

**ELECTRIC SERVICE POLICIES
AND
ELECTRIC SERVICE AGREEMENTS
OF
BOUNTIFUL CITY LIGHT & POWER
BOUNTIFUL, UTAH**

Effective for usage as of July 1, 2011

**Approved by City Council on:
June 14, 2011**

**BOUNTIFUL CITY LIGHT & POWER (BCLP)
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ELECTRIC SERVICE POLICIES & AGREEMENTS
BOUNTIFUL, UTAH**

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1. GENERAL PROVISIONS & DEFINITIONS

These Electric Rate Schedules, Electric Service Policies, and Electric Service Agreements supersede all previous publications and may be revised in whole or in part as occasion requires, upon approval of the Bountiful City Council. Copies are available at Bountiful City Light and Power (BCLP), 198 South 200 West, Bountiful, Utah.

GLOSSARY OF TERMS: The following terms when used in BCLP's Electric Rate Schedules, Electric Service Policies, and Electric Service Agreements shall have the meanings given below unless clearly indicated otherwise.

- A. **Billing Period**--The period of approximately one month or thirty (30) days intervening between regular successive meter reading dates.
- B. **BCLP**--Bountiful City Light and Power Department, an enterprise fund of the City of Bountiful, Utah.
- C. **Customer**--An individual, partnership, corporation, organization, governmental agency, political subdivision, municipality, or other entity contracting with BCLP for Electric Service.
- D. **Customer's System**--The wiring and apparatus owned or controlled by the Customer and on the Customer's side of the Point of Delivery (except BCLP's meter installation) used in connection with the ability to take and use electric service.
- E. **Demand**--Electric power measured in kilowatts (kW). For billing purposes, Demand is the Customer's maximum use of electricity shown by or computed from the readings of BCLP's kilowatt meter for a 15-minute period, unless otherwise specified in the applicable Electric Rate Schedule. At the option of BCLP, the Demand may be determined either by periodic tests or by permanent meters.
- F. **Electric Rate Schedules**--The schedules which identify the electric rates and electric services available to a Customer of BCLP.
- G. **Electric Service**--The availability of electric power and energy at the Customer's Point of Delivery at the approximate voltage and for the purposes specified in the application for electric service, Electric Service Agreement or contract, irrespective of whether electric power and energy is actually used.
- H. **Electric Service Agreement**--The Agreement which establishes a commitment by the Customer to accept electric service from BCLP under the applicable Electric Rate Schedule and Electric Service Policies.
- I. **Electric Service Policies**--The policies which are designed to govern the supplying and receiving of Electric Services. They define BCLP's policies for typical and unusual electric service connections and line extensions. They identify BCLP's and the Customer's responsibilities relative to the installation of a new electric service and the maintenance of an existing electric service. These regulations are functional in combination with BCLP's Electric Rate Schedules and Electric Service Agreements.
- J. **Energy**--Electric energy measured in kilowatt-hours (kWh). For billing purposes, Energy is the Customer's total use of electricity measured in kilowatt-hours during any billing period.

- K. Meter tampering occurs when a BCLP meter seal is cut by anyone other than authorized BCLP personnel.
- L. **Point of Delivery**--The point, unless otherwise specified in the application for electric service, Electric Service Agreement or contract, at which BCLP's equipment is connected to the Customer's equipment. Any additional electric service supplied by BCLP at a different voltage or phase classification shall also be considered a separate Point of Delivery. Each Point of Delivery shall be separately metered and billed. This is also referred to as the Point of Common Coupling.
- M. **Power Factor**--The percentage determined by dividing the average power use in kilowatts (real power) by the average kilovolt-ampere power load (apparent power) imposed upon BCLP by the Customer.
- N. **VARs**--Volt-Amperes-Reactive.
- O. **Year**--The period between the date of commencement of electric service under the application for electric service, Electric Service Agreement or contract, and the same day of the following calendar year.

2. ELECTRIC SERVICE AGREEMENTS

2.1. APPLICATION FOR ELECTRIC SERVICE:

Each prospective Customer desiring electric service from BCLP will be required to apply for electric service either in person, by phone, or in writing before electric service is supplied by BCLP. For electric service in large quantity or under special conditions, BCLP may require a suitable written agreement. Electrical service shall be rendered under the appropriate Electric Rate Schedule and Electric Service Policies.

2.2. ELECTRIC SERVICE POLICIES, ELECTRIC RATE SCHEDULES, AND ELECTRIC SERVICE AGREEMENT:

These Electric Service Policies and the applicable Electric Rate Schedules are hereby made a part of each Electric Service Agreement, express or implied. In case of a conflict between any of the provisions of the Electric Service Agreement, Electric Rate Schedule, and the Electric Service Policies, the provisions of the Electric Rate Schedule will take precedence followed by the provisions of the Electric Service Policies.

2.3. RENEWAL AND TERMINATION OF SERVICE AGREEMENTS:

Unless otherwise specified in an Electric Service Agreement, all Electric Service Agreements shall be enforced until either BCLP or the Customer notifies the other of its desire to terminate such Agreement.

2.4. REMEDIES OF BCLP:

For any default or breach by Customer of an Electric Service Agreement, including failure to pay bills promptly, BCLP may terminate the Electric Service Agreement or suspend the supply of electric service, in addition to all other legal remedies.

2.5. ELIGIBILITY FOR ELECTRIC SERVICE:

Electric service is conditional upon payment of connection fees and deposits where required, and of all outstanding debts for past electric service which are owed by the applicant to BCLP. However, electric service may be denied at any time where unsafe conditions exist or where the applicant has given false information in connection with any utility service application or has tampered with utility meters, lines, or other facilities owned by BCLP.

3. SUPPLY AND USE OF ELECTRIC SERVICE

3.1. SUPPLY OF ELECTRIC SERVICE:

BCLP's rates are based upon the furnishing of electric service to a Customer at a single voltage and a specified phase classification. Each individual residential user, each separately operated business activity, and each separate building will be considered an individual Customer for billing purposes. Consistent with BCLP's metering policies, BCLP may at its option furnish electric service to a Customer for an entire group of buildings through one electric service connection at one Point of Delivery, provided all such buildings are located on contiguous property not separated by property of other ownership or divided by public streets, roads, alleys, other public thoroughfares, railroad tracks, or waterways.

3.2. CUSTOMER'S USE OF ELECTRIC SERVICE:

Electric services will be supplied only under and pursuant to BCLP's applicable Electric Rate Schedule as may from time to time be lawfully fixed, and to these Electric Service Policies and any modifications or additions hereto lawfully made. Electric service will be supplied only to those for whom BCLP is the sole source of electric service unless otherwise provided under an appropriate contract. The Customer shall not extend their electric facilities for electric service to other customers or premises and shall not resell electric service to any other person or entity, a violation of which is grounds for termination of service.

3.3. CONTINUITY OF ELECTRIC SERVICE:

BCLP will endeavor at all times to provide steady and continuous electric service, but does not guarantee its electric service against irregularities and interruptions. In the event the supply of service shall be interrupted or irregular or defective or fail from causes beyond the control of BCLP, BCLP will not be liable therefore.

3.4. SUSPENSION OF ELECTRIC SERVICE FOR REPAIRS AND CHANGES:

For the purposes of making repairs to or changes in BCLP plant generating equipment, transmission or distribution system, or other property, BCLP may, without incurring any liability therefore, suspend electric service for such period as may be required but will endeavor to avoid unnecessary inconvenience to the Customer. Whenever possible, BCLP will give reasonable notice to the Customer prior to such suspension of electric service.

3.5. CUSTOMER'S RESPONSIBILITY:

On the Customer's side of the Point of Delivery, the Customer is responsible:

- a. to pay for all electric service received, supplied, or taken;
- b. for the installation and maintenance of all electrical appliances, wires and fixtures, and
- c. for all losses or damages to anyone from any source, failure or other cause in connection therewith.

The Customer specifically must indemnify, hold harmless, and defend BCLP against all claims, demands, costs or expense, for loss, damage or injury to persons or property, in any manner directly or indirectly connected with, or growing out of, the transmission or use of electric service, or electric appliances, wires and fixtures, on the Customer's side of the Point of Delivery.

3.6. ACCESS TO PREMISES:

The Customer shall grant all necessary permission to enable BCLP to install or maintain electric service on the premises of the Customer and to carry out its contract. BCLP shall have the right through its agents, or other employees, to enter upon the premises of the Customer as necessary for the purpose of reading meters, trimming trees, inspecting, repairing, or removing the electrical facilities of BCLP, and for all other purposes incident to the supplying or discontinuance of electric service. In the event the Customer is not the owner of the premises occupied, the Customer shall obtain all such permissions from the owner thereof. Failure to grant necessary access after notice is grounds for termination of service.

4. CUSTOMER'S INSTALLATION AND EQUIPMENT

4.1. CUSTOMER'S INSTALLATION AND EQUIPMENT:

Unless otherwise specified by BCLP, all wires, equipment, meter bases (except BCLP's meters and accessories), etc. on the Customer's side of the Point of Delivery must be installed and maintained at the expense of the Customer. All underground wires on the Customer's side of the Point of Delivery must be installed in a two-inch minimum diameter conduit system. The Point of Delivery for a typical single-lot residential electric service will be at the weatherhead for an overhead Customer and at the property line in a transformer, junction box, or metering pedestal for an underground Customer. BCLP may identify the Point of Delivery elsewhere at the option of BCLP. The Point of Delivery for commercial Customers and multi-unit residential Customers will be identified on an individual basis. All wires, apparatus, equipment, etc. shall comply with:

- a. The *National Electric Code* (ANSI C1) jointly issued by *the National Fire Protection Association* and *the American National Standards Institute*.
- b. The standards of the *National Electrical Safety Code* (ANSI C2) jointly issued by the *Institute of Electrical and Electronic Engineers* and the *American National Standards Institute*.
- c. The regulations of any governmental authority having jurisdiction.
- d. BCLP's current construction standards and practices.

Clearances by local inspection authorities shall not abrogate the requirements of the Customer to comply with the *National Electric Code* and the *National Electric Safety Code*.

4.2. ELECTRIC SERVICE ENTRANCES AND CONNECTIONS:

The Customer shall provide a suitable electric service entrance to the premises to be served at the point specified by BCLP. Such entrance facilities shall meet the requirements of the local electrical code or ordinance as well as any special requirements of BCLP. The Customer shall provide and maintain a structurally sound point of attachment or support for BCLP's electric service conductors which will permit the clearances required by law. In the event the Customer makes a Point of Delivery inaccessible, inconvenient, etc., it must be moved at the Customer's expense to a point accessible by BCLP.

4.3. CUSTOMER'S LOAD AND OPERATION:

The Customer shall so arrange their load that at the Point of Delivery there will be a reasonable electric load balance between the phases of a polyphase circuit and between the two sides of a single-phase three-wire circuit. BCLP reserves the right to refuse to connect or supply electric service to any applicant or to any Customer where such connection or electric service will adversely affect the electric service supplied to its other Customers or where the applicant or Customer has not complied with state, municipal, or BCLP policies.

Suitable protective devices on the Customer's premises may be required at the Customer's expense whenever BCLP deems such installation necessary to protect its property or that of its other Customers. The Customer shall provide devices adequate to protect its equipment from high and low voltages and from overload. Three-phase motors shall be protected against reversal of phase rotation and single-phasing. BCLP will make every reasonable effort to avoid phase reversal and single-phasing.

In the event that the Customer has not provided protective devices on its equipment and high or low voltage, overload, phase reversal, and / or single-phasing occurs, the Customer has assumed the risk and BCLP shall not be liable in any way for any injury or damage resulting from any high or low voltage, overload, phase reversal and / or single-phasing.

4.4. INSPECTION BY BCLP:

BCLP reserves the right to inspect the Customer's installation at any reasonable time and to refuse to commence or to continue electric service whenever it does not consider such installation to be in good operating condition. No inspection by BCLP, nor the failure by it to object to the Customer's installation, shall render BCLP in any way liable for any injury or damage resulting from any defective installation of or maintenance by the Customer.

4.5. HIGHLY FLUCTUATING LOADS:

The Customer shall refrain from operating equipment that will adversely affect the quality of electric service to other Customers of BCLP. Equipment such as welding machines, X-ray apparatus, elevators, or other equipment with highly fluctuating load characteristics can have an abnormal effect on voltage. The operation of this type of equipment may require BCLP to install equipment in order to protect the quality of electric service to other Customers or to provide for short period use of power by such equipment. BCLP may charge the Customer for all cost of such special equipment.

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

4.6. CHANGES IN INSTALLATION:

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

4.7. BCLP'S DISCLAIMER OF LIABILITY:

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

5. CUSTOMER'S GENERATION

5.1. STANDBY GENERATION:

Customer-installed standby generation equipment is required to comply with all applicable regulations, including the *National Electrical Code (NEC)*. It shall be interconnected with the Customer's electrical system by way of a break-before-make switch meeting the applicable requirements for voltage and current as contained in the *NEC*. A visible and lockable disconnect switch for the generator that is accessible to BCLP is required unless this requirement is specifically waived by BCLP.

5.2. PARALLEL GENERATION:

Customer-installed generation that is capable of operating in parallel with the electrical system is required to comply with the requirements of this section, in addition to all applicable requirements of the *NEC* and *National Electrical Safety Code*. These instances commonly include co-generation or self-generation.

- a. **Basic Interconnection Requirements:** If BCLP determines that operation of the Customer's generating facility adversely affects the power quality within the general area, then the Customer must disconnect their equipment until the proper adjustments or corrections are made.
- b. **Metering:** The Customer must provide adequate space, access, and equipment for the metering of the facility. Depending on the agreement between the Customer and BCLP, the metering will either be single-direction or bi-directional. Single-direction metering will not provide payment to the Customer for excess power generated on the Customer's site. Power generated or consumed, as well as VARS consumed, will be charged according to the current rate schedule or separate electric service agreement with the Customer.
- c. **Protective Relaying:** The Customer shall solely be responsible for the protection of their equipment. Disturbances including but not limited to lightning, switching surges, voltage sags, line faults, line trips, line reclosures, over-frequency, under-frequency, high voltage, and low voltage all occur within the electrical supply system and the Customer must be prepared to deal with these events. Line reclosures will be done without regard to synchronous checking with the Customer's generator unless special provisions are made with BCLP, at the Customer's expense. As a minimum, the Customer needs to have protection for the following events: over-frequency, under-frequency, over-voltage, under-voltage, ground faults, phase-to-phase faults, reverse current relays for induction machines, and synchronous closing relays. Automatic line reclosing time delays on distribution lines typically range from 0.2 seconds up through 90 seconds. Manual line reclosing will occur after the automatic line reclosing fails to restore electrical service.

- d. **System Compatibility:** The interconnected generation system must not adversely affect the electrical supply system. Excessive voltage flicker and excessive voltage swings on the electrical system are not permitted. Prior to construction, a system compatibility study must be done to ensure that the proposed generator will not adversely affect the system. During the generator compatibility study, if operation of the Customer's generator under normal operating conditions does not raise the voltage of the system at the Point of Delivery more than three percent, with the generator running at full output at unity power factor, then the generator is considered compatible with the system. If voltage swings will be in excess of three percent, then a separate and more extensive study must be done to determine its effects on the distribution system and what action, if any, needs to take place in order to make a compatible tie. These studies must be completed prior to the start of construction. After the generator is constructed, it shall not be operated in such a way as to cause power quality or reliability problems to the system. The generator should limit itself to a three percent voltage shift on the system. Induction machines should be supplied with shunt capacitors to limit their VAR consumption on the system.
- e. **System Modifications:** Any modifications that must be made to BCLP's system to accommodate the proposed generator will be completed at the Customer's expense.
- f. **Visible Disconnect Switch:** A visible and lockable disconnect switch for the generator that is accessible to BCLP is required unless this requirement is specifically waived in writing by BCLP.
- g. **Code Compliance:** The Customer's facility must comply with all applicable sections of the *National Electrical Code*, *National Electrical Safety Code*, and *IEEE 1547, Distributed Resources Interconnected with Electric Power Systems*. Photovoltaic systems must also comply with *NEC Article 690*.
- h. **Rotating Machine Driven System:** This section applies to those systems that use a rotating machine to directly generate AC power. It applies to both synchronous and induction systems. These systems are capable of generating high currents during a fault condition. Lacking any specific information, it is recommended that the Customer use these settings on their protective relaying equipment:
 - 1. Over-frequency: 61 Hertz, 10 cycle time delay.
 - 2. Under-frequency: 59 Hertz, 6 cycle time delay.
 - 3. Over-voltage: 110% of nominal voltage, 1 to 5 second time delay.
 - 4. Under-voltage: 90% of nominal voltage, 1 to 5 second time delay.
 - 5. Ground faults, set to protect the generator.
 - 6. Phase-to-phase faults, set to protect the generator.
 - 7. Reverse current relays for induction machines, to protect motoring of the generator.
 - 8. Synchronous closing relays.

For further information regarding generator protection, please refer to the General Electric "Gold" pamphlet, *Generator Protection GEK-75512A*.

- I. **Inverter Driven Systems:** For systems up through 500 kW where dc-generated power is converted to ac power using an inverter, these systems must comply with *IEEE Std 929, Recommended Practice for Utility Interface of Photovoltaic (PV) Systems*, *IEEE Std 154, Standard for Interconnecting Distributed Resources and Electrical Power Systems*, *UL 1741, Underwriters Laboratories Standard for Safety - Static Inverters and Charge Controllers for Use in Photovoltaic Power Systems*, and the *National Electrical Code (ANSI C1)*. The Customer must utilize an automatic non-islanding inverter as defined by the above standards. This includes photovoltaic systems, fuel cells, and dc generators that include an inverter for the final power conversion step.

6. BCLP'S INSTALLATION AND EQUIPMENT

6.1. BCLP'S INSTALLATION AND EQUIPMENT:

Except as otherwise provided in these Electric Service Policies, in the Electric Service Agreement, or in the Electric Rate Schedules, BCLP will install and maintain its lines and equipment on its side of the Point of Delivery, but shall not be required to install or maintain any lines or equipment except meters and accessories beyond that point. Subject to the provisions of its extension policy, BCLP will extend its facilities to the Customer's electrical equipment. Only agents of BCLP are authorized to make the interconnection between BCLP equipment and the Customer's equipment.

6.2. BCLP'S PROPERTY:

All lines, apparatus, instruments, meters, and materials furnished and installed by BCLP in compliance with the line extension policy, within the Customer's premises, shall be, and remain, the property of BCLP, and may be removed by BCLP upon discontinuance of electric service. Customer will not make or permit to be made any unauthorized attachments to BCLP's poles, transformers, junction boxes, etc. and all such attachments may be immediately removed by BCLP at the expense of the Customer. The Customer shall exercise proper care to protect BCLP's property on their premises. In the event of loss or damage to BCLP's property, arising from neglect, carelessness, or misuse by the Customer, the cost of necessary repairs or replacement shall be paid by the Customer.

6.3. ELECTRIC SERVICE FROM EXISTING LINES:

Electric service will be supplied to the Customer from BCLP's nearest line of sufficient capacity and appropriate phase and voltage to furnish adequate electric service under the applicable Electric Rate Schedules.

6.4. RIGHT OF WAY:

Without expense to BCLP, the Customer shall make or procure conveyance to BCLP of satisfactory Right-of-Ways or Easements across the property owned or controlled by the Customer for BCLP lines, extensions thereof, or equipment necessary or incidental to the furnishing of electric service to any Customer of BCLP, and shall permit access thereto by BCLP's employees at all hours. The Customer shall permit BCLP to trim trees and vegetation to the extent that such trimming shall be reasonably necessary to avoid interference with BCLP's equipment in accordance with BCLP's tree trimming guidelines.

7. ADDITIONAL BCLP PRODUCTS

In addition to providing electrical service to its customers, BCLP has the option to provide additional products and services to its Customers.

7.1 POWER LINE UNDERGROUND SERVICE AGREEMENT (PLUGS):

The Power Line Underground Service Agreement (PLUGS) is a service whereby the Customer contracts with BCLP to have their underground electric service drop repaired without charge in the event of a failure.

Under this service a set fee is charged each billing period for each participating residential underground customer. The fee is assessed on the monthly utility billing.

- a. BCLP personnel will respond to all power disturbances. If you are a PLUGS participant, no additional charges will be billed to you. If you are not a participant, the initial visit will be free and all subsequent visits during regular working hours will be free; however, subsequent visits after hours will be billed at the current Connect Fee after hours. This includes call back visits to remove and re-install meters and other like duties for the owner or his appointed electrician.
- b. BCLP agrees to make every prudent effort to repair any power disturbances pertaining to meter, wire conductors, connections, etc. between BCLP's electric service equipment and the Customer's main breaker or disconnect. Any damage incurred during the problem resolution (e.g. landscape) will be fixed or repaired at BCLP's expense. No in-house, main breaker, or disconnect type electrical problems will be covered by the PLUGS Program.
- c. This service agreement only pertains to buried electric service lines leading to, but not including, the main panel or breaker. It does not cover in-house wiring, fuses, or breaker box problems.
- d. A Customer may cancel participation in PLUGS at any time. Requests must be mailed in with your payment or telephoned to the Bountiful City Utilities Office (801-298-6100) or BCLP (801-298-6072).
- e. BCLP may cancel the PLUGS Program with at least one month advance notice to the Customer.
- f. BCLP employees will be given discretionary privileges as to the amount of repair work required to remedy the situation, using prudent utility standards.

7.2 BEACON LIGHT:

This is a program whereby the Customer can lease compact fluorescent lamps from BCLP. These lamps are intended to replace incandescent lamps, thereby reducing the energy consumption by the Customer.

The Customer can enroll in this program by filling out a Lease Agreement. The cost of the program is added to the Customer's monthly electric bill.

8. LINE EXTENSION POLICY

8.1 LINE EXTENSIONS:

A line extension is any continuation of, or branch from the nearest available existing line of BCLP, including any increase of capacity of an existing line or facilities to meet the Customer's requirements. Wherever economically feasible, as determined by BCLP, all new extensions of primary and secondary distribution lines will be installed underground. All construction shall be in compliance with BCLP's current construction standards and practices and the National Electrical Safety Code.

8.2. LINE EXTENSION TO PERMANENT ELECTRIC SERVICE:

Extensions of BCLP's distribution system, for Permanent Electric Service, upon public highways, rights-of-way, and public utility easements acceptable to BCLP shall be built within a reasonable period after the payment of all applicable fees.

8.3. LINE EXTENSION COST:

If the cost of the Line Extension is estimated by BCLP to be \$400 or less, BCLP will make the extension, at no cost to the Customer, otherwise the Customer shall pay 100% of the cost of the Line Extension Fee.

The Line Extension cost shall be the necessary cost of the particular extension; it shall not include or be determined with reference to provision for additional capacity in excess of that actually necessary to meet the requirements of the Customer or Customers to be then served.

This rule is not to be interpreted as a prohibition against the construction by BCLP of an extension having more than sufficient capacity to meet the requirements of the Customer to be then served, provided the additional capacity is constructed by BCLP without obligation to the Customers to be then served, and the cost of construction of such additional capacity shall be borne in total by BCLP.

8.4. GENERAL CONDITIONS:

- a. Ownership: BCLP will own, operate, and maintain all line extensions made under this policy including extensions paid for by the Customer in accordance with these extension policies. Extensions from a source of energy having a voltage in excess of 12,470 volts or other unusual extensions may require special contractual arrangements between BCLP and the Customer to justify the construction of said extension.
- b. Right Of Way: Customer without expense to BCLP shall make or procure conveyance to BCLP of satisfactory right-of-ways or easements across the property owned or controlled by the Customer for BCLP lines or extensions thereof necessary or incidental to the furnishing of electric service to the Customer and shall permit access thereto by BCLP's employees at all reasonable hours. The Customer shall permit BCLP to trim the limbs and tops of trees to the extent that such trimming shall be reasonably necessary to avoid interference with BCLP's lines as determined by BCLP's tree trimming guidelines.
- c. Grade: For underground distribution systems, the Customer must grade surface within six inches (6") of final grade, or to the satisfaction of BCLP. In the event any change in the final grade necessitates a change in the underground distribution system applicant shall fully reimburse BCLP for the cost of such changes.
- d. Surveying: Applicant shall install and maintain survey stakes indicating grades, stationings, and

property lines, and shall make no permanent surface improvements unless previously approved by BCLP before BCLP begins installation of the underground distribution system.

**8.5. RELOCATION OR MODIFICATION OF EXISTING FACILITIES AND / OR
CONVERSION OF EXISTING OVERHEAD FACILITIES TO UNDERGROUND FACILITIES:**

BCLP will relocate or modify existing facilities and / or remove existing overhead lines and install underground facilities to replace them at the request of a Customer. The Customer will be required to pay BCLP's cost of such relocation and / or conversion determined as follows:

- a. The estimated cost of relocating, modifying, or removing the existing facilities.
- b. The cost of installing the new facilities.
- c. The cost of obtaining any new right of ways or easements that may be required.

8.6. EXISTING ELECTRIC SERVICE:

Conversion of single-phase electric service to three-phase electric service for commercial Customers and for any residential Customers will be supplied upon payment by Customer of the estimated additional cost to be incurred by BCLP in order to supply three-phase electric service.

8.7. AFTER HOURS WORK:

Any Customer or developer scheduling BCLP to provide services after normal working hours will be required to pay BCLP's actual costs for the service rendered even if the service would be provided free of charge during normal hours.

9. METERING

9.1. INSTALLATION:

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

BCLP will furnish, install, own, and maintain all meters and other metering devices and accessories (except meter bases, pedestals, or cabinets) necessary to measure the electric service used by the Customer.

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

BCLP may install a demand meter on any account when the Customer's equipment and operation indicates that a demand meter may be required for correct application of the Electric Rate Schedule.

When multiple meters are installed at the same location, it is the developer / owner's responsibility to permanently and correctly label each meter base for the associated service address. BCLP may check such meter installations to verify they are correctly labeled. When a complaint is received from a Customer of possible switched meters, BCLP will check the meter installations to verify that they are correctly labeled.

The Customer shall provide and maintain a satisfactory location to install the meter and connect the metering equipment at a place convenient for BCLP, readily accessible through the Customer's property without risk of bodily harm to BCLP employees, free from vibration, corrosive atmosphere, and abnormal temperatures, that will allow access for meter reading, inspection, and maintenance without expense to BCLP. The Customer will not interfere with or alter, or permit interference with or alteration of, BCLP's meter or other property.

9.2. METER TESTS:

BCLP will test and inspect its meters from time to time and maintain their accuracy of registration in accordance with generally accepted practices.

9.3. BILLING ADJUSTMENTS FOR METER ERROR, METER FAILURE TO REGISTER, OR METER TAMPERING:

(a) Meter Error

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

If a meter tests more than two percent slow, BCLP may bill the Customer for the estimated undercharge based on the corrected meter readings for the period the meter was in use, not exceeding six months, unless it can be shown that the error was due to some cause, the date of which can be identified.

(b) Meter Failure to Register

If a meter fails to register correctly the amount of electric power and energy used by the Customer, BCLP may use the best available information to estimate the amount of power and energy used but unbilled for up to but not exceeding six months, unless it can be shown that the error was due to some cause, the date of which can be identified, and then bill the Customer for that amount.

Based upon the amount of that bill, the Customer will have the following options:

1. If the estimated bill is equal to or less than \$100 for a residential Customer or \$250 for a commercial Customer, the payment in full is required within 30 days.
2. If the estimated bill exceeds the above limits, the payment can be spread over a 6 month period.
3. If the estimated amount is determined to be large compared to the estimated annual bill, BCLP may establish a longer repayment period.

(c) Meter Tampering

Meter tampering occurs when a BCLP meter seal is cut by anyone other than authorized BCLP personnel.

If a BCLP meter fails to register accurately because of facility changes or meter tampering, BCLP may estimate the Customer's power and energy during the time of such failure on the basis of the best available data. Any appliance or wiring connections found on the Customer's premises which prevent the meter from accurately recording the total amount of power and energy used on the premises may at once be removed by BCLP.

Before the electric service is restored, the Customer will immediately pay for:

1. the estimated power and energy consumption;
2. the expense of removing any such wiring or appliances and restoring the equipment of BCLP to its normal operating conditions
3. a meter tampering fee of \$100.00.

(c) Meter Tampering - continued

BCLP may also refuse further electric service or require the Customer to make such changes in his wiring installation as BCLP deems proper. The Customer will also be subject to criminal prosecution.

9.4. MASTER METERING:

No new master metering will be installed and existing systems will be eliminated as opportunities arise.

10. BILLINGS

10.1. ELECTRIC RATE SCHEDULES:

The rates prescribed by all Electric Rate Schedules are subject to revision upon approval of the Bountiful City Council.

10.2. BILLING PERIOD:

Bills will be rendered regularly at monthly intervals. BCLP at its option may use an estimated billing procedure. Under such procedure, BCLP will endeavor to make an actual meter reading at least once in a two-month period and render a bill for the appropriate charge determined from that reading.

10.3. ADDRESS OF CUSTOMER:

Bills will be mailed to the address of the Customer appearing in the Form S: Request for Services or to such other address as Customer may request. The Electric Service Agreement shall continue to be in effect until the Customer notifies BCLP to cancel service (Form T: Termination of Service), or until another Customer becomes responsible for service to said premises.

10.4. SEPARATE BILLINGS:

At each Point of Delivery the use of electric service shall be metered and billed separately for each Customer served.

10.5. PAYMENT OF BILLS:

Bills for electric service supplied during the preceding billing period are due and payable when rendered. A Customer will have twenty (20) days from the date the current bill was prepared to pay the new balance, which date shall be the statement due date. In the event the Customer tenders a payment of less than the full amount of the bill rendered, BCLP will apply said payment pro rata first to the charges in default and interest and the remainder, if any, to the current monthly charges unless otherwise agreed to by BCLP.

10.6. RETURN CHECK FEE, MONTHLY FINANCE CHARGE ON PAST DUE BALANCES:

In the event the Customer's check or bank draft is returned by the bank unpaid because of insufficient funds or any other reason, the Customer will be charged a Return Check Fee for each such returned unpaid check or bank draft.

A Monthly Finance Charge will be assessed against any unpaid balance in excess of new charges debited to the account during the current billing cycle.

10.7. DISPUTED BILL:

In disputing any part of a periodic billing statement for electric service, a Customer shall first attempt to resolve the issue by informal discussion with BCLP's billing personnel. In response to such action by a Customer, BCLP's personnel will investigate any disputed issue and will attempt to resolve that issue by negotiation.

If such negotiation does not resolve the dispute, the Customer may obtain formal review of the dispute by the Bountiful City Attorney. The Bountiful City Attorney shall investigate the dispute, make an attempt to resolve it, and inform the Customer of the findings within ten working days from receipt of the formal review request and shall inform the Customer of their rights.

While a Customer is proceeding with either an informal discussion or a formal review of a dispute, electric service will not be terminated provided that any amounts not in dispute are paid when due.

10.8. BILLING ADJUSTMENTS FOR BILLING ERRORS:

Billing adjustments for meter error, meter failure to register, and meter tampering are described in Section 9.3.

BCLP's policy for billing adjustments due to billing errors, meter mix-ups, and / or missed billing multiplier (consumption and / or demand) is to credit or bill a Customer's account for up to twenty-four months from the time that the Customer submitted a complaint to BCLP or that BCLP became aware of the billing error.

(a). If the Customer was over-billed and paid those bills thereby resulting in a balance owed to the Customer after the account was corrected, BCLP will either:

1. Credit the balance without interest to the Customer's account; or
2. Refund the balance to the Customer by check if the following conditions are all met: the credit amount is greater than an estimated three (3) month bill with a minimum of \$150.00; the Customer does not have any balances owing to BCLP or to Bountiful City; and the Customer requests the refund.

(b). If the Customer was under-billed thereby resulting in a balance owed to BCLP after the account was corrected, BCLP will allow the Customer to choose one of the following two options for repayment:

1. Repay the full balance owed without interest, spreading the repayment out over the same length of time as the billing error occurred up to twenty-four (24) months. The balance owed will be divided into equal monthly payments that will be added to the normal billings during the repayment time period.
2. Repay 75% of the balance owed if the repayment is made within 30 days of the billing adjustment.

11. FEES

The fees that BCLP assesses its Customers are based upon the cost of providing the service, and are approved by the Bountiful City Council. Fees are listed in Rate Schedule No. 100.

11.1. **FEE DESCRIPTIONS:**

- a. **CONNECT FEE:** The fee charged to connect a Customer's electric service to a point of delivery. Each time a Customer, eligible to receive electric service, begins to receive electric service at a point of delivery which has been used previously by another Customer, the Customer shall be charged a Connect Fee.

At the discretion of BCLP, the Connect Fee may be waived for Customers such as landlords and real estate agents who accept, on a temporary basis, responsibility for the accounts of vacant residential or commercial units during the transitional time of vacancy in those cases where the cost to BCLP of the physical discontinuance and restoration of electrical service would exceed the amount of the Connect Fee.

- b. **RECONNECT FEE:** The fee charged to reconnect a Customer's electric service to a point of delivery after having their electric service disconnected voluntarily or involuntarily for cause. Each time that a Customer, eligible to receive electric service, reconnects after voluntary disconnection to the same point of delivery, or reconnects after having their electric service involuntarily terminated for cause, a Reconnect Fee will be assessed.

At the discretion of BCLP, the Reconnect Fee may be waived for Customers who had their electric service disconnected to facilitate maintenance on their electrical equipment.

- c. **COLLECTION / DISCONNECT FEE:** The fee charged on an account that is past due 30 days or more when a BCLP employee is sent to the Customer's premise either to collect the account balance in full or to disconnect the electric service. In the event that a Customer is past due on their account and has exhausted BCLP's efforts to work with the Customer to bring the account current, a BCLP employee will be sent to the premise to either collect the account balance or to disconnect the electric service. Each time such a visit occurs, the Customer will be assessed a Collection / Disconnect Fee.
- d. **SEASONAL ACTIVATE & DEACTIVATE FEE:** Each time a Customer, eligible to receive electric service, requests Seasonal Electric Service they will be assessed a Seasonal Activate & Deactivate Fee. The fee will include the actual estimated cost to install and / or activate plus the costs to connect, disconnect, and remove the facilities at the end of the contracted period.
- e. **TEMPORARY INSTALLATION & REMOVAL FEE:** Each time a Customer, eligible to receive Electric Service, requests a Temporary Electric Service they will be assessed a Temporary Installation & Removal Fee. A Temporary Electric Service has a limited capacity and is intended for such uses as providing construction power. The fee will include the typical cost of installation plus the costs to connect, disconnect, and remove the facilities at the end of the contracted period.

11.2 FEE CALCULATIONS

All fees and rates are rounded to even numbers. Some fees charged may be less than the calculated value due to other factors. Fees are listed in Rate Schedule No. 100.

a. **CONNECT FEE - REGULAR HOURS NEXT DAY:**

+ 0.25 hour Clerk x hourly rate with benefits and overheads
+ 0.25 hour Connect x hourly rate with benefits and overheads
+ 0.25 hour Vehicle expense

b. **CONNECT FEE - REGULAR HOURS SAME DAY:**

+ 0.25 hour Clerk x hourly rate with benefits and overheads
+ 0.25 hour Connect x hourly rate with benefits and overheads
+ 0.25 hour Vehicle expense
+ \$10.00 special handling fee

c. **CONNECT FEE - AFTER HOURS:**

+ 0.333 hour Dispatcher x hourly rate with benefits and overheads
+ 1.00 hour Call-Out x average hourly overtime rate with benefits and overheads
+ 1.00 hour Vehicle expense
total x 50 / 88 Discount

d. **COLLECTION / DISCONNECT FEE:**

+ 0.25 hour Clerk x hourly rate with benefits and overheads
+ 0.25 hour Connect x hourly rate with benefits and overheads
+ 0.25 hour Vehicle expense
+ \$10.00 special handling fee

e. **RECONNECT FEE - REGULAR HOURS:**

+ 0.25 hour Clerk x hourly rate with benefits and overheads
+ 0.25 hour Connect x hourly rate with benefits and overheads
+ 0.25 hour Vehicle expense
+ \$10.00 special handling fee

f. **RECONNECT FEE - AFTER HOURS:**

+ 0.333 hour Dispatcher x hourly rate with benefits and overheads
+ 1.00 hour Call-Out x average hourly overtime rate with benefits and overheads
+ 1.00 hour vehicle expense

g. **RETURN CHECK FEE:**

\$ 15.00 for each returned unpaid check or bank draft

h. **MONTHLY FINANCE CHARGE ON PAST DUE BALANCES:**

1.5% monthly (18% annual) interest rate
\$10.00 minimum charge
charged on balances past due 30 days or more

i. **METER TAMPERING FEE:**

100.00 plus the expense of removing any wiring or appliances and restoring BCLP's equipment to its normal operating condition.

j. **RESIDENTIAL SERVICE - POWER LINE UNDERGROUND SERVICE (PLUGS) FEE:**

\$ 0.50 per month

k. **RESIDENTIAL SERVICE - BEACON LIGHT FEE:**

\$ 0.35 per lamp per month

l. **COMMERCIAL SERVICE - LINE EXTENSION FEE:**

actual costs per line extension policy

m. **COMMERCIAL SERVICE - SEASONAL ACTIVATE & DEACTIVATE FEE:**

two times Connect Fee Regular Hours Same Day, pay in advance

n. **TEMPORARY SERVICE - INSTALL AND REMOVE TEMPORARY SERVICE FEE:**

+ 0.25 hour Clerk x hourly rate with benefits and overheads
+ (1.00 hour install + 0.25 hour remove) x two (2) Line Crew average hourly overtime rate with benefits and overheads
+ (1.00 hour install + 0.25 hour remove) Vehicle expense

o. **TEMPORARY SERVICE - LINE EXTENSION FEE:**

actual costs per line extension policy

p. **POLE ATTACHMENT FEES:**

\$ 7.00 per pole attachment

q. **NET METERING:**

\$ 300.00 connect fee

r. **METER SURGE PROTECTION INSPECTION FEE:**

- + 0.25 hour Meter Customer Service x hourly rate with benefits and overheads
- + 0.25 hour Meter Inspect x hourly rate with benefits and overheads
- + 0.25 hour Vehicle expense

s. **METER SURGE PROTECTION INSTALLATION FEE:**

- + \$106.43 Meter Surge Protector
- + 0.25 hour Meter Installation x hourly rate with benefits and overheads
- + 0.25 hour Vehicle expense

12. DEPOSITS

12.1. DEPOSITS:

In accordance with the conditions stated below, BCLP requires from its Customers a refundable security deposit intended to guarantee payment of bills. The deposit may be in addition to any advance contribution or guarantee in connection with construction of lines or facilities as provided for in the line extension policy of BCLP. Deposits are listed in Rate Schedule 100.

- a. **RESIDENTIAL RENTAL CUSTOMERS:** A deposit is required on all residential rental customers. For “electricity only” customers, the deposit is \$100.00; for electricity plus other services, the deposit is \$150.00. The deposit is refunded only at termination of services.
- b. **RESIDENTIAL NON-RENTAL CUSTOMERS:** A deposit is required only on residential non-rental customers with a poor payment history. If required, the deposit is equal to an estimated three (3) month bill to be determined by BCLP with a minimum of \$150.00. The deposit is refunded only at termination of services.
- c. **NON-RESIDENTIAL CUSTOMERS:** A deposit is required on all non-residential customers. The deposit is equal to an estimated three (3) month bill to be determined by BCLP with a minimum of \$250.00. The deposit is refunded only at termination of services.
- d. **MOBILE HOME & HOUSE TRAILER PARK SERVICE – INDIVIDUAL METERS:** see 12.1.a above.
- e. **MOBILE HOME & HOUSE TRAILER PARK SERVICE – MASTER METERS (EXISTING ONLY):** see 12.1.b or c. above.

12.2 INTEREST:

Interest on Customer deposits held by BCLP is accrued monthly using the Utah Public Treasurer’s Investment Fund (PTIF) rate from the prior month.

12.3 PAYMENT OF AMOUNTS DUE AND OWING:

Subject to Paragraph 12.1 above, BCLP will first apply all or any part of the Customer's deposit prescribed herein above to the payment of amounts due and owing at time of termination of service. The remainder of the deposit will be refunded to the Customer.

12.4 DETERMINATION OF POOR PAYMENT HISTORY:

A Customer is considered to have a poor payment history if that Customer declares bankruptcy or has any two or more of the following events occur:

1. A Disconnect Notice for Non-Payment has been sent to the Customer;
2. A payment by check was returned by the Customer’s bank for insufficient funds;
3. A payment by electronic funds transfer was returned by the Customer’s bank for insufficient funds.

13. TERMINATION OF ELECTRIC SERVICE

13.1 TERMINATION OF ELECTRIC SERVICE:

If a Customer violates the conditions under which BCLP supplies electric service under the Electric Service Agreement and these Electric Service Policies, or if they fail upon request from BCLP to pay an unsecured bill for service, BCLP may discontinue electric service upon not less than 48-hour advance written notice stating the cause of such discontinuance, mailed to the Customer or to the premises to which electric service is supplied. In addition, BCLP reserves the right to discontinue electric service upon notice for any of the following reasons:

- a. Non-payment of a delinquent account.
- b. Non-payment of a deposit when required.
- c. For the use of electricity for any property or purpose other than that described in the application made therefore.
- d. Under any flat rate electric service, for addition to such property or fixtures, or increase in the use to be made of electricity.
- e. For failure to maintain in good order electric service entrance facilities or equipment owned by the Customer.
- f. For tampering with any electric service wires, meter, seal, or any other facilities of BCLP.
- g. In case Customer vacates premises either permanently, with or without notice to BCLP, or temporarily with notice to BCLP to stop service for the vacation period.
- h. For use of equipment which adversely affects BCLP's electric service to its other Customers.
- I. For refusal of reasonable access to property to the agent or employee of BCLP for the purpose of tree trimming, inspecting the facilities, or for testing, reading, maintaining, or removing meters.
- j. For fraudulent use of service.
- k. Failure to comply with the terms of a delinquent payment agreement.

A minimum of 48-hour advance written notice will be given the Customer before electric service is discontinued under this provision, except in the case of danger to life or property, when BCLP may discontinue service without notice.

13.2 EXCEPTIONS TO TERMINATION POLICY:

Residential electric service may not be terminated, and may be restored upon written notice by the Customer if terminated, where termination will cause or aggravate a serious illness or infirmity of a person living in the residence. Upon receipt of a physician's statement identifying the health infirmity or potential health hazard, BCLP will continue or restore residential electric service for the period set forth in the physician's statement or 60 days, whichever is less; provided, however, that the person whose health is threatened or illness aggravated may petition the City Council for an extension of time. During the period of continued electric service, the Customer is liable for the cost of the residential electric service. However, no action to terminate the electric service may be undertaken until expiration of the period of continued electric service.

BCLP will not terminate electric service except in an emergency to a residence in which the Customer or resident is known by BCLP to be using life-supporting equipment, without specific prior approval by the City Council. Any Customer eligible for such protection can obtain it by filing a written notice with BCLP, thereupon BCLP will mark and identify all meter boxes where such equipment is used.

BCLP will terminate residential electric service without notice where, in its judgment, a clear emergency or serious health or safety hazard exists for as long as such conditions exist, or where there is unauthorized use of or diversion of residential electric service or tampering with wires, meters, or other equipment owned by BCLP.

13.3 NOTICE REQUIREMENTS PRECEDING TERMINATION:

An electric service bill which has remained unpaid beyond the statement due date is a delinquent account. When an account is a delinquent account, BCLP, before termination, will inform the Customer of the delinquent status by noting such on the Customer's next statement. Where the Customer responds to a late notice, BCLP's collections personnel will investigate any disputed issue and will attempt to resolve that issue by negotiation. During this investigation and negotiation no other action shall be taken to terminate the electric service if the Customer pays the undisputed portion of the account.

At least ten calendar days prior to a proposed termination of electric service, BCLP will give written notice of disconnection for nonpayment to the Customer. The ten-day time period is computed from the date the notice is deposited in the mail. The notice will be mailed by first class mail for delivery to the Customer's mailing address of record and will contain a summary of the following information:

- (1) A statement of the Customer's rights and remedies;
- (2) Informal and formal procedures to dispute bills and to appeal adverse decisions, including BCLP's address and telephone number;
- (3) Specific steps that may be taken by the Customer to avoid termination (printed in a conspicuous fashion);
- (4) The date by which payment arrangements must be made to avoid termination;

Upon expiration of the notice of proposed termination, BCLP may terminate such electric service.

13.4 CUSTOMER REQUESTED TERMINATION:

Upon request by a Customer of BCLP to disconnect electric service, BCLP will disconnect the electric service within four working days of the requested disconnect date. The Customer shall not be liable for any electric services rendered to or at such address or location after the expiration of four such days.

A Customer who is not the occupant at the service location for which termination is requested, may be required to sign an affidavit that there are no tenants at the location for which termination is requested, at the time of making the termination request.

13.5 PROVISIONS APPLICABLE TO ALL CUSTOMERS:

If a BCLP employee is sent to the service location to disconnect the electric service for nonpayment, the Customer will be charged a Collect / Disconnect Fee.

Customers requesting re-establishment of electric service during normal business hours for service terminated or restricted under the provisions above shall pay a Reconnect Fee Regular Hours to BCLP before electric service is re-established. A Customer requesting re-establishment of terminated or restricted residential electric service at other times will be charged a Reconnect Fee After Hours.

The Reconnect Fee shall be waived if BCLP terminated electric service because of a clear emergency or the existence of a serious health or safety hazard resulting from conditions or circumstances beyond the control of the Customer, or in cases where termination of electric service is not performed in accordance with the provisions of BCLP's Electric Service Regulations.

The right to discontinue service for any of the reasons and under the conditions stated above may be exercised whenever and as often as such reasons may occur, and neither delay nor omission on the part of BCLP to enforce these rules at any time shall be deemed a waiver of its rights to enforce the same at any time, so long as the reason continues. BCLP has the right to employ or pursue all legal methods to ensure collections of obligations due it.

BCLP will restore electric service only when all of the following conditions are met:

- a. The cause of the discontinuance has been removed if that cause was for any reason other than for the nonpayment of proper charges when due.
- b. The Customer has paid all proper charges which are due, including the Reconnect Fee. In the event discontinuance is for non-payment, a cash or credit card payment for all charges due and owing will be required.

13.6 PROTOCOL FOR UTILITY DISCONNECTION FOR NON-PAYMENT:

Utilities will be disconnected in the following order:

- a. Complete water disconnection if possible or feasible;
- b. If water disconnection is not possible or feasible, then placement of an electrical limiter on the electric service;
- c. If an electrical limiter on the electric service is not possible or feasible, then complete electrical disconnection.
- d. If the bill is not paid after one week, then complete electrical disconnection.