or curtailment of service permitted by this Section 6.8 (Service Interruptions, Variations and Curtailments – Limitation of Liability) herein or caused by an uncontrollable force. The term “uncontrollable force” shall include, but not be limited to, accident, flood, earthquake, tornado, storm, lightning, and other natural catastrophes, fire, epidemic, failure of facilities, war, riot, civil disturbances, terrorism, labor disturbances, labor disputes, strikes, sabotage, restraint by court or public authority, action or non-action by any governmental agency or authority or failure to obtain the necessary permits, licenses, authorizations, or approvals from any governmental agency or authority, state or municipal interference, or any other cause beyond GRICUA’s control. GRICUA shall exercise due diligence to restore service in the event interruptions occur. Nothing herein shall be construed to require GRICUA to settle a strike or labor dispute.
- 6.8.6. For all service interruptions, variations and/or or curtailments of any nature, including any interruption, reversal, spike, surge, or variation in supply or voltage, transient voltage, or any other failure in the supply of electricity, to the extent the liability of GRICUA has not been precluded altogether pursuant to these Rules and Regulations, the liability of GRICUA to Customers or other Persons for damages, of whatever nature, including loss of business, loss of production or damage to computers or other electronic equipment and appliances, shall in no event exceed the cost of necessary repairs of physical damage proximately caused by the service failure to those electrical delivery facilities of Customers which were then equipped with the protective safeguards recommended or required by the then current edition of the National Electrical Code, or liquidated damages in the amount of \$5,000.00, whichever is less.
- 6.8.7. Service to Customer is expressly conditioned upon, and, in consideration for the services being rendered to Customer by GRICUA, the Customer hereby releases and agrees to release GRICUA from any direct, indirect or consequential loss, damage, claim, charge, cost or expense of any kind or nature that has resulted or may result, in connection with variations, curtailment and/or interruption to electric service to the Customer.
- 6.8.8. A variety of protective devices and alternate power supplies that may prevent or limit damage that may arise as a result of the events described in this Section 6.8 (Service Interruptions, Variations and Curtailments – Limitation on Liability) herein are available for purchase by the Customer from third parties. In addition, insurance coverage for such damage may be available for purchase by the



customer. Customer assumes full responsibility for obtaining the necessary protective devices, alternate power supplies, and insurance, and GRICUA shall in no event be liable for any loss, damage, claim, charge, cost or expense of any kind or nature that Customer could have prevented or insured against through procurement of protective devices, alternate power supplies, and insurance.

- 6.8.9. Customer shall use reasonable efforts to avoid or mitigate its damages or losses suffered as a result GRICUA's conduct under Section 6.8 (Service Interruptions, Variations and Curtailments – Limitation on Liability) herein.

## **6.9. Access to Premises**

- 6.9.1. In accepting service, the Customer grants to GRICUA's employees and agents an unconditional right of access to the premises of the Customer at all reasonable times for purposes such as installing, connecting, reading, testing, repairing, adjusting, disconnecting, removing, inspecting or maintaining any of GRICUA's meters, wires, poles or other apparatus.
- 6.9.2. All employees or contractors authorized to do work for GRICUA on the Customer's premises will carry badges or other suitable identification, which they are instructed to show to the Customer upon request.

## **6.10. Encroachments**

- 6.10.1. Vegetation Encroachments and Hazards:
- a) When vegetation (trees, shrubs, vines, etc.) on a Customer's premises encroach upon any of GRICUA's Lines or other equipment and interferes with GRICUA's ability to safely operate, maintain and protect the GRICUA electric system, GRICUA has the right to prune or remove the vegetation and may charge the Customer for GRICUA's costs to do so. GRICUA shall not be liable to Customer for any damages associated with the pruning or removal of such vegetation, including, but not limited to, the value of or replacement cost of such vegetation.
  - b) The Customer, not GRICUA, is responsible for pruning or removing vegetation interfering with street light facilities or Service Laterals. The Customer should hire a qualified line clearance tree trimmer to clear encroaching vegetation from such facilities, and shall comply with all applicable laws, statutes, or ordinances regarding activities near overhead power lines.
- 6.10.2. Structural Encroachments and Hazards:
- a) A Customer shall not construct or install any structure (including walls, fences, mailboxes and other permanent objects), or excavate, or place fill near any GRICUA electric facilities (whether overhead or underground) in such a manner that such structure, excavation, or fill interferes with GRICUA's ability to safely operate, maintain and protect the GRICUA electric system. Customer must at all times maintain all clearances from GRICUA facilities as specified in the National



Electric Safety Code in any applicable GRICUA easement or other right-of-way document, or otherwise required by law, rule or regulation. Customer is responsible for properly locating and protecting underground GRICUA facilities by obtaining an appropriate clearance before any excavation is made. Please contact GRICUA at 520-796-0600 to obtain information on locating GRICUA's facilities.

- b) GRICUA reserves the right to remove or modify any structure, fill any excavation, or remove any fill that encroaches upon GRICUA's electric facilities and interferes with GRICUA's ability to safely operate, maintain and protect the GRICUA electric system and may charge the Customer for GRICUA's costs to do so. GRICUA shall not be liable to Customer for any loss of or damage to Customer's property resulting from such action.

## 7. INTEREST, CHARGES, and PENALTIES

7.1. The GRICUA Board of Directors has determined the following amounts for interest rates on deposits, charges, and penalties as outlined in the Rules and Regulations. These amounts are reviewed and updated at least once per year at a regular meeting of the Board of Directors. Interested parties may submit questions or comments about these charges to GRICUA management. Written questions may be submitted in any format, including electronic; however, all questions must be addressed to GRICUA- by mail, to GRICUA, 6640 W. Sundust Rd., Box 5091, Chandler, AZ 85226, or by fax to 520-796-0672, or by email to [gricua@gilanet.net](mailto:gricua@gilanet.net). GRICUA will acknowledge receipt of each submission of written questions.

7.2. The following table of interest rates, charges, and penalties was updated on June 1, 2009.

<b>Interest, Charge, or Penalty Type</b>	<b>Amount or Rate</b>
Deposit Interest Rates	2% per year
Fraudulent Credit Card charge	Full payment of account with full cash deposit
Reconnect Fee	\$25.00
Returned Check Fee	\$25.00
Interest on delinquent amounts	6.4% per year
Design Fees per Amp of service disconnect or panel	\$2.50/Amp
Meter tampering (Fraud – Section 4.15)	\$250.00 per occurrence