

**ELECTRIC RATE SCHEDULES
OF
BOUNTIFUL CITY LIGHT & POWER (BCLP)
BOUNTIFUL, UTAH**

Effective for usage as of July 1, 2022

**Approved by the City Council on:
June 21, 2022**

**ELECTRIC RATE SCHEDULES
BOUNTIFUL CITY LIGHT & POWER
BOUNTIFUL, UTAH**

RATE SCHEDULES - STANDARD RATES

1. RESIDENTIAL SERVICE
2. COMMERCIAL SERVICE
3. TEMPORARY SERVICE (50 AMPS OR LESS)
4. MUNICIPAL SERVICE (ONLY FOR BOUNTIFUL CITY ACCOUNTS)

RATE SCHEDULES - OTHER RATES (these require the approval of BCLP)

2. COMMERCIAL SERVICE – SMALL / SEASONAL
5. MOBILE HOME AND HOUSE TRAILER PARK SERVICE
6. SECURITY AREA LIGHTING
7. POLE ATTACHMENTS
8. STREET LIGHTING
10. NET METERING SERVICE
11. FEED-IN TARIFF SERVICE
12. NET METERING HYBRID SERVICE

FEES

100. FEES

**BOUNTIFUL CITY LIGHT & POWER (BCLP)
ELECTRIC RATE SCHEDULE NO. 1 (ER)
RESIDENTIAL SERVICE
BOUNTIFUL, UTAH**

AVAILABILITY: At any point on BCLP's interconnected system where there are facilities of appropriate voltage and adequate capacity.

APPLICATION: This schedule is for alternating current, single-phase or three-phase electric service, supplied at approximately 120 / 240, 120 / 208, or 277 / 480 volt electric service through a kilowatt-hour meter at a single point of delivery for all electric service required on the premises for residential purposes as determined by BCLP.

Where 50% or more of the electrical energy supplied to a dwelling is used regularly for business, professional, or other gainful purposes, the electric service will be classified as commercial. However, if the wiring is so arranged that the electric service for residential purposes can be metered separately, this schedule will be applied to that portion of the electric service.

CONNECT FEE: All customers applying for electric service will be charged a connect fee. New installations will include the cost of the meter and its installation in the connect fee. Fees are listed in Rate Schedule No. 100.

MONTHLY BILL:

Monthly Customer Charge: \$12.36 per Electrical Service Connection

Energy Charge:
\$0.0824 per KWH for the first 400 KWH used
\$0.1053 per KWH for all additional KWH used

DEMAND: Not required.

DEPOSIT: Residential customers may be required to furnish a deposit in accordance with the Electric Service Policies of BCLP. Deposits are listed in Rate Schedule No. 100.

ELECTRIC SERVICE POLICIES: Electric service under this schedule will be in accordance with the terms of the Electric Service Agreement between the customer and BCLP. The Electric Service Policies of BCLP will be considered as forming a part of and incorporated in said Agreement.

**BOUNTIFUL CITY LIGHT & POWER (BCLP)
ELECTRIC RATE SCHEDULE NO. 2 (ES, EX, EC)
COMMERCIAL SERVICE
BOUNTIFUL, UTAH**

AVAILABILITY: At any point on BCLP's interconnected system where there are facilities of appropriate voltage and adequate capacity.

APPLICATION: This schedule is for alternating current, single phase or three-phase electric service, supplied at BCLP's available voltage, but not more than 12,470 volts, through a kilowatt-hour meter at a single point of delivery for each electric service required on the premises for non-residential purposes as determined by BCLP. Service under this Schedule is required for common areas associated with residential complexes.

CONNECT FEE: All customers applying for electric service will be charged a connect fee. New installations will include the cost of the meter and its installation in the connect fee. Connect fees are listed in Rate Schedule No. 100.

CLASSIFICATION: An electric service will be classified as Small Commercial No Demand or Small Commercial if demand does not exceed 30 KW; if demand exceeds 30 KW it will be classified as Large Commercial.

MONTHLY BILL:

Commercial Small with No Demand (ES):

Monthly Customer Charge:	\$16.48 per Month per Electrical Service Connection
Energy Charge:	\$0.1132 per KWH

Commercial Small with Demand of 30 KW or less (EX):

Monthly Customer Charge:	\$16.48 per Month per Electrical Service Connection
Demand Charge:	\$9.1402 per KW for each KW in excess of 15 KW
Energy Charge:	\$0.1132 per KWH for the first 1,500 KWH used \$0.0655 per KWH for all additional KWH used

Commercial Large with Demand Greater than 30 KW (EC):

Monthly Customer Charge:	\$61.80 per Month per Electrical Service Connection
Demand Charge:	\$17.6606 per KW for each KW
Energy Charge:	\$0.0401 per KWH for all KWH used

DEMAND: The KW as shown by or computed from the readings of BCLP's demand meter, for the 15 minute period of customer's greatest use during the month, determined to the nearest KW.

DEPOSIT: Commercial customers are required to furnish a deposit in accordance with the Electric Service Policies of BCLP. Deposits are listed in Rate Schedule No. 100.

ELECTRIC SERVICE POLICIES: Electric service under this Schedule will be in accordance with the terms of the Electric Service Agreement between the Customer and BCLP. The Electric Service Policies of BCLP will be considered as forming a part of and incorporated in said Agreement.

POWER FACTOR CORRECTION: The Commercial Service KWH rate is based on the customer maintaining a power factor of 95% or higher lagging at time of maximum use as determined by measurement. If the power factor is found to be less than 95% lagging, the monthly KWH consumption as recorded by BCLP's meter will be increased by 1% for every 1% the power factor is less than 95%.

SMALL SEASONAL SERVICE (requires BCLP approval) (ES): Small Seasonal Service is for customers with non-permanent structures that are used seasonally and supplied by a line extension. This service will only be supplied under this schedule at BCLP's discretion. All approved customers will be charged an Activate and Deactivate Fee in advance. Fees are listed in Schedule No. 100 - Fees.

Monthly Customer Charge: \$16.48 per Month per Electrical Service Connection

Energy Charge: \$0.1132 per KWH for all KWH used.

**BOUNTIFUL CITY LIGHT & POWER (BCLP)
ELECTRIC RATE SCHEDULE NO. 3 (ET)
TEMPORARY SERVICE (50 AMPS OR LESS)
BOUNTIFUL, UTAH**

AVAILABILITY: To any Customer requiring a temporary power connection of 50 amps or less at any point on BCLP's interconnected system where there are facilities of appropriate voltage and adequate capacity. Any customer requiring a larger amp electric service will have to provide their own electric service equipment.

APPLICATION: This schedule is for construction power only, and includes: the rental of a pre-assembled electric service connection loop for providing temporary 120 / 240, 120 / 208, or 277 / 480 volt electric service, whichever is more readily available as determined by BCLP; and alternating current single phase electric service, supplied at BCLP's available voltage through a kilowatt-hour meter at a single point of delivery for each electric service required on the premises for non-residential purposes as determined by BCLP.

ELECTRIC SERVICE CONDITIONS: BCLP will furnish and install a pre-assembled electric service loop consisting of housing, necessary receptacles, GFI breakers, circuit-breakers, meter socket, conduit, wire, grounding material, and connectors. The pre-assembled electric service loop will meet all provisions of the National Electrical Code as required for permanent installations. The electric service loop may be either bonded to or attached with conduit straps to an existing distribution pole, or may be a pedestal type, which ever is applicable. All 120 volt electric service from BCLP's temporary boards will be through a GFI breaker.

If BCLP's temporary electric service facilities are tampered with, by-passed, misused, or damaged in any way, BCLP may immediately disconnect or remove the temporary electric service facilities and bill the customer for the full cost of any repairs or replacements.

CONNECT FEE: All customers applying for electric service will be charged a connect fee. New installations will include the cost of the meter and its installation in the connect fee. Fees are listed in Rate Schedule No. 100.

ACTIVATE AND DEACTIVATE FEE: A fee covering the activation and future deactivation of the electrical service shall be payable in advance each time a preassembled electric service loop installation is connected to BCLP's electric service facilities. Fees are listed in Rate Schedule No. 100.

MONTHLY BILL:

Monthly Equipment Rental:	\$32.96 per Month per Electrical Service Connection
Monthly Customer Charge:	\$16.48 per Month per Electrical Service Connection
Energy Charge:	\$0.1132 per KWH for all KWH used

DEPOSIT: Commercial customers are required to furnish a deposit in accordance with the Electric Service Policies of BCLP. Deposits are listed in Rate Schedule No. 100.

ELECTRIC SERVICE POLICIES: Electric service under this Schedule will be in accordance with the terms of the Electric Service Agreement between the Customer and BCLP. The Electric Service Policies of BCLP will be considered as forming a part of and incorporated in said Agreement.

**BOUNTIFUL CITY LIGHT & POWER (BCLP)
ELECTRIC RATE SCHEDULE NO. 4 (BS)
MUNICIPAL SERVICE (ONLY FOR BOUNTIFUL CITY ACCOUNTS)
BOUNTIFUL, UTAH**

AVAILABILITY: At any point on BCLP's interconnected system where there are facilities of appropriate voltage and adequate capacity.

APPLICATION: This schedule is only for Bountiful City municipal accounts, and is for alternating current, single-phase or three-phase electric service, supplied at approximately 120 or 240 volts on an unmetered basis at a single point of delivery for all electric service required for municipal purposes as determined by BCLP.

CONNECT FEE: All customers applying for electric service will be charged a connect fee. New installations will include the cost of the meter and its installation in the connect fee. Fees are listed in Rate Schedule No. 100.

MONTHLY BILL:

Monthly Customer Charge: \$16.48 per Electrical Service Connection

Flat Rate Energy Charge: \$0.1132 per KWH for all KWH as estimated by BCLP

DEMAND: Not required.

DEPOSIT: Not required.

ELECTRIC SERVICE POLICIES: Electric service under this schedule will be in accordance with the terms of the Electric Service Agreement between the customer and BCLP. The Electric Service Policies of BCLP will be considered as forming a part of and incorporated in said Agreement.

**BOUNTIFUL CITY LIGHT & POWER (BCLP)
ELECTRIC RATE SCHEDULE NO. 5.
MOBILE HOME AND HOUSE TRAILER PARK SERVICE (EXISTING CUSTOMERS ONLY)
BOUNTIFUL, UTAH**

NOTE: No new customers or expansion of existing mobile home and house trailer parks will be served under this Schedule.

AVAILABILITY: At any point on the BCLP's interconnected system where there are mobile home and house trailer parks taking electric service under this Schedule as of its effective date.

APPLICATION: This schedule is for alternating current single-phase electric service to be supplied at BCLP's available voltage through a single point of delivery at the Residential Service Rate for individual meters and at the Commercial Service Rate for master meters.

An owner or proprietor receiving single point of delivery electric service under this rate schedule may include the cost of electric service in the rental or lease fee paid by the tenant, or the owner or proprietor may sub-meter each tenant for electric service rendered and bill each tenant their appropriate share of the electric charges based on the master meter billing and the sub-meter readings.

The mobile home or house trailer park owner or proprietor receiving single point of delivery electric service under this rate schedule shall furnish all facilities from the property line and be responsible for the care and maintenance of them, except BCLP will install and own the master meter(s).

MONTHLY BILL:

Individual Meters: (see ELECTRIC RATE SCHEDULE NO. 1 - RESIDENTIAL SERVICE)

Master Meters: (see ELECTRIC RATE SCHEDULE NO. 2 - COMMERCIAL SERVICE)

SERVICE CONDITIONS: Electric service requirements for individual meters will be supplied and billed under BCLP's Residential Service Rate Schedule, electric service requirements for master meters will be supplied and billed under BCLP's Commercial Service Rate Schedule, and both will be in accordance with the provisions of BCLP's Electric Service Policies for temporary electric service.

DEPOSIT: see Residential Service for individual meters and Commercial Service for master meters.

ELECTRIC SERVICE POLICIES: Electric service under this schedule will be in accordance with the terms of the Electric Service Agreement between the customer and BCLP. The Electric Service Policies of BCLP will be considered as forming a part of and incorporated in said Agreement.

**BOUNTIFUL CITY LIGHT & POWER (BCLP)
ELECTRIC SERVICE SCHEDULE NO. 6
SECURITY AREA LIGHTING
BOUNTIFUL, UTAH**

AVAILABILITY:

1. **Light Emitting Diode (LED):** at any point on BCLP's interconnected system for BCLP's standard sizes and styles. LED lights will be used for all new installations and all replacements of other types.

APPLICATION: This schedule is for electric service required for security area lighting and for security flood lighting where electric service is supplied from a BCLP overhead wood pole system, unless otherwise indicated.

MONTHLY BILL: These rates are for dusk to dawn burning. LED lights will produce equivalent luminosity.

	<u>LAMP TYPE</u>	<u>LUMIN EQUIV.</u>	<u>DESCRIPTION</u>	<u>\$ CUSTOMER CHARGE</u>
A.	LED	150	Standard Post Top with Pole	30.47
B.	LED	400	High Wattage Horizontal	31.84
C.	LED	250	Low Wattage Horizontal	29.10
D.	LED	150	Decorative Post Top with Pole	38.19
E.	LED	400	High Wattage Flood	31.84
F.	LED	250	Low Wattage Flood	29.10

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The unit charge includes installation, maintenance, and energy costs for a fixture installed on an existing wood pole or one new pole if included in the rates above. Any additional costs will be paid to BCLP by the customer in advance of the installation of a fixture.

SPECIFICATIONS AND SERVICE: Each lamp will be mounted on an existing pole or on a 30-foot new pole. The type and kind of fixtures and supports will be in accordance with BCLP's specifications. Service includes energy supplied from BCLP's overhead circuits, maintenance and lamp and glassware renewals.

ELECTRIC SERVICE POLICIES: Service under this schedule will be in accordance with the terms of the Electric Service Agreement between the customer and BCLP. The Electric Service Policies of BCLP will be considered as forming a part of and incorporated in said Agreement.

**BOUNTIFUL CITY LIGHT & POWER (BCLP)
ELECTRIC RATE SCHEDULE NO. 7
POLE ATTACHMENTS
BOUNTIFUL, UTAH**

AVAILABILITY: To companies distributing closed circuit television programming or telephone communication signals, whose operation requires that cables, wires, and other appurtenances be placed on BCLP's utility poles. This schedule shall be available only upon the following three conditions:

1. Approval by BCLP of the company's application to place equipment on BCLP poles.
2. The execution of an appropriate Joint Facilities Agreement between the company and BCLP.
3. The availability of utility poles located on BCLP's interconnected system which are, and will continue to be, of sufficient size and capacity (in view of any additional electrical transmission and distribution equipment which is expected to be added to the poles due to projected growth which the particular area in question may reasonably be expected to experience during the term of the license agreement) to accommodate cable television and or telecommunication equipment installed in accordance with the National Electric Safety Code.

APPLICATION: This schedule shall apply to two-party poles or three-party poles.

ANNUAL BILL:

Pole Attachment Fee: \$12.00 per pole attachment

TERMS, CONDITIONS, LIABILITIES: The terms, conditions, and liabilities for electric service under this schedule shall be those specified in the Joint Facilities Agreement between BCLP and the Customer. The semiannual or annual rates specified by the Joint Facilities Agreement shall be in accordance with the rates specified in this schedule and shall be subject to periodic adjustment.

UNAUTHORIZED POLE ATTACHMENTS: Pole attachments by customers for uses such as but not limited to attachments of customer owned light fixtures, basketball hoops, secondary lines, communication lines, banners, ropes, etc. will not be permitted and all such attachments may be immediately removed by BCLP at the expense of the Customer. All unauthorized or bootleg telecommunications attachments will be assessed an \$85 fee for each unauthorized attachment, in addition to all other applicable charges.

ELECTRIC SERVICE REGULATIONS: Electric service under this schedule will be in accordance with the terms of the Joint Facilities Agreement between the customer and BCLP. In case of any conflict between any of the provisions of the Joint Facilities Agreement, and this rate schedule, the provision of this rate schedule will take precedence followed by the provisions of the Joint Facilities Agreement.

**BOUNTIFUL CITY LIGHT & POWER (BCLP)
ELECTRIC RATE SCHEDULE NO. 8
STREET LIGHTING
BOUNTIFUL, UTAH**

AVAILABILITY:

1. **Mercury vapor lamps:** no new mercury vapor lamps will be installed on BCLP's interconnected system.
2. **Metal halide lamps:** no new metal halide lamps will be installed on BCLP's interconnected system.
3. **High pressure sodium lamps:** no new high pressure sodium lamps will be installed on BCLP's interconnected system.
4. **Induction:** no new induction lamps will be installed on BCLP's interconnected system.
5. **Light Emitting Diode (LED):** LED lights will be used for all new installations and all replacements of other types.
6. **Street Light Petition:** Those requesting the addition of a street light(s) must submit a petition signed in the affirmative of the majority of the residential and commercial customers located within 150' of the proposed street light location(s). The location(s), size, and style of the streetlight(s) will be governed by sound engineering judgment as determined by BCLP's Engineering Department. Street lights will typically be located: at intersections; and approximately 200' apart on collector roads and 300' on residential roads.

APPLICATION: This schedule is for service required for the lighting of public streets, alleys, thoroughfares, and public grounds as the need for such is determined by BCLP or requested by customers and approved by BCLP.

MONTHLY BILL:

Monthly Customer Charge: \$2.00 per Electrical Service Connection

These rates are for dusk to dawn burning.

The cost for decorative street lamps will be the incremental cost above BCLP's standard sizes and styles, plus the calculated cost of maintenance per fixture over the expected service life of that fixture to cover the increased maintenance costs of the decorative lights. This cost will be paid up front with the completed application by those residences requesting the decorative street light(s).

SPECIFICATIONS AND SERVICE: Each lamp will be operated from a series or multiple circuit, at BCLP's option. Fixtures and supports will be in accordance with BCLP's specifications. Service includes maintenance of circuits, photo cell, lamp, and glassware renewals.

ELECTRIC SERVICE POLICIES: Electric service under this schedule will be in accordance with the terms of the Electric Service Agreement between the customer and BCLP. The Electric Service Policies of BCLP will be considered as forming a part of and incorporated in said Agreement.

BOUNTIFUL CITY LIGHT & POWER (BCLP)
ELECTRIC RATE SCHEDULE NO. 10 (END & ENRC, EXND & EXNC, ECND & ECNC)
NET METERING SERVICE
BOUNTIFUL, UTAH

AVAILABILITY: No new Net Metering Service installations for a power generating system (photovoltaic or other) will be accepted after 30 June 2017. All existing Net Metering Customers as of that date will be allowed to continue to receive electric service under this Schedule as long as there are no modifications, changes, or upgrades to their electric service and / or their power generating system. Any Net Metering Customer that makes modifications, changes, or upgrades to their electric service and / or their power generating system, will be reclassified as a Hybrid Net Metering Customer or Feed-In Tariff Customer for billing purposes and will need to meet all the requirements of Electric Rate Schedule No. 11 Feed-In Tariff Service.

APPLICATION: This schedule is for alternating current, single-phase or three-phase Net Metering electric service for a power generating system (photovoltaic or other), supplied at approximately 120 to 480 volts through a bi-directional kilowatt-hour meter at a single point of delivery for all electric service required on the premises.

BCLP will retain all “Green Energy Credits” for all power generated on photovoltaic systems installed on BCLP’s interconnected system.

Net Metering electric service will be classified as Residential when 50% or more of the electrical energy supplied to a dwelling is used regularly for residential purposes, as determined by BCLP.

Where 50% or more of the electrical energy supplied to a dwelling is used regularly for business, professional, or other gainful purposes, the electric service will be classified as Commercial. However, if the wiring is so arranged that the electric service for residential purposes can be metered separately, the Residential schedule will be applied to that portion of the electric service.

Net Metering electric service for non-residential purposes as determined by BCLP will be classified as Commercial. If the Customer’s electrical service demand is 30 KW or less, it will be classified as Small Commercial; if that demand exceeds 30 KW it will be classified as Large Commercial.

POWER GENERATING SYSTEM SIZE LIMITATIONS: For Residential single-phase Customers, the maximum allowable power generating system (photovoltaic or other) size is 10 KW.

For Commercial Customers with single-phase service, the maximum allowable power generating system (photovoltaic or other) size is 10 KW, or 75% of their peak metered energy demand, whichever is greater.

For Commercial Customers with three-phase service, the maximum allowable single-phase power generating system (photovoltaic or other) size is 5 KW. For those power generating systems larger than 5 KW, a three-phase inverter is required. The maximum allowable power generating system (photovoltaic or other) size is 30 KW, or 75% of their peak metered energy demand, whichever is greater.

If the photovoltaic system size exceeds these limitations the energy credit is not available.

CONNECT FEE: No new Net Metering Service installations for a power generating system (photovoltaic or other) will be accepted.

MONTHLY BILL:

Residential - Net Metering (END for charges, ENRC for credits)

Customer Charge:	\$16.48 per Month per Electrical Service Connection
Energy Charge:	\$0.0824 per KWH for the first 400 KWH used \$0.1053 per KWH for all additional KWH used
Energy Credit:	\$0.0800 per KWH for all net KWH of surplus generation

Commercial Small with Demand of 30 KW or less - Net Metering (EXND for charges, EXNC for credits)

Customer Charge:	\$20.60 per Month per Electrical Service Connection
Demand Charge:	\$9.1402 per KW for each KW in excess of 15 KW
Energy Charge:	\$0.1132 per KWH for the first 1,500 net KWH used \$0.0655 per KWH for all additional net KWH used
Energy Credit:	\$0.0624 per KWH for all surplus generation

Commercial Large with Demand Greater than 30 KW – Net Metering (ECND for charges, ECNC for credits)

Customer Charge:	\$61.80 per Month per Electrical Service Connection
Demand Charge:	\$17.6606 per KW for each KW
Energy Charge:	\$0.041 per KWH for all net KWH used
Energy Credit:	\$0.0381 per KWH for all net KWH of surplus generation

MONTHLY BILL CALCULATION: The monthly bill for Net Metering electrical service will include a Customer Charge plus a Demand Charge (only for Commercial Customers) plus an Energy Charge and an Energy Credit.

DEMAND CHARGE (IF APPLICABLE): As measured in KW, the demand is shown by or computed from the readings of BCLP's demand meter, for the 15 minute period of the Customer's greatest use during the month, determined to the nearest KW. No credit will be given to a Net Metering Customer for KW generated by the Customer's equipment.

ENERGY CHARGE AND CREDIT: As measured in KWH, there will be a charge for the energy supplied by BCLP and used by the Customer and a credit for the energy generated by the Customer and received by BCLP. On April 1st of every year, BCLP will pay Net Metering Customers for any net credit owed to them by BCLP and the Customer's credit balance will be returned to zero.

DEPOSIT: Net Metering customers are required to furnish a deposit in accordance with the applicable Residential or Commercial Electric Service Policies of BCLP. Deposits are listed in Rate Schedule No. 100.

ELECTRIC SERVICE POLICIES: Electric service under this Schedule will be in accordance with the applicable Residential or Commercial terms of the Electric Service Agreement between the Customer and BCLP. The applicable Residential or Commercial Electric Service Policies of BCLP will be considered as forming a part of and incorporated in said Agreement.

**BOUNTIFUL CITY LIGHT & POWER (BCLP)
ELECTRIC RATE SCHEDULE NO. 11 (ERF & ERFC, EXF & EXFC, ECF & ECFC)
FEED-IN TARIFF SERVICE
BOUNTIFUL, UTAH**

AVAILABILITY: At any point on BCLP's interconnected system where there are facilities of appropriate voltage and adequate capacity.

APPLICATION: This schedule is for alternating current, single-phase or three-phase Feed-In Tariff electric service for a power generating system (photovoltaic or other), supplied at approximately 120 to 480 volts, through a kilowatt hour consumption meter at a single point of delivery for all electric service required on the premises and using a kilowatt-hour production meter at the output of the Customer's power generating system (photovoltaic or other).

BCLP will retain all "Green Energy Credits" for all power generated on photovoltaic systems installed on BCLP's interconnected system.

Feed-In Tariff electric service will be classified as Residential when 50% or more of the electrical energy supplied to a dwelling is used regularly for residential purposes, as determined by BCLP.

Where 50% or more of the electrical energy supplied to a dwelling is used regularly for business, professional, or other gainful purposes, the Feed-In Tariff electric service will be classified as Commercial. However, if the wiring is so arranged that the electric service for residential purposes can be metered separately, the Residential schedule will be applied to that portion of the electric service.

Feed-In Tariff electric service for non-residential purposes as determined by BCLP will be classified as Commercial. If the Customer's electrical service demand is 30KW or less, it will be classified as Small Commercial; if that demand exceeds 30 KW it will be classified as Large Commercial.

POWER GENERATING SYSTEM SIZE LIMITATIONS: For Residential single-phase Customers, the maximum allowable power generating system (photovoltaic or other) size is 10 KW.

For Commercial Customers with single-phase service, the maximum allowable power generating system (photovoltaic or other) size is 10 KW, or 75% of their peak metered energy demand, whichever is greater.

For Commercial Customers with three-phase service, the maximum allowable single-phase power generating system (photovoltaic or other) size is 5 KW. For those power generating systems larger than 5 KW, a three-phase inverter is required. The maximum allowable power generating system (photovoltaic or other) size is 30 KW, or 75% of their peak metered energy demand, whichever is greater.

If the photovoltaic system size exceeds these limitations the energy credit is not available.

CONNECT FEE: All Feed-In Tariff Customers applying for electric service will be charged a connect fee. New installations will include the cost of all meters and their installation in the connect fee. Fees are listed in Rate Schedule No. 100.

MONTHLY BILL:

Residential – Feed-In Tariff (ERF for charges, ERFC for credits)

Customer Charge:	\$16.48 per Month per Electrical Service Connection
Energy Charge:	\$0.0824 per KWH for the first 400 KWH used \$0.1053 per KWH for all additional KWH used
Energy Credit 12am-12pm:	\$0.0400 per KWH for all KWH generated from 12am to 12pm
Energy Credit 12pm-4pm:	\$0.0600 per KWH for all KWH generated from 12pm to 4pm
Energy Credit 4pm-12am:	\$0.0925 per KWH for all KWH generated from 4pm to 12am

Commercial Small with Demand of 30 KW or less – Feed-In Tariff (EXF for charges, EXFC for credits)

Customer Charge:	\$20.60 per Month per Electrical Service Connection
Demand Charge:	\$9.1402 per KW for each KW in excess of 15 KW
Energy Charge:	\$0.1132 per KWH for the first 1,500 KWH used \$0.0655 per KWH for all additional KWH used
Energy Credit 12am-12pm:	\$0.0400 per KWH for all KWH generated from 12am to 12pm
Energy Credit 12pm-4pm:	\$0.0600 per KWH for all KWH generated from 12pm to 4pm
Energy Credit 4pm-12am:	\$0.0925 per KWH for all KWH generated from 4pm to 12am

Commercial Large with Demand Greater than 30 KW – Feed-In Tariff (ECF for charges, ECFC for credits)

Customer Charge:	\$61.80 per Month per Electrical Service Connection
Demand Charge:	\$17.6606 per KW for each KW
Energy Charge:	\$0.0401 per KWH for all KWH used
Energy Credit 12am-12pm:	\$0.0400 per KWH for all KWH generated from 12am to 12pm
Energy Credit 12pm-4pm:	\$0.0600 per KWH for all KWH generated from 12pm to 4pm
Energy Credit 4pm-12am:	\$0.0925 per KWH for all KWH generated from 4pm to 12am

MONTHLY BILL CALCULATION: The monthly bill for Feed-In Tariff electrical service will include a Customer Charge, plus an Energy Charge for all KWH supplied by BCLP (before any Energy Credit), plus a Demand Charge (only for Commercial Customers), plus any other related charges plus the applicable taxes and fees on the sum of those charges; the Energy Credit will be applied after these calculations (see below).

DEMAND CHARGE (IF APPLICABLE): As measured in KW, the demand is shown by or computed from the readings of BCLP's demand meter, for the 15 minute period of the Customer's greatest use during the month, determined to the nearest KW. No credit will be given to a Feed-In Tariff Customer for KW generated by the Customer's equipment.

ENERGY CREDIT: As measured in KWH, the energy generated by the Feed-In Tariff Customer's power generating equipment will be credited at the applicable time of day rates and then applied to reduce to the Customer's monthly bill after the calculation of the Customer's usage. Any Energy Credit in excess of the Customer's Energy Charges will be used to offset other charges on that month's bill. On April 1st of every year, BCLP will pay Feed-In Tariff Customers for any net credit owed to them by BCLP and the Customer's credit balance will be returned to zero.

DEPOSIT: Feed-In Tariff customers are required to furnish a deposit in accordance with the applicable Residential or Commercial Electric Service Policies of BCLP. Deposits are listed in Rate Schedule No. 100.

ELECTRIC SERVICE POLICIES: Electric service under this Schedule will be in accordance with the applicable Residential or Commercial terms of the Electric Service Agreement between the Customer and BCLP. The applicable Residential or Commercial Electric Service Policies of BCLP will be considered as forming a part of and incorporated in said Agreement.

**BOUNTIFUL CITY LIGHT & POWER (BCLP)
ELECTRIC RATE SCHEDULE NO. 12 (ENH & ENHC, EXN & EXHC, ECN & ECHC)
NET METERING HYBRID SERVICE
BOUNTIFUL, UTAH**

AVAILABILITY: At any point on BCLP’s interconnected system where there are facilities of appropriate voltage and adequate capacity.

APPLICATION: This schedule is for alternating current, single-phase or three-phase Net Metering Hybrid electric service for a power generating system (photovoltaic or other), supplied at approximately 120 to 480 volts through a bi-directional kilowatt-hour meter at a single point of delivery for all electric service required on the premises.

BCLP will retain all “Green Energy Credits” for all power generated on photovoltaic systems installed on BCLP’s interconnected system.

Net Metering Hybrid electric service will be classified as Residential when 50% or more of the electrical energy supplied to a dwelling is used regularly for residential purposes, as determined by BCLP.

Where 50% or more of the electrical energy supplied to a dwelling is used regularly for business, professional, or other gainful purposes, the Net Metering Hybrid electric service will be classified as Commercial. However, if the wiring is so arranged that the electric service for residential purposes can be metered separately, the Residential schedule will be applied to that portion of the electric service.

Net Metering Hybrid electric service for non-residential purposes as determined by BCLP will be classified as Commercial. If the Customer’s electrical service demand is 30 KW or less, it will be classified as Small Commercial; if that demand exceeds 30 KW it will be classified as Large Commercial.

POWER GENERATING SYSTEM SIZE LIMITATIONS: For Residential single-phase Customers, the maximum allowable power generating system (photovoltaic or other) size is 10 KW.

For Commercial Customers with single-phase service, the maximum allowable power generating system (photovoltaic or other) size is 10 KW, or 75% of their peak metered energy demand, whichever is greater.

For Commercial Customers with three-phase service, the maximum allowable single-phase power generating system (photovoltaic or other) size is 5 KW. For those power generating systems larger than 5 KW, a three-phase inverter is required. The maximum allowable power generating system (photovoltaic or other) size is 30 KW, or 75% of their peak metered energy demand, whichever is greater.

If the photovoltaic system size exceeds these limitations the energy credit is not available.

CONNECT FEE: All Net Metering Hybrid Customers applying for electric service will be charged a connect fee. New installations will include the cost of all meters and their installation in the connect fee. Fees are listed in Rate Schedule No. 100.

MONTHLY BILL:

Residential - Net Metering Hybrid (ENH for charges, ENHC for credits)

Customer Charge:	\$16.48 per Month per Electrical Service Connection
Energy Charge:	\$0.0824 per KWH for the first 400 KWH used \$0.1053 per KWH for all additional KWH used
Energy Credit:	\$0.0500 per KWH for all net KWH of surplus generation

Commercial Small with Demand of 30 KW or less - Net Metering Hybrid (EXN for charges, EXHC for credits)

Customer Charge:	\$20.60 per Month per Electrical Service Connection
Demand Charge:	\$9.1402 per KW for each KW in excess of 15 KW
Energy Charge:	\$0.1132 per KWH for the first 1,500 net KWH used \$0.0655 per KWH for all additional net KWH used
Energy Credit:	\$0.0500 per KWH for all surplus generation

Commercial Large with Demand Greater than 30 KW – Net Metering Hybrid (ECN for charges, ECHC for credits)

Customer Charge:	\$61.80 per Month per Electrical Service Connection
Demand Charge:	\$17.6606 per KW for each KW
Energy Charge:	\$0.0401 per KWH for all net KWH used
Energy Credit:	\$0.0500 per KWH for all net KWH of surplus generation

MONTHLY BILL CALCULATION: The monthly bill for Net Metering Hybrid electrical service will include a Customer Charge plus a Demand Charge (only for Commercial Customers) plus an Energy Charge and an Energy Credit.

DEMAND CHARGE (IF APPLICABLE): As measured in KW, the demand is shown by or computed from the readings of BCLP's demand meter, for the 15 minute period of the Customer's greatest use during the month, determined to the nearest KW. No credit will be given to a Net Metering Hybrid Customer for KW generated by the Customer's equipment.

ENERGY CHARGE AND CREDIT: As measured in KWH, there will be a charge for the energy supplied by BCLP and used by the Customer and a credit for the energy generated by the Customer and received by BCLP. On April 1st of every year, BCLP will pay Net Metering Hybrid Customers for any net credit owed to them by BCLP and the Customer's credit balance will be returned to zero.

DEPOSIT: Net Metering Hybrid customers are required to furnish a deposit in accordance with the applicable Residential or Commercial Electric Service Policies of BCLP. Deposits are listed in Rate Schedule No. 100.

ELECTRIC SERVICE POLICIES: Electric service under this Schedule will be in accordance with the applicable Residential or Commercial terms of the Electric Service Agreement between the Customer and BCLP. The applicable Residential or Commercial Electric Service Policies of BCLP will be considered as forming a part of and incorporated in said Agreement.

**BOUNTIFUL CITY LIGHT & POWER (BCLP)
ELECTRIC RATE SCHEDULE NO. 100 – RATES
BOUNTIFUL, UTAH**

APPLICATION: This schedule is for services and products rendered to Customers by BCLP.

STANDARD RATES: \$

RESIDENTIAL (ER):

Monthly customer charge per Electrical Service Connection	12.36
Energy charge per KWH for the first 400 KWH used	0.0824
Energy charge per KWH for all additional KWH used	0.1053

COMMERCIAL SMALL WITH NO DEMAND (ES):

Monthly customer charge per Electrical Service Connection	16.48
Energy charge per KWH	0.1132

COMMERCIAL SMALL WITH DEMAND OF 30KW OR LESS (EX):

Monthly customer charge per Electrical Service Connection	16.48
Demand charge per KW for each KW in excess of 15KW	9.1402
Energy charge per KWH for the first 1,500 KWH	0.1132
Energy charge per KWH for all additional KWH	0.0655

COMMERCIAL LARGE WITH DEMAND GREATER THAN 30KW (EC):

Monthly customer charge per Electrical Service Connection	61.80
Demand charge per KW	17.6606
Energy charge per KWH	0.0401

TEMPORARY (50 amps or less) (ET):

Monthly equipment rental per Electrical Service Connection	32.96
Monthly customer charge per Electrical Service Connection	16.48
Energy charge per KWH	0.1132
Note: service greater than 50 amps to be billed as COMMERCIAL.	

MUNICIPAL (flat rate / unmetered - only for Bountiful City accounts) (BS):

Monthly customer charge	16.48
Energy charge per KWH (as determined by BCLP)	0.1132

**BOUNTIFUL CITY LIGHT & POWER (BCLP)
ELECTRIC RATE SCHEDULE NO. 100 – RATES
BOUNTIFUL, UTAH**

NET METERING RATES (NO NEW INSTALLATIONS; EXISTING CUSTOMERS ONLY): \$

Residential - Net Metering (END for charges, ENRC for credits):

Monthly customer charge per Electrical Service Connection	16.48
Energy charge per KWH for the first 400 KWH used	0.0824
Energy charge per KWH for all additional KWH used	0.1053
Energy credit per KWH for all surplus generation	0.0800

Commercial Small with Demand of 30 KW or less – Net Metering (EXND for charges, EXNC for credits):

Monthly customer charge per Electrical Service Connection	20.60
Demand charge per KW for each KW in excess of 15KW	9.1402
Energy charge per KWH for the first 1,500 KWH used	0.1132
Energy charge per KWH for all additional KWH used	0.0655
Energy credit per KWH for all surplus generation	0.0624

Commercial Large with Demand Greater than 30 KW – Net Metering (ECND for charges, ECNC for credits):

Monthly customer charge per Electrical Service Connection	61.80
Demand charge per KW	17.6606
Energy charge per KWH for all net KWH used	0.0401
Energy credit per KWH for all surplus generation	0.0381

**BOUNTIFUL CITY LIGHT & POWER (BCLP)
ELECTRIC RATE SCHEDULE NO. 100 – RATES
BOUNTIFUL, UTAH**

FEED-IN TARIFF RATES:

\$

Residential – Feed-In Tariff (ERF for charges, and ERFC for credits)

Monthly customer charge per Electrical Service Connection	16.48
Energy charge per KWH the first 400 KWH used	0.0824
Energy charge per KWH for all additional KWH used	0.1053
Energy Credit per KWH for all KWH generated from 12am to 12pm	0.0400
Energy Credit per KWH for all KWH generated from 12pm to 4pm	0.0600
Energy Credit per KWH for all KWH generated from 4pm to 12am	0.0925

Commercial Small with Demand of 30 KW or less – Feed-In Tariff (EXF for charges, EXFC for credits)

Monthly customer charge per Electrical Service Connection	20.60
Demand charge per KW for each KW in excess of 15 KW	9.1402
Energy charge per KWH for the first 1,500 KWH used	0.1132
Energy charge per KWH for all additional KWH used	0.0655
Energy credit per KWH for all KWH generated from 12am to 12pm	0.0400
Energy credit per KWH for all KWH generated from 12pm to 4pm	0.0600
Energy credit per KWH for all KWH generated from 4pm to 12am	0.0925

Commercial Large with Demand Greater than 30 KW – Feed-In Tariff (ECF for charges, ECFC for credits)

Monthly customer charge per Electrical Service Connection	61.80
Demand charge per KW for each KW	17.6606
Energy charge per KWH for all KWH used	0.0401
Energy credit per KWH for all KWH generated from 12am to 12pm	0.0400
Energy credit per KWH for all KWH generated from 12pm to 4pm	0.0600
Energy credit per KWH for all KWH generated from 4pm to 12am	0.0925

**BOUNTIFUL CITY LIGHT & POWER (BCLP)
ELECTRIC RATE SCHEDULE NO. 100 – RATES
BOUNTIFUL, UTAH**

NET METERING HYBRID RATES:

\$

Residential - Net Metering (ENH for charges, ENHC for credits):

Monthly customer charge per Electrical Service Connection	16.48
Energy charge per KWH for the first 400 KWH used	0.0824
Energy charge per KWH for all additional KWH used	0.1053
Energy credit per KWH for all surplus generation	0.0500

Commercial Small with Demand of 30 KW or less – Net Metering (EXH for charges, EXHC for credits):

Monthly customer charge per Electrical Service Connection	20.60
Demand charge per KW for each KW in excess of 15KW	9.1402
Energy charge per KWH for the first 1,500 KWH used	0.1132
Energy charge per KWH for all additional KWH used	0.0655
Energy credit per KWH for all surplus generation	0.0500

Commercial Large with Demand Greater than 30 KW – Net Metering (ECH for charges, ECHC for credits):

Monthly customer charge per Electrical Service Connection	61.80
Demand charge per KW	17.6606
Energy charge per KWH for all net KWH used	0.0401
Energy credit per KWH for all surplus generation	0.0500

**BOUNTIFUL CITY LIGHT & POWER (BCLP)
ELECTRIC RATE SCHEDULE NO. 100 – RATES
BOUNTIFUL, UTAH**

OTHER RATES (these require the approval of BCLP): \$

Commercial - Power Factor Correction:

For every 1% less than 95% increase meter KWH 1%

Commercial – Small Seasonal (ES):

Monthly customer charge per Electrical Service Connection 16.48
Energy charge per KWH 0.1132

Mobile Home & House Trailer Park Service:

Individual meters (see RESIDENTIAL SERVICE)
Master meters (existing meters only) (see COMMERCIAL SERVICE)

Industrial Service (Interruptible Customer):

variable & contractual

**BOUNTIFUL CITY LIGHT & POWER (BCLP)
ELECTRIC RATE SCHEDULE NO. 100 – RATES
BOUNTIFUL, UTAH**

OTHER RATES (these require the approval of BCLP) - CONTINUED:

Security Area Lighting: These rates are for dusk to dawn burning. LED lights will produce equivalent luminosity.

	<u>LAMP TYPE</u>	<u>LUMIN EQUIV.</u>	<u>DESCRIPTION</u>	<u>\$ CUSTOMER CHARGE</u>
A.	LED	150	Standard Post Top with Pole	30.47
B.	LED	400	High Wattage Horizontal	31.84
C.	LED	250	Low Wattage Horizontal	29.10
D.	LED	150	Decorative Post Top with Pole	38.19
E.	LED	400	High Wattage Flood	31.84
F.	LED	250	Low Wattage Flood	29.10

**BOUNTIFUL CITY LIGHT & POWER (BCLP)
ELECTRIC RATE SCHEDULE NO. 100 - FEES
BOUNTIFUL, UTAH**

APPLICATION: This schedule is for services and products rendered to Customers by BCLP.

A description of these fees and the methodology for calculating these fees is outlined in the Electric Service Policies of BCLP.

<u>ALL CUSTOMERS:</u>	\$
01. Connect fee regular hours next day	35.00
02. Connect fee regular hours same day	45.00
03. Connect fee after hours	100.00
04. Collection / disconnect fee	45.00
05. Reconnect fee regular hours	45.00
06. Reconnect fee after hours	200.00
07. Return check fee	15.00
08. Monthly finance charge on past due balances	1.5% monthly (18.0% annual) interest rate 10.00 minimum charge
09. Meter tampering fee	charge @ 30 days past due or more 100.00 plus the expense of removing any wiring or appliances and restoring BCLP's equipment to its normal operating condition
10. Pole cut disconnect / reconnect charges regular hours	175.00
11. Pole cut disconnect / reconnect charges after hours	300.00
 <u>RESIDENTIAL SERVICE:</u>	
12. Beacon light fee, per lamp, per month	0.35
 <u>COMMERCIAL SERVICE:</u>	
13. Line extension fee	Actual costs per line extension policy
 <u>SMALL SEASONAL SERVICE:</u>	
14. Activate and deactivate, pay in advance	300.00
15. Line extension fee	Actual costs per line extension policy
 <u>TEMPORARY SERVICE:</u>	
16. Install and remove temporary service, pay in advance	225.00
17. Line extension fee	Actual costs per line extension policy
 <u>MOBILE HOME & HOUSE TRAILER PARK SERVICE:</u>	
18. Individual meters	(see RESIDENTIAL SERVICE)
19. Master meters (existing only)	(see COMMERCIAL SERVICE)
 <u>POLE ATTACHMENTS:</u>	
20. Per pole attachment	12.00

PHOTOVOLTAIC SERVICE:

21. Cost of meter, installation, and Connect fee 525.00

METER SURGE PROTECTION - NO NEW INSTALLATIONS AS OF 01 JULY 2014:

22. Inspection fee Not Available

23. Installation fee Not Available

STREET LIGHT SYSTEM CHARGE:

24. Monthly charge to all electrically metered Residential, Commercial, and Industrial customers
2.00

INDUSTRIAL SERVICE:

variable & contractual

**BOUNTIFUL CITY LIGHT & POWER (BCLP)
ELECTRIC RATE SCHEDULE NO. 100 - DEPOSITS
BOUNTIFUL, UTAH**

APPLICATION: This schedule is for services and products rendered to Customers by BCLP.

RESIDENTIAL RENTAL CUSTOMERS:

	\$
Deposit is required on all residential rental customers.	
Deposit for electricity only:	100.00
Deposit for electricity plus other services:	150.00
Deposit is refunded only at termination of service.	

RESIDENTIAL NON-RENTAL CUSTOMERS:

Deposit is required only on residential non-rental customers with poor payment record.	
Deposit is equal to an estimated 2 month bill with a minimum of:	150.00
Deposit is refunded only at termination of service.	

NON-RESIDENTIAL CUSTOMERS:

Deposit is required on all non-residential customers including Seasonal and Temporary.	
Deposit is equal to an estimated 2 month bill with a minimum of:	250.00
Deposit is refunded only at termination of service.	

MOBILE HOME & HOUSE TRAILER PARK SERVICE:

Individual meters	(see RESIDENTIAL SERVICE)
Master meters (existing only)	(see COMMERCIAL SERVICE)

INDUSTRIAL SERVICE (Interruptible Customer):

variable & contractual

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

Effective for usage as of July 1, 2022

**Approved by the City Council on:
June 21, 2022**

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

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1. GENERAL PROVISIONS & DEFINITIONS

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

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

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

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

2. ELECTRIC SERVICE AGREEMENTS

2.1 APPLICATION FOR ELECTRIC SERVICE:

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

2.2 ELECTRIC RATE SCHEDULES, ELECTRIC SERVICE POLICIES, AND ELECTRIC SERVICE AGREEMENTS:

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

2.3 RENEWAL AND TERMINATION OF SERVICE AGREEMENTS:

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

2.4 REMEDIES OF BCLP:

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

2.5 ELIGIBILITY FOR ELECTRIC SERVICE:

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

3. SUPPLY AND USE OF ELECTRIC SERVICE

3.1 SUPPLY OF ELECTRIC SERVICE:

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

3.2 CUSTOMER'S USE OF ELECTRIC SERVICE:

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

3.3 CONTINUITY OF ELECTRIC SERVICE:

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

3.4 SUSPENSION OF ELECTRIC SERVICE FOR REPAIRS AND CHANGES:

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

3.5 CUSTOMER'S RESPONSIBILITY:

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

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

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

3.6 ACCESS TO PREMISES:

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

4. CUSTOMER'S INSTALLATION AND EQUIPMENT

4.1 CUSTOMER'S INSTALLATION AND EQUIPMENT:

Unless otherwise specified by BCLP, all wires, equipment, meter bases (except BCLP's meters and accessories), etc. on the Customer's side of the Point of Delivery must be installed at the expense of the Customer. All underground wires on the Customer's side of the Point of Delivery must be installed in a two-inch minimum diameter conduit system and is the responsibility of the Customer.

The Point of Delivery for a typical single-lot residential electric service will be at the weatherhead for an overhead Customer and at the transformer, secondary junction box, or meter pedestal for an underground Customer. All new overhead services will include a meter main disconnect mounted on the structure with a rigid steel conduit riser. All new underground services will include a meter main disconnect mounted on the structure with a rigid metal conduit riser. BCLP will not install any new meter pedestals for underground Customers. BCLP may identify the Point of Delivery elsewhere at the option of BCLP. BCLP agrees to make every prudent effort to repair any power disturbances pertaining to meter, wire conductors, connections, etc. between BCLP's electric service equipment and the Customer's main breaker or disconnect. BCLP will attempt to temporarily repair the customer's underground service due to damage or grade changes which is caused by the home owner, the owner's agent, or any other contractor. The home owner or its agents will be responsible for the cost to repair or replace the service. This service only pertains to buried electric service lines leading to, but not including, the main panel or breaker. It does not cover in-house wiring, fuses, or breaker box problems.

The Point of Delivery for commercial Customers multi-unit residential Customers, and residential customers with greater than a 200 amp service will be typically at the transformer or secondary junction box but will be identified on an individual basis. All new overhead services will include a meter main disconnect mounted on the structure with a rigid steel conduit riser. All new underground services will include a meter main disconnect mounted on the structure with a rigid metal conduit riser. These Customers will be responsible for maintaining their electrical service beyond the Point of Delivery.

All wires, apparatus, equipment, etc. shall comply with:

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

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

4.2 ELECTRIC SERVICE ENTRANCES AND CONNECTIONS:

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

4.3 CUSTOMER'S LOAD AND OPERATION:

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

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

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

4.4 INSPECTION BY BCLP:

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

4.5 HIGHLY FLUCTUATING LOADS:

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

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

4.6 CHANGES IN INSTALLATION:

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

4.7 BCLP'S DISCLAIMER OF LIABILITY:

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

5. CUSTOMER'S GENERATION

5.1 STANDBY GENERATION:

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

5.2 PARALLEL GENERATION:

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

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

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

For further information regarding generator protection, please refer to the General Electric "Gold" pamphlet, *Generator Protection GEKB75512A*.

- I. **Inverter Driven Systems:** For systems up through 1,500 KW where dc-generated power is converted to ac power using an inverter, these systems must comply with *IEEE Std 929, Recommended Practice for Utility Interface of Photovoltaic (PV) Systems*, *IEEE Std 154, Standard for Interconnecting Distributed Resources and Electrical Power Systems*, *UL 1741, Underwriters Laboratories Standard for Safety - Static Inverters and Charge Controllers for Use in Photovoltaic Power Systems*, and the *National Electrical Code (ANSI C1)*. The Customer must utilize an automatic non-islanding inverter as defined by the above standards. This includes photovoltaic systems, fuel cells, and dc generators that include an inverter for the final power conversion step.

5.3 POWER GENERATING SYSTEM SIZE LIMITATIONS:

For Residential single-phase Customers, the maximum allowable power generating system (photovoltaic or other) size is 10 KW.

For Commercial Customers with single-phase service, the maximum allowable power generating system (photovoltaic or other) size is 10 KW, or 75% of their peak metered energy demand, whichever is greater.

For Commercial Customers with three-phase service, the maximum allowable single-phase power generating system (photovoltaic or other) size is 5 KW. For those power generating systems larger than 5 KW, a three-phase inverter is required. The maximum allowable power generating system (photovoltaic or other) size is 30 KW, or 75% of their peak metered energy demand, whichever is greater.

6. BCLP'S INSTALLATION AND EQUIPMENT

6.1 BCLP'S INSTALLATION AND EQUIPMENT:

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

6.2 BCLP'S PROPERTY:

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

6.3 ELECTRIC SERVICE FROM EXISTING LINES:

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

6.4 RIGHT OF WAY:

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

7. ADDITIONAL BCLP PRODUCTS

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

7.1 BEACON LIGHT:

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

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

8. LINE EXTENSION POLICY

8.1 LINE EXTENSIONS:

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

8.2 LINE EXTENSION TO PERMANENT ELECTRIC SERVICE:

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

8.3 LINE EXTENSION COST:

The Customer shall pay 100% of the cost of the Line Extension Fee.

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

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

8.4 GENERAL CONDITIONS:

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

- D. **Surveying:** Applicant shall install and maintain survey stakes indicating grades, stationings, and property lines, and shall make no permanent surface improvements unless previously approved by BCLP before BCLP begins installation of the underground distribution system.

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

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

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

8.6 EXISTING ELECTRIC SERVICE:

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

8.7 AFTER HOURS WORK:

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

9. METERING

9.1 INSTALLATION:

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

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

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

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

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

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

9.2 METER TESTS:

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

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

A. Meter Error:

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

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

B. Meter Failure to Register:

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

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

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

C. Meter Tampering:

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

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

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

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

C. Meter Tampering – continued:

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

9.4 MASTER METERING:

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

10. BILLINGS

10.1 ELECTRIC RATE SCHEDULES:

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

10.2 BILLING PERIOD:

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

10.3 ADDRESS OF CUSTOMER:

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

10.4 SEPARATE BILLINGS:

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

10.5 PAYMENT OF BILLS:

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

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

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

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

10.7 DISPUTED BILL:

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

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

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

10.8 BILLING ADJUSTMENTS FOR BILLING ERRORS:

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

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

- A. If the Customer was over-billed and paid those bills thereby resulting in a balance owed to the Customer after the account was corrected, BCLP will either:
 - 1. Credit the balance without interest to the Customer's account; or
 - 2. Refund the balance to the Customer by check if the following conditions are all met: the credit amount is greater than an estimated three (3) month bill with a minimum of \$150.00; the Customer does not have any balances owing to BCLP or to Bountiful City; and the Customer requests the refund.

- B. If the Customer was under-billed thereby resulting in a balance owed to BCLP after the account was corrected, BCLP will allow the Customer to choose one of the following two options for repayment:
 - 1. Repay the full balance owed without interest, spreading the repayment out over the same length of time as the billing error occurred up to twenty-four (24) months. The balance owed will be divided into equal monthly payments that will be added to the normal billings during the repayment time period.
 - 2. Repay 75% of the balance owed if the repayment is made within 30 days of the billing adjustment.

11. FEES

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

11.1 FEE DESCRIPTIONS:

A. **Connect Fee:**

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

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

B. **Reconnect Fee:**

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

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

C. **Collection / Disconnect Fee:**

The fee charged on an account that is past due 30 days or more when a BCLP employee is sent to the Customer's premise either to collect the account balance in full or to disconnect the electric service. In the event that a Customer is past due on their account and has exhausted BCLP's efforts to work with the Customer to bring the account current, a BCLP employee will be sent to the premise to either collect the account balance or to disconnect the electric service. Each time such a visit occurs, the Customer will be assessed a Collection / Disconnect Fee.

D. **Small Seasonal Activate & Deactivate Fee:**

The fee charged to a Customer to install, connect, disconnect, and / or remove a Small Seasonal Electric Service. Each time a Customer, eligible to receive electric service, requests Small Seasonal Electric Service they will be assessed a Small Seasonal Activate & Deactivate Fee. The fee will include the actual estimated cost to install and / or activate plus the costs to connect, disconnect, and remove the facilities.

E. **Temporary Installation & Removal Fee:**

Each time a Customer, eligible to receive Electric Service, requests a Temporary Electric Service they will be assessed a Temporary Installation & Removal Fee. A Temporary Electric Service has a limited capacity and is intended for such uses as providing construction power. The fee will include the typical cost of installation plus the costs to connect, disconnect, and remove the facilities.

11.2 FEE CALCULATIONS:

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

01. **CONNECT FEE - REGULAR HOURS NEXT DAY:**
 - + 0.25 hour Clerk x hourly rate with benefits and overheads
 - + 0.25 hour Connect x hourly rate with benefits and overheads
 - + 0.25 hour Vehicle expense

02. **CONNECT FEE - REGULAR HOURS SAME DAY:**
 - + 0.25 hour Clerk x hourly rate with benefits and overheads
 - + 0.25 hour Connect x hourly rate with benefits and overheads
 - + 0.25 hour Vehicle expense
 - + \$10.00 special handling fee

03. **CONNECT FEE - AFTER HOURS:**
 - + 0.333 hour Dispatcher x hourly rate with benefits and overheads
 - + 1.00 hour Call-Out x average hourly overtime rate with benefits and overheads x 2 Crew
 - + 1.00 hour Vehicle expense
 - total x 50 / 88 Discount

04. **COLLECTION / DISCONNECT FEE:**
 - + 0.25 hour Clerk x hourly rate with benefits and overheads
 - + 0.25 hour Connect x hourly rate with benefits and overheads
 - + 0.25 hour Vehicle expense
 - + \$10.00 special handling fee

05. **RECONNECT FEE - REGULAR HOURS:**
 - + 0.25 hour Clerk x hourly rate with benefits and overheads
 - + 0.25 hour Connect x hourly rate with benefits and overheads
 - + 0.25 hour Vehicle expense
 - + \$10.00 special handling fee

06. **RECONNECT FEE - AFTER HOURS:**
 - + 0.333 hour Dispatcher x hourly rate with benefits and overheads
 - + 1.00 hour Call-Out x average hourly overtime rate with benefits and overheads x 2 Crew
 - + 1.00 hour vehicle expense

07. **RETURN CHECK FEE:**
 - \$15.00 for each returned unpaid check or bank draft

08. **MONTHLY FINANCE CHARGE ON PAST DUE BALANCES:**
 - Interest rate: 1.5% monthly (18% annual).
 - Minimum charge: \$10.00.
 - Charged on balances past due: 30 days or more.

09. **METER TAMPERING FEE:**
\$100.00 plus the expense of removing any wiring or appliances and restoring BCLP's equipment to its normal operating condition.
10. **POLE CUT DISCONNECT / RECONNECT CHARGES REGULAR HOURS:**
\$175.00
11. **POLE CUT DISCONNECT / RECONNECT CHARGES AFTER HOURS:**
\$300.00
12. **RESIDENTIAL SERVICE: BEACON LIGHT FEE:**
\$0.35 per lamp per month
13. **COMMERCIAL SERVICE: LINE EXTENSION FEE:**
Actual costs per line extension policy
14. **SMALL SEASONAL SERVICE: ACTIVATE AND DEACTIVATE, PAY IN ADVANCE (COLLECTED BY ENGINEERING DEPT.):**
+ Two times Connect Fee Regular Hours Same Day (see 2. above)
+ 0.25 hour Clerk x hourly rate with benefits and overheads
+ (1.00 hour install + 0.25 hour remove) x two (2) average Line Crew hourly overtime rate with benefits and overheads
+ (1.00 hour install + 0.25 hour remove) Vehicle expense
15. **SMALL SEASONAL SERVICE: LINE EXTENSION FEE:**
Actual costs per line extension policy
16. **TEMPORARY SERVICE: INSTALL AND REMOVE TEMPORARY SERVICE FEE (PAY IN ADVANCE, COLLECTED BY ENGINEERING DEPT.):**
+ 0.25 hour Clerk x hourly rate with benefits and overheads
+ (1.00 hour install + 0.25 hour remove) x two (2) average Line Crew hourly overtime rate with benefits and overheads
+ (1.00 hour install + 0.25 hour remove) Vehicle expense
17. **TEMPORARY SERVICE: LINE EXTENSION FEE:**
Actual costs per line extension policy
18. **MOBILE HOME & HOUSE TRAILER PARK SERVICE:**
Individual meters: see Residential Service
19. **MOBILE HOME & HOUSE TRAILER PARK SERVICE:**
Master meters (existing only): see Commercial Service
20. **POLE ATTACHMENT FEES:**
\$12.00 per pole attachment
21. **NET METERING & FEED-IN TARIFF METERING (COLLECTED BY PLANNING DEPT):**
Cost of meter, installation, and Connect fee: \$525.00

22. 23. METER SURGE PROTECTION - NO NEW INSTALLATIONS AS OF 01 JULY 2014:

Inspection fee - Not Available

Installation fee - Not Available

24. STREET LIGHT SYSTEM CHARGE:

Monthly charge to all Residential, Commercial, and Industrial customers: \$2.00

INDUSTRIAL SERVICE (INTERRUPTABLE CUSTOMER):

Variable and contractual

12. DEPOSITS

12.1 DEPOSITS:

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

- A. **RESIDENTIAL RENTAL CUSTOMERS:** A deposit is required on all residential rental customers. For “electricity only” customers, the deposit is \$100.00; for electricity plus other services, the deposit is \$150.00. The deposit is refunded only at termination of services.
- B. **RESIDENTIAL NON-RENTAL CUSTOMERS:** A deposit is required only on residential non-rental customers with a poor payment history. If required, the deposit is equal to an estimated two (2) month bill to be determined by BCLP with a minimum of \$150.00. The deposit is refunded only at termination of services.
- C. **NON-RESIDENTIAL CUSTOMERS:** A deposit is required on all non-residential customers. The deposit is equal to an estimated two (2) month bill to be determined by BCLP with a minimum of \$250.00. The deposit is refunded only at termination of services.
- D. **MOBILE HOME & HOUSE TRAILER PARK SERVICE – INDIVIDUAL METERS:** see 12.1.a above.
- E. **MOBILE HOME & HOUSE TRAILER PARK SERVICE – MASTER METERS (EXISTING ONLY):** see 12.1.b or c. above.

12.2 INTEREST:

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

12.3 PAYMENT OF AMOUNTS DUE AND OWING:

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

12.4 DETERMINATION OF POOR PAYMENT HISTORY:

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

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

13. TERMINATION OF ELECTRIC SERVICE

13.1 TERMINATION OF ELECTRIC SERVICE:

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

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

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

13.2 EXCEPTIONS TO TERMINATION POLICY:

If a Customer claims that there exists a serious illness or infirmity of a person residing in the home, the Customer must provide a serious illness or infirmity statement. If a Customer claims that there exists life-supporting equipment used by a person residing in the home, the Customer must provide a life supporting equipment statement. This information will be used by the City to determine, in its discretion, what action would be appropriate under all of the circumstances.

“Serious illness or infirmity statement” means a written statement:

- A. signed by a licensed medical provider;
- B. written on the licensed medical provider's letterhead stationary;
- C. legibly describing:
 - i. a diagnosed medical condition under which termination of utility service will injure the person's health or aggravate the person's illness; and
 - ii. the anticipated duration of the diagnosed medical condition.

“Life-supporting equipment” means life-supporting medical equipment used by an individual in the home who would require immediate assistance from medical personnel to sustain life if the life supporting equipment ceased normal operations.

“Life-supporting equipment statement” means a written statement:

- A. signed by the licensed medical provider for the account holder or resident who utilizes life-supporting equipment; and
- B. including:
 - i. a description of the medical need of the account holder or resident who utilizes life-supporting equipment;
 - ii. the account holder's name and address;
 - iii. name of resident using life-supporting equipment and relationship to account holder, if different than account holder;
 - iv. the health infirmity and expected duration;
 - v. identification of the life-support equipment that requires the utility's service;
 - vi. a determination by the licensed medical provider that immediate assistance from medical personnel to sustain life would be required if the life supporting equipment ceased normal operations; and
 - vii. the name and contact information of the licensed medical provider for the resident who utilizes life-supporting equipment.

During the period of continued electric service, the Customer is liable for the cost of the residential electric service.

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

13.3 NOTICE REQUIREMENTS PRECEDING TERMINATION:

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

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

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

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

13.4 CUSTOMER REQUESTED TERMINATION:

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

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

13.5 PROVISIONS APPLICABLE TO ALL CUSTOMERS:

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

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

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

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

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

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

13.6 PROTOCOL FOR UTILITY DISCONNECTION FOR NON-PAYMENT:

Utilities will be disconnected in the following order:

1. Complete water disconnection if possible or feasible;
2. If water disconnection is not possible or feasible, then placement of an electrical limiter on the electric service;
3. If an electrical limiter on the electric service is not possible or feasible, then complete electrical disconnection.
4. If the bill is not paid after one week, then complete electrical disconnection.