

Rules,  
Regulations  
&  
Line  
Extension  
Policies

Trico Electric Cooperative, Inc.

Rules, Regulations and Line Extension Policies

Arizona Corporation Commission Decision No. 75976

Docket No. E-01461A-15-0363

Effective Date: March 1, 2017, as modified by Decision No. 77365, dated August 7, 2019, and  
Decision No. 77656, dated June 30, 2020

TRICO ELECTRIC COOPERATIVE, INC.  
RULES, REGULATIONS AND LINE EXTENSION POLICIES

PREFACE

Trico Electric Cooperative, Inc. (“Trico”) shall render electric service and extend its electric lines pursuant to these Rules, Regulations and Line Extension Policies (“RRLEP”), as approved by the Arizona Corporation Commission.

These RRLEP shall be effective on March 1, 2017, and shall supersede all previously approved versions. The provisions of part 2 of the RRLEP pertaining to Line Extensions shall apply to active applications for new electrical line extensions received or in process before March 1, 2017, including service upgrades and conversions. For the purpose of these RRLEP, an active application is one for which Trico has not completed construction of the line extension facilities, and for which service has not been connected (or energized).

These RRLEP shall apply in all cases except as modified by terms and conditions of rates or contracts approved by the Arizona Corporation Commission.

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## DEFINITIONS

1. **ABBREVIATIONS:** Certain references, organizations and regulatory agencies have been abbreviated to acronyms throughout as a matter of convenience.  
ACC - Arizona Corporation Commission  
NEC - National Electrical Code  
NESC - National Electrical Safety Code  
NRUCFC (CFC) or CFC - National Rural Utilities Cooperative Finance Corporation  
NWS – National Weather Service  
RRLEP – These Rules, Regulations & Line Extension Policies  
RUS - Rural Utilities Service
2. **ADVANCE IN AID OF CONSTRUCTION (ADVANCE):** Funds provided to the Cooperative by the Applicant under the terms of a line extension agreement the value of which may be refundable.
3. **AGREEMENT:** Synonymous with "Contract" as used herein.
4. **APPLICANT:** Any person, firm, agent, organization, corporation or governmental body applying for electric service from the Cooperative.
5. **APPLICATION:** A request to the Cooperative for electric service, as distinguished from an inquiry as to the availability or charges for such service.
6. **ARIZONA CORPORATION COMMISSION:** The regulatory authority of the State of Arizona having jurisdiction over Trico Electric Cooperative, Inc., abbreviated as “ACC” in these RRLEP.
6. **AUTOMATIC METER READING (AMR):** Automatic Meter Reading (AMR) is the remote collection of consumption data from Customers' utility meters using telephony, radio frequency, power-line and satellite communications technologies.
7. **BILLING DEPOSITS:** As used in Sections 119 through 126 of these RRLEP, it shall be deemed to mean deposits made by Customers as a guaranty of the payment of the bills for electric service rendered by the Cooperative.
8. **BILLING MONTH:** The period between any two regular readings of the Cooperative's meters at approximately 30 day intervals.
9. **BILLING PERIOD:** The time interval between two consecutive meter readings that are taken for billing purposes.
10. **CODES:** Applicable electric Codes may be the NEC the NESC any Rule or Regulation adopted by RUS, or by a City, Town, County and/or State authority. Any such permitting, clearance requirements or specification the Cooperative deems necessary and or prudent in accordance with sound engineering practices and safety guidelines.
11. **CONNECTED LOAD:** Total of the nameplate ratings or measured load of the electrical equipment connected to the electrical installation or system.
12. **CONTRIBUTION IN AID OF CONSTRUCTION (CONTRIBUTION):** Funds provided to the Cooperative by the Applicant under the terms of a line extension agreement or service connection Tariff, none of which is refundable.
13. **COOPERATIVE:** Trico Electric Cooperative, Inc.

14. COOPERATIVE EQUIPMENT: The service lines, meter installations, structures, devices, apparatus, hardware and other facilities installed by or on behalf of, and/or owned by, the Cooperative and/or other transmission and distribution facilities of the Cooperative's system.
15. COOPERATIVE'S SPECIFICATIONS: Established standards and requirements supplied to Customers to obtain, construct, or maintain their electric service equipment, in accordance with applicable Codes, sound engineering, construction and financial practices.
16. CUSTOMER: The person or entity in whose name service is rendered, as evidenced by the signature on the application or contract for that service, or by the receipt and/or payment of bills regularly issued in his name regardless of the identity of the actual user of the service.
17. CUSTOMER CHARGE: The amount the Customer must pay the Cooperative for the availability of electric service, excluding any electricity used, as specified in the Cooperative's Tariffs.
18. CUSTOMER'S SERVICE ENTRANCE: In general, all conductors, devices, apparatus, and hardware on the Customer's side of the Point of Delivery, except the Cooperative's meter installation.
19. DAY: Calendar day.
20. DEMAND: The rate at which power is delivered during any specified period of time. Demand may be expressed in kilowatts, kilovolt-amperes, or other suitable units.
21. DEVELOPER: Any individual, partnership, corporation, governmental agency, or other organization, funding and/or developing lots or parcels of land for use, sale or lease, either improved or unimproved with real property improvements on such lots or parcels.
22. DISTRIBUTION LINES: Any of the Cooperative's power system lines operated at distribution voltages below 69 kV.
23. EFFECTIVE DATE: The effective date of these RRLEP, as approved by the ACC.
24. ELECTRICAL SERVICE: The availability of electric energy, metered or otherwise, available to the Customer within established standards of voltage and frequency to the Point of Delivery.
25. ELDERLY: A person who is 62 years of age or older.
26. ENERGY: Electrical energy, expressed in kilowatt-hours (kWh).
27. HANDICAPPED: A person with a medically diagnosed physical or mental condition which substantially contributes to the person's inability to manage his or her own resources, carry out activities of daily living or protect oneself from neglect or hazardous situations without assistance from others.
28. ILLNESS: A medical ailment or sickness for which a residential Customer obtains a verifiable document from a licensed medical physician stating the nature of the illness and that discontinuance of service would be especially dangerous to the Customer's health.
29. INABILITY TO PAY: Circumstances where a residential Customer:
  - A. Is not gainfully employed and unable to pay; or
  - B. Qualifies for government welfare assistance, but has not begun to receive assistance on the date that the Customer receives his bill and can obtain verification of that fact from the government welfare assistance agency; and
  - C. Has an annual income below the published federal poverty level and can produce evidence of this; and

- D. Signs a declaration verifying that the Customer meets one of the above criteria and is either Elderly, Handicapped, or suffers from Illness.
30. **INTERRUPTIBLE ELECTRIC SERVICE:** Electric service that is subject to interruption as specified in the Cooperative's Tariff.
31. **KILOWATT (kW):** A unit of power equal to 1,000 watts.
32. **KILOWATT HOUR (kWh):** Electric energy equivalent to the amount of electric energy delivered in one hour when delivery is at a constant rate of 1 kilowatt.
33. **LINE EXTENSION:** The lines and equipment necessary to extend the electric distribution system of the Cooperative to provide service to one or more additional Customers.
34. **MASTER METER:** A meter for measuring or recording the flow of electricity that has passed through it at a single location where said electricity is distributed to tenants or occupants for their individual usage.
35. **MEMBER:** Any Member of the public, including person, firm, association, corporation and bodies politic or subdivision thereof, who has qualified for Membership as provided for in the By-Laws of the Cooperative.
36. **METER:** The instrument for measuring and indicating or recording the flow of electricity that has passed through it.
37. **METER INSTALLATION:** The meter(s) and auxiliary devices and hardware, if any, constituting the Cooperative's equipment needed to measure energy use and/or billing demand supplied to the Customer.
38. **METER TAMPERING:** Any situation where a meter or associated devices and wiring has been illegally altered. Common examples are but are not limited to; meter bypassing, use of magnets to slow the meter recording, and broken meter seals.
39. **MINIMUM CHARGE:** The amount the Customer must pay for the availability of electric service, including an amount of usage, as specified in the Cooperative's Tariffs.
40. **NEW SERVICE ESTABLISHMENT FEE:** A charge as specified in the Cooperative's Tariffs for service requiring new construction.
41. **PERIOD OF EXCESSIVE HEAT:** That period of time when the NWS has forecast that the HeatRisk will be "High" or "Very High" during the next five days. The Cooperative will use the HeatRisk as forecast for Tucson International Airport."
42. **PERMANENT SERVICE:** Electric service, which in the opinion of the Cooperative, is of a permanent and established character. The use of electricity may be continuous, intermittent, or seasonal in nature.
43. **PERSON:** Any individual, partnership, corporation, governmental agency, or other organization operating as a single entity.
44. **POINT OF DELIVERY:** The point where facilities (whether owned, leased, or under license by a customer) connect to the Cooperative's facilities, as denoted in the Cooperative's electric service specifications or by written agreement.
45. **POWER:** The rate of generating, transferring or using electric energy, usually expressed in kilowatts.
46. **PREMISES:** All of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided by public streets, alleys or railways.

47. **PROPER NOTICE:** Unless specified otherwise, a written message delivered by first class mail, via email, or in person by one party to the other at the recipient's last known address, the period of notice commencing from the date of email delivery or mailing.
48. **REGULAR HOURS:** The hours 8:00 a.m. to 4:30 p.m. Monday through Friday shall be considered regular hours, except for Cooperative holidays. However, service hours may be worked at hours different from those listed as regular hours.
49. **RESIDENTIAL USE:** Service to Customers using electricity for domestic purposes such as space heating, air conditioning, water heating, cooking, clothes drying, residential water well and other residential uses and includes use in apartment buildings, mobile home parks, and other multiunit residential buildings.
50. **SERVICE AREA:** The territory in which the Cooperative has been granted a Certificate of Convenience and Necessity (CC&N) and is authorized by the law to provide electric service.
51. **SERVICE AVAILABILITY CHARGE:** A charge for the purpose of maintaining adequate revenue to cover the operating costs of an extension of line whenever service is idle for all or part of the time or is in an environment that requires higher than average operating costs.
52. **SERVICE CONNECTION/DISCONNECTION:** The attachment/detachment of electric service by an authorized representative of the Cooperative including operation of Customer owned disconnect devices, if appropriate for safety reasons.
53. **SERVICE ESTABLISHMENT:** The establishment of electric service to the Customer when the Customer's facilities are ready and acceptable to the Cooperative and the Cooperative needs only to install or read a meter or turn the service on.
54. **SERVICE LINE:** The line extending from a distribution line or transformer to the Customer's premises or Point of Delivery.
55. **SERVICE RECONNECT CHARGE:** The charge as specified in the Cooperative's Tariffs which must be paid by the Customer prior to reestablishment of electric service each time the electricity is disconnected for nonpayment or whenever service is discontinued for failure otherwise to comply with the Cooperative's Tariffs, or these RRLEP.
56. **SERVICE REESTABLISHMENT CHARGE:** A charge as specified in the Cooperative's Tariffs for service at the same location where service disconnection was made for the same Customer.
57. **SINGLE FAMILY DWELLING:** A house, an apartment, a mobile home permanently affixed to a lot, or any other permanent residential unit which is used as a permanent home.
58. **SPINE FACILITIES OR BACKBONE FACILITIES:** A large capacity electric distribution system generally not directly connected to individual lots and designed, sized, and constructed to provide adequate service of the proper phase and voltage to the boundary of blocks or large parcels within an approved Master Planned Development in which such blocks or parcels are intended to be subdivided in the future into platted blocks or subdivisions for residential and commercial uses; or the large capacity electric distribution system required to serve an area comprised of a large subdivision or several subdivisions or many platted subdivisions which are not part of a Master Planned Development but which by their proximity to each other and by their zoned uses are similar in nature to a Master Planned Development, and in this event such spine system may be adjacent to individual lots.
59. **TARIFFS:** The documents filed with the ACC which list the services and products offered by the Cooperative and which set forth the terms and conditions and a schedule of the rates and charges, for those services and products.

60. **TEMPORARY SERVICE:** Service to premises or enterprises which are temporary in character, or where it is known in advance that the service will be of limited duration. Service which, in the opinion of the Cooperative, is for operations of a speculative character is also considered temporary service and will be required to make an advance for the cost of retiring the service .
61. **TERRITORIAL EXTENT:** The RRLEP will be effective and apply throughout the Service Area of the Cooperative by an order or orders of the ACC or by judgment of the courts of Arizona, or by the specific orders of approved rate Tariffs of the ACC, in which such event modifications shall govern where applicable.
62. **THIRD PARTY NOTIFICATION:** A notice sent to an individual or a public entity willing to receive notification of the pending discontinuance of service of a Customer of record in order to make arrangements on behalf of said Customer satisfactory to the Cooperative.
63. **TRICO:** Trico Electric Cooperative, Inc.
64. **WEATHER ESPECIALLY DANGEROUS TO HEALTH:** That period of time commencing with the scheduled termination date when the local weather forecast, as predicted by the National Oceanic and Atmospheric Administration, indicates that the temperature will not exceed 32 degrees Fahrenheit for the next day's forecast; or a Period Of Excessive Heat, as defined herein. The ACC may determine that other weather conditions are especially dangerous to health as the need arises.

## **PART 1.**

### **APPLICATION FOR ELECTRIC SERVICE**

#### **101. APPLYING FOR ELECTRIC SERVICE**

Trico may require a new Applicant for service to appear at Trico's offices at 8600 W. Tangerine Rd., Marana, Arizona, to produce proof of identity and sign the appropriate application form or contract before service is supplied by Trico.

#### **102. APPLICATION FOR SERVICE**

- A. The application for service form may require, but not necessarily be limited to, the following information:
  - 1. Name or names of Applicant(s).
  - 2. Service address or location and telephone number.
  - 3. Billing address/telephone number if different from service address.
  - 4. Address where service was previously provided and email address (when available)
  - 5. Date Applicant will be ready for service.
  - 6. Statement as to whether premises have been previously supplied with electric service, and if so, date service was discontinued and the reason therefore.
  - 7. Purpose for which service is used.
  - 8. Statement as to whether Applicant is owner, tenant or agent for the premises. For tenants, a copy of the signed rental agreement and contact information for owner.
  - 9. Information concerning the energy and demand requirements of the Customer.
  - 10. Type and kind of life support equipment used, or to be used, by the Customer.
  - 11. Applicant's social security number, driver's license number or other state issued identification.
  - 12. Applicant's verification of legal age.
  - 13. Name, phone number, relationship and address of Applicant's closest living relative not living in the home.
- B. Customer specific information shall not be released without specific prior written authorization unless the information is requested by law enforcement or other public agency, or is requested by the ACC or its Staff, or is reasonably required for legitimate account collection activities, or is necessary to provide safe and reliable service to the Customer.
- C. Where service is requested by two or more individuals at the same location, Trico has the right to collect the full amount owed from any one of the Applicants.
- D. In the absence of a signed application or contract for service, the supplying of electric service by the Cooperative and the acceptance thereof by the Customer shall be deemed to constitute an agreement by and between the Cooperative and Customer for furnishing and receiving electric service under the Cooperative's applicable rates, minimums and provisions for making electric service available.

### **103. DOUBTFUL PERMANENCY**

If, in the Cooperative's opinion, the nature of the Customer's requirement for electric service is doubtful as to whether it constitutes Permanent Service, then the Customer must enter into a contract with the Cooperative and pay the entire cost of construction, including any necessary equipment to serve the Customer (e.g., transformers and associated structures), as well as the cost of retirement of facilities to be installed for the purposes of providing service to the Customer.. The contract shall include provisions that when the permanent nature of the service has been established to the satisfaction of the Cooperative, the RRLEP that pertain to Permanent Service shall be applicable.

### **104. EXTENSION OF LINE REQUIRED**

When an extension of the Cooperative's electric lines is requested, the Cooperative shall advise the Applicant(s) of the provisions of the line extension policies in Sections 201-217, including the costs associated with the proposed line extension. Provisions of the line extension policy are limited to services applicable in the Cooperative's approved Tariffs, utility grade quality of power, and construction is limited to the Cooperative's construction standards. Provisions of the line extension policy are limited to the Cooperative's established alternating nominal distribution voltages 14.4/24.9 kV, Y-Y transformation and construction limited to the Cooperative's construction standards. Other distribution voltages and transmission voltages may be provided on case-by-case basis. The Cooperative has established alternating nominal transmission voltage of 69kV or 115kV that are available in many areas of the Cooperative's system.

### **105. SERVICE BEYOND SCOPE OF LINE EXTENSION POLICY**

When the service requested is different from the standard conditions as noted in Section 104 and elsewhere in this policy, service may be extended to the Applicant(s) under a separate contractual agreement which shall be filed with the ACC.

### **106. CONDITION FOR SUPPLYING SERVICE**

The Cooperative reserves the right to determine the conditions under which an extension will be granted. Conditions for service and extending service to the Customer will be based upon the following:

- A. Customer has wired his premises in accordance with the applicable Codes.
- B. Customer has installed the electric service entrance equipment in a suitable location and with suitable protection so that the loss of power or the partial loss of voltage, or phases does not damage the Customer's facilities, electric system, and or appliances.
- C. In case of temporary construction service, the electric service entrance equipment shall conform to 106.A and 106.E.
- D. All such installations shall be in accordance with the Cooperative's specifications and located at an outdoor location accessible to the Cooperative.
- E. Individual Customers may be required to have their property corner pins and/or markers installed to establish proper rights-of-way locations.
- F. Developers shall have all property corner pins and/or markers installed necessary to establish proper locations to supply electric service to individual lots within subdivisions.
- G. The Customer agrees to have his installation comply and continue to maintain compliance with the applicable Codes. The Customer will also provide, at their own expense all permitting, licensing, clearances and processes and periodic inspections under their control for which they are responsible, prior to the service being connected.

- H. The Customer will be responsible for the electric bills of all services.
- I. Customer agrees that failure to maintain compliance with the Codes is cause for disconnection of the service. Code compliance is required before service will be restored.
- J. A reduced starter acceptable to the Cooperative shall be installed by the Customer for all 200 HP motors and above and may be required by the Cooperative for motors 40 HP and above.

#### **107. IDENTIFICATION OF LOAD AND PREMISES**

The premises and electric load to be served by the Cooperative shall be clearly identified by the Customer at the time of application. If the service address is not recognized in terms of commonly used identification system, the Customer may be required to provide specific written directions and/or legal descriptions before the Cooperative shall be required to act upon a request for electric service. Existing electric with multiple services at the premises may require that the Customer provide the Cooperative's meter number for the service they wish to connect.

#### **108. IDENTIFICATION OF RESPONSIBLE PARTY**

The identity of the party(ies) responsible for accounts in the name of any Customer shall be established in a manner acceptable to the Cooperative. Any person applying for service to be connected in the name of or in care of another Customer shall furnish to the Cooperative acceptable written approval from that Customer guaranteeing payment of all bills under the account. Application for service by a minor shall be subject to written assurance of a party responsible for such service as required by the Cooperative. The Customer is responsible in all cases for service supplied to the premises until the Cooperative has received proper notice of the effective date of termination or transfer of service. The Customer shall also promptly notify the Cooperative of any change in billing address.

#### **109. ASSIGNMENT OF RATE TARIFF**

The Cooperative shall use its best efforts to assign the appropriate rate Tariff for the customer's service based on the available data at the time of the service application. The Cooperative shall use its best efforts to notify the Customer of the applicable rate Tariff if the Customer's service classification has changed after initial application, and shall not be required to refund the difference in charge under different rate Tariffs. Upon written notification of any material changes in the Customer installation or load conditions, the Cooperative will assist in determining if a change in rate Tariff is desirable, but not more than one such change at the Customer's request may be made within any 12-month period.

#### **110. TAMPERING WITH OR DAMAGING COOPERATIVE EQUIPMENT**

The Customer agrees, when accepting service, that no one except authorized Trico representatives shall be allowed to remove or replace any Cooperative equipment installed on the Customer's property. The Customer will be held responsible for any broken seals, tampering, or interfering with the Cooperative's meter(s), equipment, or property installed on the Customer's premises. The Customer will be held liable for any loss or damage occasioned or caused by the Customer's negligence, want of proper care or Customer's wrongful act or omission on the part of any of the Customer's agents, employees, licensees, or contractors. The Cooperative also has the right to refer any matter regarding tampering to the appropriate law enforcement authorities as a criminal matter, including for criminal damage to utility equipment.

#### **111. GROUNDS FOR REFUSAL OF SERVICE**

The Cooperative may refuse to establish service if any of the following conditions exist:

- A. The Applicant is indebted to the Cooperative and the Applicant has not paid the outstanding balance and fees in full.
- B. A condition exists which in the Cooperative's judgment is unsafe or hazardous to the Applicant, the general population, or the Cooperative's personnel or facilities.
- C. Applicant refuses to provide the Cooperative with a deposit when the Customer has failed to meet the credit criteria for waiver of deposit requirements.
- D. Customer is known to be in violation of any of the Cooperative's Tariffs filed with the ACC.
- E. Failure of the Customer to furnish such funds, service, equipment, and/or rights-of-way necessary to serve the Customer, and which the Cooperative has conditioned providing service upon.
- F. Applicant falsifies or misrepresents his or her identity for the purpose of obtaining service.
- G. Applicant is in violation of these RRLEP or any applicable Rule or regulation of the ACC or any applicable law, or is in default as to any prior agreement between the Applicant and the Cooperative.
- H. Customer has failed to comply with the Codes or permitting/inspection requirements.

**112. SCHEDULING OF SERVICE ESTABLISHMENT**

After an Applicant has complied with the Cooperative's application and deposit requirement, the requirements of Sections 104-106, and has been accepted for service by the Cooperative, the Cooperative shall schedule that Customer for service establishment.

**113. SERVICE ESTABLISHMENT EXCEPTION**

Service establishments shall be scheduled for completion within five working days of the date the Customer has been accepted for service, except in those instances when the Customer requests service establishment beyond the five working day limitation.

**114. SERVICE ESTABLISHMENT BY THE COOPERATIVE**

Service establishment shall be made only by a qualified Cooperative service representative or its agent or contractor.

**115. TEMPORARY SERVICE PAYMENT REQUIREMENTS**

Applicants for Temporary Service may be required to pay the Cooperative in advance of service establishment, a contribution in aid of construction, based on the estimated cost of installing and removing the facilities, less any salvage, necessary for furnishing the desired service. Temporary Service must meet the requirements of any and all applicable Codes as defined in these RRLEP.

**116. TEMPORARY SERVICE - LESS THAN ONE MONTH**

Where the duration of service is to be less than one month and the Applicant does not have any outstanding debts to the Cooperative, the Applicant may also be required to advance a sum of money equal to the estimated bill for service and a service establishment fee in lieu of a minimum-security deposit.

**117. TEMPORARY SERVICE - MORE THAN ONE MONTH**

Where the duration of service is to exceed one month, the Applicant may also be required to meet the deposit requirements of the Cooperative.

**118. CHANGE OF CLASSIFICATION**

If at any time during the term of the agreement for temporary services the character of a temporary Customer's operations change so that in the opinion of the Cooperative, the Customer is classified as permanent, the terms of the Cooperative's RRLEP applicable to Line Extensions will apply. Cost of retirement advance shall be refunded to the Customer once the service is no longer classified as temporary.

#### **119. BILLING DEPOSIT REQUIREMENTS**

The Cooperative will not require a deposit from an Applicant for service if the Applicant is able to meet any of the requirements below:

1. The Applicant has existing service with the Cooperative of a comparable nature, was not delinquent in payment (including returned payments) more than twice during the last 12 consecutive months, has not been disconnected for non-payment, nor had more than two insufficient funds checks, e-checks, credit card or other electronic payments declined.
2. The Applicant can produce a letter of credit from a current electric utility receiving service for a minimum of the past two years; and was neither delinquent in payment more than twice during the last 12 consecutive months of service nor was disconnected for non-payment.

#### **120. BILLING DEPOSIT RECEIPT**

The Cooperative may issue a nonnegotiable receipt to the Applicant for the billing deposit. The inability of the Customer to produce such a receipt shall in no way impair his right to receive a refund of the billing deposit, if it is reflected on the Cooperative's records.

#### **121. INTEREST ON BILLING DEPOSITS**

Billing Deposits shall be interest bearing; the interest rate and method of calculation is defined in the Schedule of Special Charges, Interest on Billing Deposits clause.

#### **122. BILLING DEPOSIT REFUND**

Billing deposits will automatically be refunded by applying the billing deposit and accrued interest to the account by the Cooperative after 12 consecutive months, during which time the Customer has not been delinquent more than two times in a 12-month period, or at the discretion of the Cooperative at any time before service is discontinued. Upon discontinuance of service, the Cooperative shall have a reasonable time, but not less than three working days (Monday through Friday excluding holidays) in which to read and remove its meters and to ascertain that the obligations of the Customer have been duly performed before being required to return a billing deposit. Upon final discontinuance of the use of the service and full settlement of all bills by the Customer, any billing deposit, not previously refunded, with accrued interest, (if any), in accordance with the provisions of this policy will be returned to the Customer or at the Cooperative election, it may be applied to the payment of any unpaid accounts of the Customer and the balance, (if any), returned to the Customer. Deposits paid due to tampering will be held for a minimum of two years or applied to the final bill, if service is terminated before the end of the two-year minimum.

Upon written request, an existing deposit may be transferred to another account holder if the deposit is eligible for refund or if a vacating customer wishes to transfer his/her deposit to the new tenant and the final bill has been paid in full.

#### **123. BILLING DEPOSIT AMOUNT**

The amount of a billing deposit required by the Cooperative shall be determined according to the following terms:

- A. Residential Customer billing deposits may be equal to no more than two times that of the Customer or customer class, estimated average monthly bill.

- B. Non-residential Customer billing deposits may be equal to no more than two and one-half times that of the Customer's estimated average monthly bill.

**124. BILLING DEPOSIT ADJUSTMENT**

- A. The Cooperative may review the Customer's usage after service has been connected and adjust the billing deposit amount based upon the Customer's actual usage.
- B. The Cooperative may require a residential Customer to establish or reestablish a billing deposit if the Customer has become delinquent in the payment of two monthly bills within a 12 consecutive month period or has been disconnected for service during the last 12 months.

**125. BILLING DEPOSIT PER METER**

A separate billing deposit may be required for each meter installed.

**126. BILLING DEPOSITS AND SERVICE SUSPENSION**

Customer billing deposits shall not prevent the Cooperative from terminating the agreement for service with a Customer, or suspending service for any failure in the performance of Customer obligations under the agreement for service, or any violation of the Cooperative's RRLEP in effect from time to time as approved by the ACC.

**127. OBLIGATIONS OF MEMBER**

In addition to the provisions of these RRLEP and the Cooperative's Tariffs, each Member shall be bound by the Articles of Incorporation and By-Laws of the Cooperative, as the same may be amended from time to time. Customers who elect not to become a Member shall be bound by these RRLEP and the Cooperative's Tariffs.

**128. MEMBERSHIP LIMIT**

No Customer may hold more than one membership and a membership may be held jointly by a legally married couple pursuant to the provisions of the By-Laws of the Cooperative.

**129. RESPONSIBILITY OF THE COOPERATIVE**

The Cooperative shall use reasonable diligence to provide or continue to provide electric service; but if in the event service fails, is interrupted, curtailed, becomes defective or becomes unlawful to provide, due to any cause that is beyond the reasonable control of the Cooperative (including from acts of God or the public enemy, accidents, strikes, labor troubles or by action of the elements, the inability to secure rights-of-way, governmental permits, or certificates, franchises or licenses) then the Cooperative will not be liable for any inability to provide such service. The Cooperative shall also not be liable to the Customer or any other person for damages resulting from failures, interruptions or defects of service or any consequential damages sustained by the Customer or person due to any such failure, interruption or defect of service.

**130. RATE TARIFFS**

The Cooperative shall make available, upon Customer request, the rate Tariff pursuant to which the Customer receives electric service from the Cooperative.

**131. TARIFFS AND RRLEP**

The Cooperative shall make available upon Customer request a summary of the Cooperative's Tariffs or the Cooperative's RRLEP concerning:

- A. Billing Deposits
- B. Termination of service
- C. Billing and collection

#### D. Complaint handling

These RRLEP will be effective and apply throughout the Service Area of the Cooperative by an order or orders of the ACC or by judgment of the courts of Arizona, or by the specific orders of approved rate Tariffs of the ACC, in which such event modifications shall govern where applicable.

#### **132. RECORD OF CONSUMPTION**

The Cooperative upon request of a Customer shall provide a statement of actual consumption by such Customer for each billing period during the prior 12 months unless such data is not reasonably attainable.

#### **133. CUSTOMER RIGHTS**

The Cooperative shall inform all new Customers of their right to obtain the information specified in Section 130, 131 and 132.

#### **134. RESPONSIBILITY OF THE CUSTOMER**

The Customer, in addition to the other responsibilities set forth in these RRLEP, shall be responsible for:

- A. Use of electric service.
- B. The repair or maintenance of Customer-owned equipment beyond the Point of Delivery, including any condition that adversely affects the Cooperative's service to the Customer or to others.
- C. Prompt notification to the Cooperative by the fastest available means of outages.
- D. Prompt notification to the Cooperative of any material changes in the Customer's installation or load conditions.
- E. Prompt notification to the Cooperative of any other conditions in the Customer's electric service resulting in substandard or irregular electric service.
- F. The Customer shall provide all utility easements and access as required under Section 145 at no cost to the cooperative.

#### **135. SERVICE CALL FEES**

In general, there is no charge to the Customer for service calls related to voltage problems, malfunctions of the Cooperative's equipment and other areas where the Cooperative is responsible. The Cooperative may charge a fee for the services defined below in accordance with the applicable Tariffs of the Cooperative. The amount of the service fee will be determined by the type of personnel needed and whether the work is performed during working or nonworking hours. Reasonable efforts will be made to advise the Customer about appropriate service call fees before the service call begins. Some examples of these service calls are (but are not limited to) the following:

- A. Each Customer may be charged a fee for the Service Establishment, reestablishment, or reconnection of utility services, including transfers of service or return trips in the event the initial trip was unsuccessful due to the fault of the Customer. The Service Establishment fee shall entitle the Customer to one service connection. The Service Establishment fee is non-refundable, non-transferable and does not apply against a final or any other bill rendered by the Cooperative to the Customer.
- B. A response to a power interruption call where it is determined that the Customer's equipment is at fault and there is electricity at the Point of Delivery.

- C. An interruption caused by the Customer's willful act or omission, negligence or failure of Customer-owned equipment, even though the Cooperative is unable to perform any work beyond the Point of Delivery.
- D. The Customer's service was previously disconnected for non-payment, unlawful use of service, misrepresentation to the Cooperative, unsafe conditions, threats to Cooperative personnel or property, failure to permit access, detrimental effects of Customer loads on the Cooperative system, failure to establish credit and/or sign an agreement for service, or any other reason authorizing the Cooperative to make such disconnection.
- E. A reestablishment of electric service to be reconnected when the same Customer who requested the service to be disconnected, remains a resident at the same premises.
- F. A return trip to the same premises when the Customer fails to comply with the Cooperative's conditions for supplying service or fails to supply access to the premises for the initial trip.

**136. SERVICE INTERRUPTION**

The Cooperative may temporarily suspend service to make repairs, replacements, maintenance, tests or inspections of Cooperative equipment or to make tests, inspections, connections or disconnections of Cooperative service. The Cooperative shall make reasonable efforts to notify the Customer about the need for and the duration of a planned service interruption, but it may suspend service in an emergency situation without prior notice to the Customer.

**137. DAMAGES TO THE COOPERATIVE**

In the event any of the causes of interruptions set forth in Section 135 or any negligence by the Customer or Customer's electric service cause damage to the Cooperative's property or personnel or the ability of the Cooperative to provide service to others, the responsible party shall be fully liable to the Cooperative therefor and the service charges set forth in such Sections shall not affect the right to recover the amount of such damages.

**138. SERVICE CHARGES DUE**

The service charges and damages referred to in Sections 135 and 137 shall be added to the Customer's monthly bill and be subject to collections and termination. The Customer must pay all charges for reconnection of any service disconnected for non-payment prior to reconnection.

**139. MOBILE HOME PARKS**

- A. The Cooperative shall have the right to refuse service to all new construction of and/or expansion of existing permanent residential mobile home parks unless the construction and/or expansion is metered to each unit by the Cooperative. This includes the Cooperative having the right to refuse any Master Meter arrangement for the expansion of such existing parks. Line extensions and service connections to serve such expansion shall be governed by the Line Extension and Service Connection Policy of the Cooperative.
- B. Permanent residential mobile home parks for the purpose of this Section shall mean mobile home parks where, in the opinion of the Cooperative, the average length of stay for an occupant is a minimum of six months.
- C. For the purposes of this Section, expansion means the addition of permanent residential spaces in excess of that existing at the effective date of this Section.

**140. RESIDENTIAL APARTMENT COMPLEXES, CONDOMINIUMS, AND OTHER MULTI-UNIT RESIDENTIAL BUILDINGS**

- A. Trico will not allow any Master Meter arrangement for construction of any new apartment complex, condominium, or multi-unit residential building unless:
  - 1. a centralized heating, ventilation and/or air conditioning system will serve all of the buildings within the apartment or condominium complex; and
  - 2. the contractor can provide to the Cooperative an analysis demonstrating that the central unit will result in a favorable cost benefit relationship.
- B. At a minimum, the cost/benefit analysis should consider the following elements for a central unit as compared to individual units:
  - 1. Equipment and labor costs
  - 2. Financing costs
  - 3. Maintenance costs
  - 4. Estimated kWh usage
  - 5. Estimated kW demand on a coincident demand and non-coincident demand basis (for individual units)
  - 6. Cost of meters and installation
  - 7. Customer account cost (one account vs. several accounts)

**141. CUSTOMER PROVIDED FACILITIES**

Each Customer obtaining service shall be responsible for all electric facilities on the Customer's side of the Point of Delivery, including the service entrance and the meter socket. In addition, Customers obtaining 200 amp or larger service may be responsible for the service lines as determined by the Cooperative.

**142. METER LOCATION**

Meters and service switches in conjunction with the meter shall be installed in a location where the meters will be readily and safely accessible for reading, testing and inspection and where such activities will not cause intolerable interference and inconvenience to the Customer. The Customer shall provide and maintain, without cost to the Cooperative, at a suitable and easily accessible location, sufficient and proper space for installation of meters as set forth in the Codes and/or Trico's specifications.

**143. METER SERVICE LINE ALTERATION**

Where the meter or service line location on the Customer's premises is changed at the request of the Customer or due to alterations on the Customer's premises, the Customer shall provide and have installed at his expense all wiring materials and equipment necessary for relocating the meter and service line connection and the Cooperative may make a charge not to exceed the actual cost for moving the meter and/or service line as set forth in Section 203.

**144. COOPERATIVE FACILITIES**

- A. The Cooperative shall provide facilities adequate to service the electric load agreed upon at the time of application for service or service upgrade in accordance with applicable Tariffs and electric utility standards, but not electric load added after the last effective service agreement. If the Customer has any question as to the adequacy of the Cooperative's electric facilities then the Customer is responsible to obtain whatever assurance necessary to alleviate those concerns and the Cooperative is obligated to advise the Customer of the process and, if necessary, costs to respond to the Customer's concerns.

- B. The cost of any service line in excess of the size or length required to provide adequate service shall be paid as set forth in Sections 104 and 105.

#### **145. RIGHTS-OF-WAY**

The Cooperative shall be granted rights-of-way and easement(s) over the property of the Customer, of sufficient width for the construction, maintenance, operation, repair, replacement, relocation, removal or use of any and all wire, poles, machinery, supplies, equipment, metering and regulating and other apparatus and fixtures necessary or convenient for the supplying of electric service to the Customer. The Cooperative shall be given safe and unimpaired access at reasonable times to the premises of the Customer for the purpose of reading meters, testing, repairing, relocating, removing or exchanging any or all equipment or facilities necessary to provide or remove electric service to the Customer. Immediate and unannounced access may be necessary when the Cooperative is dealing with an outage or emergency. The required easement(s) and access shall be conveyed to the Cooperative prior to service being made available to the Customer without cost to the Cooperative. The Cooperative may discontinue service after proper notice is issued if there are violations of the required safe and unimpaired access.

#### **146. OBLIGATION FOR RIGHTS-OF-WAY**

The Cooperative shall not be obligated to bear any part of the cost of obtaining rights-of-way, easements, licenses or permits. The Customer may be required to put up a non-interest bearing cost deposit(s) before work to obtain said rights-of-way can begin or continue. Any part of the deposit not used for obtaining rights-of-way may be applied toward and become part of the deposit required as set forth in Section 119 or Part 2 of this policy.

It is the Customer or Applicant's responsibility to obtain the right-of-way from all third parties; however, the Cooperative may assist when resources exist to do so, at the expense of the Customer. It is the Customer or Applicant's responsibility to notify the third parties, neighbor(s) and/or adjacent landowners of the design, surveying and construction activities that could affect them or their surroundings.

#### **147. CUSTOMER FACILITIES IN RIGHTS-OF-WAY**

When the Cooperative discovers that a Customer or his agent is performing work or has constructed facilities adjacent to or within an easement or rights-of-way and such work, construction or facility or establishes or owns any vegetation, ornamental or not, that obstructs or poses a hazard or is in violation of federal, state or local laws, ordinances, statutes, rules, regulations, Codes or Trico's specifications or significantly interferes with the Cooperative's access to equipment, the Cooperative shall notify the Customer or his agent and shall take whatever actions are necessary to eliminate the hazard, obstruction or violation at the Customer's expense.

#### **148. RIGHTS-OF-WAY EASEMENTS FOR ELECTRIC DISTRIBUTION AND SERVICE LINES**

The Cooperative shall construct or cause to be constructed and shall own, operate and maintain all electric distribution and service lines along public streets, roads and highways and on public lands and private property which the Cooperative has the legal right to occupy.

#### **149. RIGHTS-OF-WAY IN SUBDIVISIONS**

Rights-of-way and easements suitable to the Cooperative must be furnished by the developer at no cost to the Cooperative and in reasonable time to meet service requirements. No electric facilities shall be installed by the Cooperative until the final grades have been established and furnished to the Cooperative. In addition, the easement strips, alleys, and streets must be graded by the developer to standards determined by the Cooperative, before the Cooperative will commence construction. Such clearance and grading must be maintained by the developer during construction by the Cooperative.

## **150. RELOCATION OF FACILITIES**

If, subsequent to construction, the clearance or grade is changed in such a way as to require relocation of facilities, or if deemed advisable by the Cooperative to require changing any underground to overhead or overhead to underground, the cost of any damage, relocation, replacement and/or resulting repairs shall be borne by the developer or the property owner of the real property which adversely affected the Cooperative facilities.

## **151. SERVICE UPGRADE POLICY**

When the Cooperative receives written notification from the Customer of plans to upgrade an existing service panel or plans to increase the load demand or in any way alter the existing service configuration or source voltage, the Cooperative shall determine the ability and efficacy of its existing facilities to sustain safe, reliable, and adequate service to satisfy the Customer's service changes. The Cooperative will require load information and electrical data from the Customer and Cooperative will determine the alterations, upgrades, replacements, or additions of facilities, if any, required by the Cooperative to accommodate the Customer's changes. The Customer shall be charged the cost of construction, and labor associated with retirement of any existing facilities, for any service upgrade requiring material changes by the Cooperative. When in the Cooperative's opinion the existing facilities are eligible for replacement related to normal maintenance, a credit for the current value of the replacement materials may be given. The Cooperative shall apply a credit allowance exactly equal to the material and labor cost of any special equipment, such as transformers, required to serve the Customer. The cost of any line extension in excess of that allowed at no charge shall be paid for by the Applicant as a non-refundable Contribution in Aid of Construction. The conditions for supplying or refusing electric service in Sections 106 and 111, respectively, shall apply to service upgrades.

## **PART 2.**

### **LINE EXTENSIONS**

#### **201. STATEMENT OF POLICY**

The provisions of this policy shall define the conditions governing line extensions. Extensions of distribution or transmission facilities and lines of existing standard voltages necessary to furnish permanent electric service to Applicants and Customers of the Cooperative will be made by the Cooperative in accordance with the provision of this Part 2 and the Sections in Part 1 and 3 that are applicable, (e.g. 104, 105 and 364). These provisions shall apply throughout the entire Service Area of the Cooperative unless modified by the provisions of an effective rate Tariff or specific order of the ACC, in which cases the provisions of the rate Tariff or order shall govern to the extent applicable.

The Cooperative will construct, own, operate and maintain lines along public streets, roads and highways, which the Cooperative has the legal right to occupy, and on public lands and private property across which rights-of-way and easements satisfactory to the Cooperative may be obtained without cost to or condemnation by the Cooperative.

- A. Upon request by an Applicant for a line extension, the Cooperative shall prepare without charge, a preliminary sketch and rough estimate of the costs to be paid by the Applicant.
- B. Any Applicant for a line extension requesting the Cooperative to prepare detailed plans, specifications, or cost estimates, may be required to deposit with the Cooperative an amount equal to the estimated cost of preparation. The Cooperative, upon request, will make available within 90 days after receipt of the deposit referred to above, such plans, specifications, or cost estimates of the proposed line extension. Where the Applicant authorizes the Cooperative to proceed with the construction of the extension, the deposit shall be credited to the cost of construction; otherwise, the deposit shall be non-refundable. If the extension is to include oversizing of facilities to be done at the Cooperative's expense, appropriate details shall be set forth in the plans, specifications and cost estimates. Subdivisions providing the utility with approved plats shall be provided with plans, specifications, or cost estimates within 45 days after receipt of the deposit referred to in Section 208B.
- C. When the Cooperative requires an Applicant to contribute funds for a line extension, the Cooperative will furnish the Applicant with a line extension agreement.
- D. All line extension agreements requiring payment by the Applicant shall be in writing and signed by both parties.
- E. The provisions of this policy shall apply only to those Applicants who in the Cooperative's judgment will be a Permanent Service.
- F. In all applications of an equipment allowance of line extension costs, the equipment allowance shall follow the requirements of a Permanent Service Point of Delivery on the Customer's real property, at one location, unless multiple Points of Delivery are deemed by the Cooperative reasonable and economical.
- G. The Cooperative will charge a New Service Establishment Fee per service to each Applicant requiring construction of a new service, in accordance with the applicable approved Tariffs.

## **202. MINIMUM WRITTEN AGREEMENT REQUIREMENTS**

Each line extension agreement or cost letter, at a minimum, will include the following information:

- A. Name and address of Applicant
- B. Proposed service address and location
- C. Description of requested service
- D. Description and sketch of the requested service, line extension and if in a duly recorded real estate subdivision, of the subdivision with the lot numbers thereof
- E. A cost estimate is to include materials, labor, reasonable overhead, and other costs as necessary
- F. Payment terms
- G. A concise explanation of any refunding provisions if applicable
- H. Explanation of required easements, if any, or confirmation of existing easements adequate and legal for Trico's use prior to Trico's commitment to a line extension route and agreement
- I. After the easements are obtained and the agreement is signed, the Cooperative will provide the estimated number of days to start construction and the number of days needed to complete construction of the line extension
- J. Any service availability charge

## **203. LINE EXTENSION COSTS**

Line extension costs shall be established through use of a power line design program, and using Trico's historical costs, information, and data, to calculate the following:

- A. Material
- B. Direct labor
- C. Overhead: Overhead costs are represented by all the costs which are proper capital charges in connection with construction, other than direct material and labor costs such as:
  1. Indirect labor
  2. Engineering
  3. Transportation
  4. Taxes, e.g. (FICA, State & Federal Unemployment which are properly allocated to construction)
  5. Insurance
  6. Stores expense
  7. General office expenses allocated to costs of construction
  8. Power operated equipment
  9. Employee Pension and Benefits
  10. Margins
  11. Miscellaneous expenses properly chargeable to construction

- D. All extension agreements shall be signed by the Customer, and all applicable deposits and/or contributions in aid of construction shall be paid to the Cooperative, prior to construction.

#### **204. LINE EXTENSION MEASUREMENT**

Line extension measurement for design and cost purposes shall be along the most direct and practical route of construction required, and no equipment allowance shall be granted for any facility beyond the most direct and practical route to the nearest practical Point of Delivery as determined by the Cooperative.

#### **205. EXTENSION TO RESIDENTIAL CUSTOMERS**

- A. **Equipment Allowance:** Upon satisfactory completion of the required site improvements to demonstrate the permanent nature of the Applicant's installation, the Cooperative shall grant an equipment allowance not to exceed \$1,500 per Permanent Service, applied as a credit towards the Applicant's line extension fees. In addition, the Cooperative shall apply an allowance exactly equal to the material and labor cost of any transformers and metering equipment, required to serve the customer. The Applicant shall pay for the cost of any line extension, in excess of that allowed at no charge, as a non-refundable Contribution in Aid of Construction. If the calculated cost of the line extension does not exceed the maximum amount of the equipment allowance, the equipment allowance shall be exactly equal to the calculated cost of the line extension and is exclusive and non-transferable.
- B. **Line Extensions:** Upon the payment of the required non-refundable Contribution in Aid to Construction for the construction of the line extension, the Cooperative will make extensions to residential Applicants from its existing overhead or underground facilities of proper voltage and adequate capacity capable of serving the Customer.
- C. **Underground Extensions:** The Applicant shall provide, at Applicant's expense, the trenching, backfilling (including any imported backfill required), compaction, repaving, earthwork, conduit systems, pull boxes or other preparation for all electrical apparatus necessary for the installation of underground facilities, all in accordance with the specifications and schedules of the Cooperative.
- D. **Cost of Extension Difference from Actual:** Within 60 days after the completion of construction, inspection and closeout of the line extension, the Cooperative may advise the Customer in writing of the actual costs of the line extension. In the event the actual costs are less than the calculated costs, the Cooperative shall promptly refund the Customer the difference within 30 days. In such event if the actual costs are greater than the calculated costs, the difference will be billed by the Cooperative in the next monthly statement of the Customer rendered by the Cooperative for electric service, or by an invoice if, for example, the line extension customer is a party not receiving electric service from the Cooperative.

#### **206. EXTENSION TO NON-PERMANENT RESIDENTIAL CUSTOMERS**

- A. **Equipment Allowance:** Upon satisfactory completion of the required site improvements to demonstrate the permanent nature of the Applicant's installation, the Cooperative shall apply an allowance exactly equal to the material and labor cost of any transformer and metering equipment required to serve the Customer. The Applicant shall pay for the cost of any line extension, in excess of that allowed at no charge, as a non-refundable Contribution in Aid of Construction. If the calculated cost of the line extension does not exceed the maximum amount of the equipment

allowance, the equipment allowance shall be exactly equal to the calculated cost of the line extension and is exclusive and non-transferable.

- B. Line Extensions: Upon the payment of the required non-refundable Contribution in Aid to Construction for the construction of the line extension, the Cooperative will make extensions to non-permanent residential Applicants from its existing overhead or underground facilities of proper voltage and adequate capacity capable of serving the Customer.
- C. Underground Extensions: The Applicant shall provide, at Applicant's expense, the trenching, backfilling (including any imported backfill required), compaction, repaving, earthwork, conduit systems, pull boxes or other preparation for all electrical apparatus necessary for the installation of underground facilities, all in accordance with the specifications and schedules of the Cooperative.
- D. Cost of Extension Difference from Actual: Within 60 days after the completion of construction, inspection and closeout of the line extension, the Cooperative may advise the Customer in writing of the actual costs of the line extension. In the event the actual costs are less than the calculated costs, the Cooperative shall promptly refund the Customer the difference within 30 days. In such event if the actual costs are greater than the calculated costs, the difference will be billed by the Cooperative in the next monthly statement of the Customer rendered by the Cooperative for electric service, or by an invoice if, for example, the line extension customer is a party not receiving electric service from the Cooperative.

**207. EXTENSION TO GENERAL SERVICE 3 AND 4 CUSTOMERS**

- A. Equipment Allowance: A Customer with an applicable rate Tariff of General Service 3 (GS3) or General Service 4 (GS4) is not eligible for an equipment allowance whatsoever, and is wholly responsible for the full-calculated cost of any line extension, which the Customer will pay as a non-refundable Contribution in Aid to Construction.
- B. Line Extensions: Upon the payment of the required non-refundable Contribution in Aid to Construction for the construction of the line extension, the Cooperative will make extensions to GS3 and GS4 Applicants from its existing overhead or underground facilities of proper voltage and adequate capacity capable of serving the Customer.
- C. Underground Extensions: The Applicant shall provide, at Applicant's expense, the trenching, backfilling (including any imported backfill required), compaction, repaving, earthwork, conduit systems, pull boxes or other preparation for all electrical apparatus necessary for the installation of underground facilities, all in accordance with the specifications and schedules of the Cooperative.
- D. Cost of Extension Difference from Actual: Within 60 days after the completion of construction, inspection and closeout of the line extension, the Cooperative may advise the Customer in writing of the actual costs of the line extension. In the event the actual costs are less than the calculated costs, the Cooperative shall promptly refund the Customer the difference within 30 days. In such event if the actual costs are greater than the calculated costs, the difference will be billed by the Cooperative in the next monthly statement of the Customer rendered by the Cooperative for electric service, or by an invoice if, for example, the line extension customer is a party not receiving electric service from the Cooperative.

**208. OVERHEAD OR UNDERGROUND DISTRIBUTION FACILITIES WITHIN DULY-RECORDED REAL ESTATE SUBDIVISIONS OR COMPARABLE UNRECORDED DEVELOPMENT**

- A. General Statement: With respect to overhead or underground distribution facilities within a duly recorded subdivision, the Cooperative will be responsible for the construction of the electric facilities for Residential Customers. All Commercial Customers within subdivision will be covered by Sections 201 through 204, and either Section 207 or 209 (whichever is applicable). In the event the extension is underground the Developer of the recorded subdivision shall provide and install at Developer's expense the trenching, backfilling (including any imported backfill required), compaction, repaving, earthwork, conduit systems, pull boxes, and other preparation for electrical apparatus necessary for the installation of underground facilities, all in accordance with the specifications and schedules of the Cooperative. At its option, the Cooperative may elect at the Developer's expense to perform the necessary activities to fulfill the Developer's responsibility hereunder; provided, the expense to the Developer is equal to or less than the expense in the event the Developer performed such activities.
- B. Application Fee: The Developer shall pay a \$75 per lot non-refundable application fee before the Cooperative shall be obligated to commence the electric design for the subdivision, including planning or design of off-site facilities. For extensions in subdivisions not directly connected to facilities providing service to subdivision lots, but that will be connected to the Cooperative's facilities providing service to subdivision lots ("Spine Facilities" or "Backbone Facilities"), the Cooperative shall collect a nonrefundable application fee equal to the design, inspection, and rights-of-way costs. In that case, the fee will be calculated to serve such Spine Facilities, or five percent of the total calculated cost to construct, design, inspect, and obtain right-of-way, of such Spine Facilities, whichever is greater.
- C. Agreement: Distribution facilities will be constructed by the Cooperative within a subdivision or development in advance of application for Permanent Service, after the Cooperative and the Developer of the subdivision or development have entered into a written contract which provides, among other things, for:
  - 1. Equipment Allowance for Developers: The Cooperative shall apply an allowance exactly equal to the material and labor cost of any transformers required to serve the future Customers. The Applicant will pay for the cost of any line extension, in excess of that allowed at no charge, as a non-refundable Contribution in Aid of Construction. If the calculated cost of the line extension does not exceed the maximum amount of the equipment allowance, the equipment allowance shall be exactly equal to the calculated cost of the line extension and is exclusive and non-transferable.
  - 2. Contribution in Aid of Construction: The total calculated installed cost of such distribution facilities and Spine Facilities, exclusive of transformers, shall be paid to the Cooperative as a non-refundable Contribution in Aid of Construction. The total calculated installed cost shall include all electric facilities that include Spine Facilities or Backbone Facilities required and sized to serve the total construction of the subdivision or development, and may include all or a portion of off-site facility extensions or off-site facility improvements which the Cooperative has deemed necessary to serve the subdivision or development. The Developer shall be required to install all

conduit systems, equipment and transformer basements, and furnish and install all concrete equipment pads per the Cooperative's requirements, including all such conduit and associated facility to the service side of any customer applying for service before the Cooperative is obligated to serve said Customer. The non-refundable lot application fee required per Section 208.B shall be deducted from the total calculated installed cost. A written agreement with a term of five years commencing from the date of completion of construction of these electric facilities, shall be executed by the Developer and the Developer shall pay Trico all deposits in the amounts stated in the agreement prior to the installation of the electric facilities. If after five years, from the completion of the construction of the distribution facilities the development is not complete, the Cooperative shall have the right to execute and record a lien on the unsold portion of the property to secure: (1) the payment by the Developer to the Cooperative of any existing and new service availability charges, which is the fixed fee set forth in the applicable Tariff for idle services; or (2) the cost to the Cooperative to retire or abandon the unused facilities, whichever in the Cooperative's opinion is in the best interest of the Cooperative; or (3) the Cooperative shall have the right to retire any or all of the idle facilities it deems necessary, with proper notice, in accordance with Section 364.

3. Actual Cost of Construction. Within 60 days after the completion of construction, inspection and closeout by the Cooperative of the facilities to serve the subdivision or development, the Cooperative may advise the Developer in writing of the actual costs of such construction. In the event the actual costs are given to the Customer and such actual costs are less than the calculated cost for which payment has been made by the Developer to the Cooperative, the Cooperative shall promptly refund to the Developer the difference. In such event if such actual costs are greater than such calculated cost, the Cooperative shall invoice to Customer and the Customer shall promptly pay such invoiced amount.

- D. Service to Residential Customer: Each residential customer or his or her agent (Applicant) within duly recorded real estate subdivisions will be required to make application for service in accordance with Sections 201-205.

## **209. ALL OTHER EXTENSIONS.**

A non-refundable Contribution in Aid of Construction for line extensions is required for all other line extensions of any class or type not otherwise provided in these RRLEP, but which are covered by the standard offer provisions of Section 104. The following formula will determine the amount of the Applicant's non-refundable Contribution in Aid of Construction for such extensions. If the amount calculated below is zero or negative, no Contribution in Aid of Construction is required for provision of electric service.

Cooperative's Allowable Investment = Annual Revenue / Return Factor

Total Project Cost = Direct Cost + System Cost

Applicant's Contribution = Total Project Cost – Cooperative's Allowable Investment

Where:

- Direct Cost = The cost of distribution or transmission facilities necessary to provide electric service to Customer, determined by estimating all necessary expenditures, including, but not limited to, metering, services, transformers, and rearrangement of existing electrical facilities. This cost includes only the cost of the above-mentioned facilities that are necessary to provide service to the particular customer requesting service and does not include the costs of facilities necessary to meet future anticipated load growth, or to improve the service reliability in the general area for the benefit of existing and future customers.
- System cost = Cooperative's average allocated investment costs associated with Customer's on-peak and off-peak demands as approved in Cooperative's most recent rate case for the appropriate class of Customer. Investment cost accounts considered in determining the allocated investment costs are those applicable 300 series FERC accounts and other rate base items, including plant held for future use, cash working capital, materials and supplies, prepayments, customer deposits, reserve for insurance and other cost-fee capital.
- Annual Revenue = Estimated annual revenue from Customer computed from estimated demand and kWh, excluding fuel cost and sales tax.
- Return Factor = Fixed charge rate, including O&M, taxes, insurance, necessary to convert an annual revenue stream to the total revenue associated with estimated life of project.

The Cooperative's Allowable Investment will be determined based on Annual Revenue for the current 12-month period.

## **210. CONVERSION OF EXISTING LINE**

- A. To the extent the provisions of Arizona Revised Statutes, Title 40, Chapter 2, Article 6.1 ("Article 6.1") are applicable, a conversion of overhead to underground lines shall be made pursuant to Article 6.1.
- B. In the event that Article 6.1 is not applicable, when requested by Customer or Customers to convert all or a portion of distribution lines from single-phase to three-phase overhead, or single phase to three-phase underground or from overhead to underground, the following shall be applicable to such conversion:
  1. The Customer(s) shall provide all utility easements and access as required by Section 145 at no cost to the Cooperative.
  2. The Customer(s), at the Customer's (Customers') expense, shall provide the trenching, backfilling (including any imported backfill required), compaction, repaving, earthwork, conduit systems, pull boxes or other preparation for all electrical apparatus necessary for the installation of underground facilities, in accordance with the specifications and schedules of the Cooperative and local

codes and shall perform all street, curb and sidewalk repairs at the Customer's expense in accordance with local jurisdiction prior to the Cooperative's commencement of the conversion.

3. The Customer(s) shall pay to the Cooperative a Contribution in Aid of Construction the cost of the existing line at present value, less credit for salvage, if any, plus retirement cost, plus any applicable line extension costs, less any applicable equipment allowances, prior to the start of construction.
4. The Customer(s) shall sign any additional agreements, which may include a consensual lien to secure payment of all unpaid obligations of the Customer(s) pursuant to this Section 210, which shall be recorded in the office of the county recorder.

#### **211. ADVANCES UNDER PREVIOUS RRLEP AND CONTRACTS**

At the time these new RRLEP are approved by the ACC all existing agreements, contracts, or cost letters with or to customers shall remain in effect in accordance with the term or time period stated in those agreements, contracts, or cost letters; and amounts advanced under the conditions established by a Section previously in effect shall remain nonrefundable or will be refunded in accordance with the requirements of such effective contract under which the advance was made.

#### **212. EXTENSIONS FOR TEMPORARY SERVICE**

Extensions for Temporary Service (including for operations of a speculative character or questionable permanency) will be made in accordance with the provisions pertaining to Temporary Service set forth in Section 115 through 118.

#### **213. SPECIAL OR EXCESS FACILITIES**

Under these RRLEP, the Cooperative shall install only those facilities which it deems are necessary to render service in accordance with the rate Tariffs. Where the Customer requests facilities which are in addition to, or in substitution for, the standard facilities which the Cooperative normally would install, the extra cost thereof shall be paid by the Customer.

#### **214. PRIMARY VOLTAGE SERVICE**

When the Cooperative agrees to provide primary service to a new or existing Customer, the Point of Delivery shall be determined solely by the Cooperative. The Customer shall provide the entire distribution system between the Point of Delivery and the Customer's load, unless otherwise specified in the written agreement between the Customer and the Cooperative (where the agreement shall provide for facilities charge(s), for the Cooperative's distribution on the Customer's side, from the Point of Delivery). The system will be treated as primary service for the purposes of billing. The Cooperative reserves the right to approve or require modification of the Customer's distribution plan or system prior to installation and connection with Trico's system. Instrument transformers, meters, poles and all other equipment associated with the primary service metering will be installed by the Cooperative at the Customer's expense. The Customer and the Cooperative will agree on who will pay for the facilities on the Customer's side (load side) of the Point of Delivery. Facilities charge(s) as part of the monthly power bill will include applicable charges for operations, maintenance, depreciation, customer expense, administration expense, and rate of return. Unless otherwise set forth in the written agreement between the Customer and the Cooperative, the Customer will pay, as a Contribution in Aid of Construction, 100 percent of the cost of any line extension – as well as any and all upgrades to the distribution and transmission facilities between the nearest existing Trico power facility capable of providing for the Customer's load and the point of delivery, of such size and capacity required to serve the Customer, less any oversize or excess facilities constructed for the Cooperative's system needs. The Customer will have the option to pay

for the cost of all upgrades to the nearest existing facilities that may not otherwise be capable of providing the requested load to the Customer's requested Point of Delivery if it would be the least cost to the Customer.

#### **215. PROTECTIVE EQUIPMENT**

The Customer shall provide, own, and maintain such protective equipment necessary to ensure isolation of the Customer's service from the Cooperative's system due to abnormal conditions. It is the responsibility of the Customer to provide protection and/or power -conditioning devices required to provide the quality of power necessary for optimum performance of voltage-sensitive equipment. Voltage sensitive equipment is defined as equipment that does not function with utility grade power, e.g. computers. Some motors may be sensitive to the loss of a phase. It is the Customer's responsibility to protect their equipment from loss of voltage, phase, frequency, or deviation in standard voltage.

#### **216. CUSTOMER GENERATION EQUIPMENT**

- A. A Customer installing any means of stand-by generation, which is not intended to become interconnected with the Cooperative's service, shall install a double-throw transfer switch that will prevent connection of the Customer's equipment to the Cooperative's power system.
- B. A Customer installing any generation equipment intended to operate in parallel with the Cooperative's electric system, must meet all the provisions of the Cooperative's policies and guidelines. The Customer shall make no connections to the electric system without specific inspection and approval by the Cooperative and shall enter into a parallel operation, power sale and interconnection agreement with the Cooperative.
- C. The Cooperative shall be notified to inspect, and if satisfactory, approve said connection. Any unapproved installations shall be grounds for immediate disconnection of the Customer's service.

#### **217. RELOCATION OF COOPERATIVE FACILITIES**

When the Cooperative is requested to relocate its facilities for the benefit and/or convenience of a Customer, the Customer shall reimburse the Cooperative for the total cost of the work to be performed prior to the start of construction. When the relocation involves underground facilities, the Customer's responsibilities in Section 210 shall apply.

## **PART 3.**

# **METER READING, BILLING, COLLECTION AND TERMINATION OF SERVICE PROCEDURES**

### **301. FREQUENCY OF METER READING**

The Cooperative reserves the right to read meters on a schedule less frequent than monthly where the location is so remote or inaccessible that fewer actual readings are in the best interest of operating economy. However, in no event will meters be read less frequently than every three months. Every attempt shall be made to read meters monthly on as close to the same day as practical. However, meter readings may be scheduled for periods of not less than 25 days or more than 35 days.

### **302. ESTIMATION OF BILL, FIRST AND SECOND MONTH**

If the Cooperative is unable to read the meter on the scheduled meter read date, the Cooperative will estimate the consumption for the first and, if applicable, the second billing period thereafter in accordance with the Estimation Methodology Tariff, Schedule EM as approved by the ACC.

### **303. ESTIMATION OF BILL AFTER SECOND MONTH**

After the second consecutive month of estimating the Customer's bill for reasons other than severe weather, the Cooperative will make every attempt to secure an accurate reading of the meter.

### **304. ESTIMATED BILLS**

Subject to the provisions of Section 306, estimated bills will be issued according to Trico's Estimation Methodology Tariff, Schedule EM and under the following conditions:

- A. Labor shortages or work stoppages beyond the control of the Cooperative.
- B. Severe weather conditions or emergencies or which prevent the Cooperative from reading the meter.
- C. Circumstances that make it dangerous or impossible to read the meter, including but not limited to: locked gates, blocked access to meters, threatening or abusive customers, vicious or dangerous animals or missing meters.
- D. Failure of customer who reads his own meter to deliver his meter reading to the Cooperative in accordance with the requirements of the Cooperative billing cycle.
- E. To facilitate timely billing for customers using load profiles.

### **305. NOTICE OF ESTIMATION**

Each bill based on estimated usage will indicate that it is an estimated bill.

### **306. RECORD OF CONSUMPTION**

The registration of the Cooperative's meter at the Customer's Point of Delivery shall constitute evidence of the amount of energy and/or billing demand used by the Customer, except where unmetered service is supplied. However, in the event of failure of the Cooperative's meter or inability of an authorized representative of the Cooperative to obtain an actual reading, a reasonable estimate shall be made per Section 302.

### **307. RATE TARIFFS BASED ON SINGLE POINT OF DELIVERY**

Unless otherwise specifically provided in the rate Tariff or by contract, each of the Cooperative's rate Tariffs are based upon the supplying of electric service to one Customer at a single Point of Delivery and at a single voltage and phase classification, and any additional service supplied to the

same Customer at other Points of Delivery or at a different voltage of phase classification shall be separately metered and billed, except as provided in Section 317.

**308. MEASURING OF ELECTRIC SERVICE**

All energy sold to Customers, and except that sold according to fixed charge Tariffs, shall be measured by commercially acceptable measuring devices owned and maintained by the Cooperative, except where it is impractical to install meters, such as street lighting or security lighting, or where otherwise authorized by the ACC.

**309. MORE THAN ONE METER**

When there is more than one meter at a location, the service and metering equipment shall be so tagged or plainly marked as to indicate the location metered.

**310. METER MULTIPLIERS**

Meters which are not direct reading shall have the multiplier plainly marked on the meter, meter panel or meter base.

**311. RECORDING METER DATA**

All data taken from recording meters shall be marked with the date of the record, meter number, Customer information, data multiplier, transformer multiplier(s), date removed and items measured.

**312. METER SETTINGS**

Metering equipment shall not be set "fast" or "slow" to compensate for supply transformer or line losses.

**313. CUSTOMER REQUESTED REREADS**

The Cooperative, at the Customer's request, will reread that Customer's meter once within 10 working days after such request by the Customer.

**314. REREAD CHARGE**

The Cooperative may charge the Customer for any reread at a rate on file and approved by the ACC in Trico's Schedule of Special Charges, if the original reading was not in error. When a reading is found to be in error, the reread shall be at no charge to the Customer.

**315. ACCESS TO CUSTOMER PREMISES**

The Cooperative shall at all times have the right of safe ingress to and egress from the premises at all reasonable hours for any purpose reasonably connected with the Cooperative's property used in furnishing service, reading meters, and the exercise of any and all rights secured to it by law or these RRLEP. The Cooperative will continue to check the meter, including Automated Meters, periodically or for cause. Failure on the part of the Customer to comply with these RRLEP for access to its meter may lead to the discontinuance of service. An authorized agent/representative of the Cooperative, is authorized to enter any premises using Trico's electricity to inspect the use and quality of the electricity (A.R.S. § 40-431), to read meters, and to connect or disconnect services (A.A.C. R14-2-211).

**316. FREQUENCY AND METHODS OF BILLING.**

The Cooperative shall bill monthly for services rendered by sending the bill via the United States Mail, e-mail, posting to a secure website or other acceptable means of delivery.

**317. COMBINING OF METER READINGS**

Each meter at a Customer's premises will be considered separately for billing purposes, and the readings of two or more meters will not be combined unless otherwise provided for in the Cooperative's Tariffs.

### **318. MINIMUM BILLING INFORMATION**

Each bill for residential service will contain the following minimum information:

- A. Date and meter reading at the start of the billing period or number of days in the billing period
- B. Date and meter reading at the end of the billing period
- C. Billed usage and demand
- D. Rate Tariff number/designation
- E. Cooperative's telephone number
- F. Customer's name
- G. Service account number
- H. Amount due and due date
- I. Past due amount and subject to termination date
- J. Adjustment factor, where applicable
- K. Taxes
- L. The ACC's address.

### **319. BILLING TERMS**

All bills for electric service are due and payable no later than 15 days from the date the bill is rendered as evidenced in Section 320. The Cooperative shall consider any bill delinquent when payment is not received within this time frame and the Customer may incur a late payment charge.

### **320. EVIDENCE OF RENDERING DATE**

For purposes of this Section, the date a bill is rendered may be evidenced by:

- A. The postmark date
- B. The mailing date
- C. The billing date shown on the bill (however, the billing date shall not differ from the postmark or mailing date by more than two days)
- D. The transmission date of electronic bills

### **321. DELINQUENT BILLS**

All delinquent bills for which payment has not been received within five days shall be subject to the provisions of the Cooperative's termination procedures.

### **322. PLACE OF PAYMENT**

All payments shall be made at or mailed to the office of the Cooperative or to the Cooperatives authorized payment agency. Payments can also be made by credit card, e-check, bank draft or recurring credit card payments. No payment shall be deemed made until received by the Cooperative. A service fee may be required on credit card and e-check transactions.

### **323. APPLICABLE RATE TARIFF**

Each Customer shall be billed under the applicable Tariff indicated in the Customer's application for service.

### **324. FAILURE TO RECEIVE BILLS/NOTICES**

Failure by the Customer to receive bills or notices, which were properly placed in the United States mail, by secure website, by e-mail or other acceptable means of delivery, shall not prevent such bills from becoming delinquent nor relieve the Customer of his obligations therein.

### **325. COMMENCEMENT DATE**

Charges for service commence when the service is installed and connection made, whether used or not.

### **326. METER ERROR CORRECTIONS**

If any meter, after testing, is found to be more than three percent three percent in error, either fast or slow, proper correction between three percent three percent and the amount of the error shall be made of previous readings and adjusted bills shall be rendered according to the following terms:

- A. For the period of three months immediately preceding the removal of such meter from service for testing, or from the time the meter was in service since last tested, but not exceeding three months since the meter shall have been shown to be in error by the test.
- B. From the date the error occurred, if the date of the cause can be definitely fixed.

### **327. METER TEST / BILLING ADJUSTMENT**

No adjustment shall be made by the Cooperative except to the Customer last served by the meter tested.

### **328. CUSTOMER REQUESTED METER TESTS**

The Cooperative shall test a meter upon Customer request, and the Cooperative shall be authorized to charge the Customer for such meter test according to the Tariff on file and approved by the ACC. However, if the meter is found to be in error by more than three percent, no meter-testing fee will be charged to the Customer.

### **329. UNAUTHORIZED CONNECTIONS/ALTERATIONS**

No person, except a representative acting on behalf of the Cooperative shall alter, remove or make any connections to the Cooperative's meter or service equipment.

### **330. METER SEALS**

No meter seal may be broken or removed by anyone other than an authorized representative of Trico acting on behalf of the Cooperative. However, the Cooperative may give its consent to break or remove the seal by an approved electrician, employed by a Customer, when deemed necessary to the Cooperative.

### **331. METER TAMPERING AND THEFT OF POWER**

In cases of tampering with meter installations, interfering with the proper working thereof; or any other theft of service by any person, or evidence of any such tampering, interfering, theft, or service diversion, including the falsification of Customer read meter readings; that service shall be liable to immediate discontinuance of service.

### **332. TAMPERING AND THEFT CHARGES**

Pursuant to Arizona Revised Statutes, Sections 40-491 through 40-495, the Cooperative shall be entitled to collect from the Member/Customer whose name the service is in, the appropriate rate for all power and energy not recorded on the meter as the result of such tampering, or other theft of service, and also any additional security deposits as well as all expenses incurred by the Cooperative for property damages, investigation of the illegal act, and all legal expenses and court costs if necessary. Arizona law allows Trico to collect triple damages from power thieves.

### **333. ALTERNATIVE METHODS OF PAYMENT**

Customers may pay their bills for electric service furnished them by the Cooperative in the following alternative methods:

- A. Payment by cash, bank cashier's check, bank certified check, valid personal check or electronic check drawn on a commercial bank insured by the Federal Deposit Insurance Corporation or a savings and loan association insured by the Federal Savings and Loan Insurance Corporation.
- B. Payment by a valid credit card accepted by the Cooperative. Payment by credit card shall not be deemed accepted by the Cooperative unless and until authorized by the bank administering the use of the credit card for the Customers.
- C. A service fee may be required on electronic transactions.

**334. PAYMENT TRANSACTION RETURN OR CHARGE BACK**

The Cooperative shall be allowed to recover a fee, as approved by the Commission, for each instance where Customer tenders payment for electric service with an insufficient funds check, payment transaction return or charge back.

**335. METHODS OF PAYMENT AFTER RECEIPT OF TRANSACTION RETURN OR CHARGE BACK**

When the Cooperative is notified by the Customer's bank that there is a payment transaction return tendered for electric service, the Cooperative may require the Customer to make payment in cash, by money order, cashier's check, or other means which guarantee the Customer's payment to the Cooperative.

**336. CUSTOMER'S OBLIGATION TO RENDER PAYMENT**

A Customer who tenders payment transaction return shall in no way be relieved of the obligation to render payment to the Cooperative under the original terms of the bill nor defer the Cooperative's provision for termination of service for nonpayment of bills. In the event a Customer makes a partial payment, the Cooperative may accept the partial payment and apply it on the Customer's account. However, the Customer shall remain liable to the Cooperative for the unpaid portion of the account and for the purpose of these RRLEP; only full payment shall be deemed to constitute payment.

**337. PAYMENT TRANSACTION RETURN OR CHARGE BACK LIMITATION**

Only cash, money order or cashier's checks will be accepted if two insufficient funds checks, transaction returns or charge backs have been received by the Cooperative within a twelve-month period in payment of any billing. A returned check cannot be paid with another check.

**338. PAYMENT TRANSACTION RETURN OR CHARGE BACK LIMITATION AND TERMINATION OF SERVICE**

Electric service will be subject to disconnect following the procedure as set forth in Section 355 for payment transaction return or charge backs that have not been made good.

**339. LEVELIZED BILLING PLAN**

The Cooperative, at its option, may offer its Customers a levelized billing plan.

**340. LEVELIZED BILLING PLAN REQUIREMENTS**

If the Cooperative offers a levelized billing plan, the Cooperative shall develop, upon the Customer's request, an estimate of the Customer's levelized billing for a 12-month period based upon:

- A. Customer's actual consumption history, which may be adjusted for increased past usage and abnormal conditions such as weather variation.
- B. For new Customers, the Cooperative will estimate consumption based on the Customer's anticipated load requirements.

- C. The Cooperative's Tariffs approved by the ACC applicable to that Customer's class of service.

**341. LEVELIZED BILLING PLAN INFORMATION TO CUSTOMER**

The Cooperative shall provide the Customer a concise explanation of how the levelized billing estimate was developed, the impact of levelized billing on a Customer's monthly electric bill, and the Cooperative's right to adjust the Customer's billing for any variation between the Cooperative's estimated billing and actual billing.

**342. MINIMUM INFORMATION ON MONTHLY LEVELIZED BILL**

For those Customers being billed under a levelized billing plan, the Cooperative shall show at a minimum, the following information on the Customer's monthly bill:

- A. Actual consumption
- B. Amount due for actual consumption
- C. Levelized billing amount due
- D. Accumulated variation in actual versus levelized billing amount

**343. ADJUSTMENTS TO LEVELIZED BILLS**

The Cooperative may adjust the Customer's levelized billing in the event the Cooperative's estimate of the Customer's usage and/or cost should vary significantly from the Customer's actual usage and/or cost; such review to adjust the amount of the levelized billing may be initiated by the Cooperative or upon Customer request.

**344. DEFERRED PAYMENT PLAN**

The Cooperative, prior to termination, may offer to qualifying residential Customers a deferred payment plan for unpaid bills.

**345. DEFERRED PAYMENT PLAN AGREEMENT TERMS**

Each deferred payment agreement entered into by the Cooperative and the Customer due to the Customer's Inability to Pay an outstanding bill in full shall provide that service will not be discontinued if:

- A. Customer agrees to pay a reasonable amount of the outstanding bill at the time the parties enter into the deferred payment agreement.
- B. Customer agrees to pay all future bills for utility service in accordance with the billing and collection Tariffs of the Cooperative, unless otherwise noted the deferred portion of the unpaid balance will be due at the same time as normal monthly bills; the deferred balance will be included as a line item on the bill.
- C. Customer agrees to pay a reasonable portion of the remaining outstanding balance in installments over a period not to exceed six months.

**346. DETERMINING INSTALLMENT PAYMENT SCHEDULE**

For the purposes of determining a reasonable installment payment schedule under these RRLEP, the Cooperative and the Customer shall consider the following conditions:

- A. Size of the account
- B. Customer's ability to pay
- C. Customer's payment history
- D. Length of time that the debt has been outstanding
- E. Circumstances which resulted in the debt being outstanding

- F. Any other relevant factors related to the circumstances of the Customer

### **347. ESTABLISHMENT OF AGREEMENT/TERMINATION DATES**

Any Customer who desires to enter into a deferred payment agreement shall execute such agreement prior to the Cooperative's scheduled termination date for nonpayment of bills; Customer failure to execute a deferred payment agreement prior to the scheduled termination date shall not prevent the utility from discontinuing service for nonpayment. A deferred payment agreement may include a late payment charge as approved by the ACC in a Tariff proceeding.

### **348. REQUIREMENTS OF DEFERRED PAYMENT AGREEMENT**

If a Customer has not fulfilled the terms of a deferred payment agreement, the Cooperative shall have the right to disconnect service pursuant to the Cooperative's termination of procedures and, under such circumstances, it shall not be required to offer subsequent negotiation of a deferred payment agreement prior to disconnection.

### **349. CHANGE OF OCCUPANCY**

Not less than three working days advance notice must be given to the Cooperative to discontinue service or to change occupancy.

### **350. OUTGOING PARTY RESPONSIBILITY**

The outgoing party shall be responsible for all electric service provided and/or consumed up to the scheduled turn-off date. The outgoing party is also responsible for providing access to the meter so that Trico may obtain a final meter reading.

### **351. NON-PERMISSIBLE REASONS TO TERMINATE ELECTRIC SERVICE**

The Cooperative will not disconnect service for any of the reasons stated below:

- A. Delinquency in payment for services rendered to prior Customer at the premises where service is being provided, except in the instance where the prior Customer continues to reside on the premises.
- B. Failure of the Customer to pay for services or equipment, which are not regulated by the ACC.
- C. Failure to pay for a bill to correct a previous under billing due to an inaccurate meter or meter failure if the Customer agrees to pay over a reasonable period of time.
- D. The Cooperative will not terminate residential service where the Customer has an inability to pay and is making arrangements for payment, alternative power supply, or to relocate the resident, in the event that:
  - 1. The Customer can establish through medical documentation that, in the opinion of a licensed medical physician, termination would be especially dangerous or life threatening to the Customer or a permanent resident residing on the Customer's premises, health, or
  - 2. Life supporting equipment used in the home that is dependent on electric service for operation of such apparatus, or
  - 3. Where Weather Especially Dangerous To Health as defined herein or as determined by the ACC occurs.
- E. Residential service to ill, elderly, or handicapped persons who have an Inability to Pay will not be terminated until all of the following have been attempted:
  - 1. The Customer has been informed of the availability of funds from various government and social assistance agencies of which the Cooperative is aware.

2. A third party previously designated by the Customer has been notified and has not made arrangements to pay the outstanding electric bill, provided that the Customer, or a third person designated by the Customer, uses his or her best efforts to obtain funds to pay the Cooperative's bills from various governmental or social assistance agencies which are known to them.
  3. Arrangements or attempts to receive utility assistance must be made prior to the termination date on the bill. Payment guarantees from government or social assistance agencies must be received by the Cooperative via fax or e-mail prior to termination. Any balance not paid by the assistance or guaranteed payment, is the responsibility of the Customer and subject to termination in accordance with Section 355.
- F. A Customer utilizing the provisions of D. or E. above may be required to enter into a deferred payment agreement with the Cooperative within 10 days after the scheduled termination date.
- G. Disputed bills where the Customer has complied with the ACC's Rules on Customer bill disputes.

**352. TERMINATION OF SERVICE WITHOUT NOTICE**

Electrical service may be disconnected without advance written notice under the following conditions:

- A. The existence of an obvious and imminent hazard to the safety or health of the Customer or the general population or the Cooperative's personnel or facilities.
- B. The Cooperative has evidence of meter tampering, theft of service, or damage or loss to the Cooperative's property pertaining to the service to the Customer.
- C. Failure of a Customer to comply with the curtailment procedures.
- D. An emergency requiring immediate discontinuance of service.
- E. Generator installations not approved by the Cooperative.

**353. RESTORATION OF SERVICE**

The Cooperative shall not be required to restore service until the conditions which resulted in the termination have been corrected to the satisfaction of the Cooperative.

**354. SERVICE TERMINATION WITHOUT NOTICE RECORD KEEPING**

The Cooperative shall maintain a record of all terminations of service without notice. This record shall be maintained for a minimum of one year and shall be available for inspection by the ACC.

**355. TERMINATION OF SERVICE WITH NOTICE**

The Cooperative may disconnect service to any Customer for any reason stated below, as per the notice requirements set forth in these RRLEP.

- A. Customer violation of any of the Cooperative Tariffs.
- B. Failure of the Customer to pay a delinquent bill for electric service.
- C. Failure to meet or maintain the Cooperative's deposit requirements.
- D. Failure of the Customer to provide the Cooperative reasonable access to its equipment and property.
- E. Customer breach of a written contract for service between the Cooperative and Customer.

- F. When necessary for the Cooperative to comply with an order of any governmental agency having such jurisdiction.
- G. When a hazard exists which is not imminent, but in the opinion of the Cooperative, it may cause personal injury or property damage.
- H. When the service installation fails to meet Codes per Section 106. G.
- I. Failure by the Customer to pay for damages, caused by the Customer, to the Cooperative's property or personnel.
- J. Failure of the current occupant to transfer service into his/her name, if there is sufficient evidence that the current account holder is deceased.

**356. SERVICE TERMINATION WITH NOTICE RECORD KEEPING**

The Cooperative shall maintain a record of all terminations of service with notice. This record shall be maintained for one year and be available for ACC inspection.

**357. TERMINATION NOTICE**

The Cooperative shall not terminate electric service to any of its Customers without providing advance written notice to the Customer of its intent to disconnect service, except under those conditions specified where advance written notice is not required.

**358. ADVANCE WRITTEN NOTICE INFORMATION REQUIRED**

Such advance written notice shall contain, at a minimum, the following information:

- A. The name of the person whose electric service is to be terminated and the address where service is being rendered
- B. An explanation of the violation thereof or the amount of the bill which the Customer has failed to pay in accordance with the payment policy of the Cooperative, if applicable.
- C. The date on or after which service may be terminated.
- D. A statement advising the Customer to contact the Cooperative's office at 8600 West Tangerine Road and/or telephone for information regarding any deferred payment or other procedures which the Cooperative may offer or work out some other mutually agreeable solution to avoid termination of the Customer's electric service.
- E. A statement advising the Customer that the Cooperative's stated reason for the termination of services may be disputed by contacting the Cooperative at 8600 West Tangerine Road, Marana, Arizona, and/or telephone advising the Cooperative of the dispute and making arrangements to discuss the cause for termination with a responsible representative of the Cooperative in advance of the scheduled date of termination. The responsible representative shall be empowered to resolve the dispute and the Cooperative shall retain the option to terminate service after affording this opportunity for a meeting and concluding that the reason for termination is just and advising the Customer of his right to file a complaint with the ACC.

**359. THIRD PARTY NOTIFICATION**

Where applicable, a copy of the termination notice will be simultaneously forwarded to designated third parties.

**360. TIMING OF TERMINATION WITH NOTICE**

The Cooperative shall give at least five days advance written notice prior to the termination date.

**361. DELIVERY OF NOTICE OF TERMINATION REQUIREMENT**

Such notice shall be considered given to the Customer when a copy thereof is left with the Customer or posted first class in the United States mail, addressed to the Customer's last known address.

**362. SERVICE TERMINATION DATE**

If after the period of time allowed by the notice has elapsed and the delinquent account has not been paid nor arrangements made with the Cooperative for the payment thereof, or in the case of a violation of the Cooperative's RRLEP the Customer has not satisfied the Cooperative that such violation has ceased, the Cooperative may then terminate service on or after the day specified in the notice without giving further notice.

**363. SERVICE TERMINATION BY COOPERATIVE**

The service may only be disconnected by an authorized representative of the Cooperative, by a means acceptable to the Cooperative.

**364. RETIREMENT OF FACILITIES**

A. Retirement of facilities upon termination of service: The Cooperative shall have the right (but not the obligation) to remove any or all of its property (e.g. electric facilities) installed on the Customer's premises upon the termination of service. Customer's property (e.g. meter pedestal) attached to the Cooperatives property will be left on the Customer's premises unless other arrangements are made. If the Customer requests that electric facilities remain on Customer's premise they shall be obligated to pay monthly Customer charges or minimums in accordance with the applicable rate Tariff.

B. Retirement of idle facilities: Whenever service is idle for all or part of the time or is in an environment that requires higher than average operating costs the Cooperative shall have the right (but not the obligation) to remove any or all of its property (e.g. electric facilities) installed on the Customer's premises. The Cooperative will give proper notice of retirement of facilities as set forth for termination in Sections 360 and 361. If the Customer requests that electric facilities remain on Customer's premise they shall be obligated to pay monthly Customer charges or minimums in accordance with the applicable rate Tariff.

**365. LANDLORD/TENANT RULE**

In situations where service is rendered at an address different from the mailing address of the bill or where the Cooperative's Landlord/Tenant Agreement exists and that the landlord is the Customer of the Cooperative, and where the landlord as a Customer would otherwise be subject to disconnection of service, the Cooperative will not disconnect service until the following actions have been taken:

- A. Where it is feasible to provide service, the Cooperative, after providing notice as required in these RRLEP, shall offer the occupant the opportunity to subscribe for service in his or her own name. If the occupant then declines to subscribe, the Cooperative may disconnect service pursuant to the RRLEP.
- B. The Cooperative will not attempt to recover from a tenant or condition service to a tenant with the payment of any outstanding bills or other charges due upon the outstanding account of the landlord.
- C. If Trico terminates services to a tenant for non-payment by a tenant, and if a Landlord/Tenant Agreement exists, then the Cooperative will, upon request, reconnect at no charge to the Landlord's name – if the Landlord has no outstanding debts due to the Cooperative.

**366. ADDITIONAL RULES FOR TERMINATION OF SERVICE**

- A.** Notwithstanding Part 3 subsections 351, 355 through 362, herein, the Cooperative will:
1. Not disconnect residential service to a Customer:
    - a. If the local weather forecast includes a Period Of Excessive Heat or weather conditions that the ACC has determined, by order, are especially dangerous to health;
    - b. If the Customer has paid at least half of the Customer's outstanding bill balance within the last 25 days; or
    - c. The Customer's outstanding bill balance is less than or equal to \$75.00; and
  2. Provide notice of the following, using the Customer's preferred method of communication on file, to a Customer whose service would be disconnected except for subsection (A)(1):
    - a. That the Customer would have been disconnected if not for subsection (A)(1) above;
    - b. The reason that the Cooperative is not permitted to disconnect service;
    - c. That the Customer has continued financial responsibility for the charges accruing to the account for energy used;
    - d. The potential actions the Customer may take to prevent the disconnection of service when subsection (A)(1) no longer applies; and
    - e. The requirement to enter into a payment plan as specified in subsection (C) below.
- B.** The Cooperative will not disconnect residential service unless the Cooperative's office is open to the public on the day of disconnection and the day following the day of disconnection.
- C.** A Customer whose service disconnection was prevented by subsection (A)(1) shall be required, after the no disconnect period set forth in subsection (A)(1) has ended, to either pay the outstanding bill balance or enter into a payment plan with the Cooperative in which the Customer agrees to pay the outstanding bill balance in installments over a period of four months and to keep the Customer's account current. The Cooperative will not impose any late fees or interest on any past due amounts that would otherwise accrue during the period of June 1 through October 15.
- D.** If a Customer is delinquent on the account and has a deposit with the Cooperative, the Cooperative will use the deposit to pay the delinquent amount before disconnecting service, then allow the Customer time to repay the deposit in installments over a period of four months.

## **PART 4. ADMINISTRATIVE AND HEARING REQUIREMENTS**

### **401. INVESTIGATION OF CUSTOMER SERVICE COMPLAINTS**

The Cooperative shall make a full and prompt investigation of all service complaints made by its Customers.

### **402. RESPONSE TIME ON COMPLAINTS**

The Cooperative shall respond to the complainant within five working days as to the status of the Cooperative's investigation of the complaint.

### **403. NOTIFICATION OF COMPLAINT INVESTIGATION FINDINGS**

The Cooperative shall notify the complainant of the final disposition of each complaint. Upon request of the complainant, the Cooperative shall report the findings of its investigation in writing.

### **404. RIGHT OF APPEAL**

The Cooperative shall inform the Customer of his right of appeal to the ACC.

### **405. RECORDING REQUIREMENTS OF COMPLAINTS**

The Cooperative shall keep a record of all written service complaints received which shall contain, at a minimum, the following data:

- A. Name and address of complainant
- B. Date and nature of complaint
- C. Disposition of the complaint
- D. A copy of any correspondence between the Cooperative, the Customer, and/or the ACC.

This record shall be maintained for a minimum period of one year and shall be available for inspection by the ACC.

### **406. CUSTOMER BILL DISPUTES**

Any Cooperative Customer who disputes a portion of a bill rendered for Cooperative service shall pay the undisputed portion of the bill and notify the Cooperative's designated representative that such unpaid amount is in dispute prior to the delinquent date of the bill.

### **407. COOPERATIVE'S RESPONSIBILITIES ON BILL DISPUTES**

Upon receipt of the Customer notice of dispute, the Cooperative shall:

- A. Notify the Customer within five working days of the receipt of a written dispute notice.
- B. Initiate a prompt investigation as to the source of the dispute.
- C. Withhold disconnection of service until the investigation is completed and the Customer is informed of the results. Upon request of the Customer, the Cooperative shall report the results of the investigation in writing.
- D. Inform the Customer of his right of appeal to the ACC.

### **408. CUSTOMER'S RESPONSIBILITY UPON INVESTIGATION COMPLETION**

Once the Customer has received the results of the Cooperative's investigation the Customer shall submit payment within five working days to the Cooperative for any disputed amounts owed to the

Cooperative. Failure to make payment shall be grounds for termination of service as outlined in Section 355.

**409. RESOLUTION OF SERVICE AND/OR BILL DISPUTES BY THE ARIZONA CORPORATION COMMISSION**

- A. In the event a Customer and the Cooperative cannot resolve a service and/or bill dispute, the Customer may file a written statement of dissatisfaction with the ACC; by submitting such notice to the ACC, the Customer shall be deemed to have filed an informal complaint against the Cooperative.
- B. The Cooperative may implement normal termination procedures if the Customer fails to pay all bills rendered during the resolution of the dispute by the ACC.
- C. The Cooperative shall maintain a record of written statements of dissatisfaction and their resolution for a minimum of one year and make such records available for ACC inspection.