CITY OF MONMOUTH, COUNTY OF POLK

STATE OF OREGON

A Resolution Amending the
Monmouth Power & Light
Administrative Rules &
Regulations and Repealing
Resolution No. 721

RESOLUTION NO. 1836

WHEREAS, section 13.05.090 of the Monmouth City Code establishes that rules and regulations may be adopted and amended by resolution of the City Council for the operation of the City’s electric utility;

WHEREAS, the City Council has established Administrative Rules and Regulations by which the City operates its electric utility;

WHEREAS, the Administrative Rules and Regulations of the electric should be updated periodically to incorporate changes relevant to current operational needs and conditions;

WHEREAS, the Power & Light Administrative Rules and Regulations have not been updated for several years and some updates are needed;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONMOUTH, OREGON, AS FOLLOWS:

Section 1. Resolution No. 721, passed by the City Council and signed by the Mayor on February 20, 1979, is hereby repealed.

Section 2. That the City of Monmouth Power & Light Administrative Rules and Regulations, attached hereto as Exhibit 1, and by reference incorporated herein, be, and it hereby is, adopted.

Section 3. This Resolution shall be effective on its passage.

Adopted and approved by City Council and signed by the Mayor: June 6, 2017.

Attest:

Phyllis L. Bolman, City Recorder

Steven V. Milligan, Mayor
CITY OF MONMOUTH

STATE OF OREGON

POWER AND LIGHT

ADMINISTRATIVE RULES AND REGULATIONS
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1. Intent
The policies set forth herein applies to any person, firm, corporation or legal entity supplied with electrical service by the City utility.

It is the intent of the City to provide through these rules and regulations a helpful guide for the customer as well as the many segments of the electrical and building industries and the Utility, in order to achieve efficient, uniform, equitable treatment, and safe electrical service for all. The City respectfully requests the cooperation from everyone concerned in attaining a high quality of electrical service.

The Rules and Regulations set forth herein are based on standards of safety, economy and efficiency in the distribution of electrical energy. Some are a requirement for service; others are optional and/or recommended. The use of such words as “shall,” “will” and “required”, etc., indicate the status of the rule. “Shall”, for instance, is a requirement. “Should is recommended. “May” is at the discretion of the City or the customer.

Staff personnel of the Utility are available for advice consultation relative to utilization of electrical energy, service requirements and related problems in new, existing or reconstructed installations.

In case of any conflict between the provisions of a rate schedule and these Rules and Regulations, the provisions of the rate schedule shall apply.

2. Definitions
Annexed Areas - are the areas to be added to the City’s service area after the effective date of this ordinance.

Backbone System- represents those elements of the system utilized in servicing the entire service area.

The City- pertains to the City of Monmouth and its service area.

Class of Service- is the type of service rendered by the Utility to a customer under a particular rate schedule.

Contractor -refers to a party doing electrical work, whether it is the actual owner of the premises or a person, firm or corporation working for the owner.

Cost- pertains to the total cost it takes the Utility to construct and install a facility or provide a service, including administrative and material overhead and payroll costs

Customer- is any individual, partnership, corporation, firm or governmental agency supplied with electrical service by the City at a single location.

Disconnect- is the action by a customer to stop service from the City.
Discontinue- refers to the action by the City to stop supplying electrical service to a customer.

Electric Service- pertains to the availability of electrical energy at a point of delivery for use by a customer, whether the energy is actually used or not.

Energy- is expressed as the electrical energy measured in kilowatt-hours.

Kilowatt (kW) - applies to a unit of power equal to 1,000 watts or 1.341 horsepower.

Kilowatt-Hour (kWh) - refers to the amount of energy delivered in one hour when delivery is at a constant rate of one kilowatt.

Line Extension- is a branch from, or a continuation, of an existing primary or secondary distribution circuit, or both, to serve permanent new customers or add an additional load.

Load- refers to the power requirement, usually measured in kilowatts, of a system or piece of equipment, at a given instant or the average rate of energy-use during any designated short period of time.

Load Factor- is the ratio of an average kilowatt load to kilowatt demand during any designated period, expressed in a percent.

Meter- refers to an Instrument used for measuring the energy or power delivered to a customer.

Read a Meter- is to examine how much electricity and power a dwelling has consumed within a certain period, in order to produce a bill for services rendered.

A Month- represents an interval of approximately 30 days between consecutive meter reading dates, not necessarily a calendar month.

National Electrical Code (NEC)- is the current edition at time of reference, without regard to the date the electric utility provisions of the Monmouth City Code were enacted.

National Electrical Safety Code (NESC)- is the current edition at time of reference, without regard to the date the electric utility provisions of the Monmouth City Code were enacted.

Non-Standard Service- refers to the service that is different from the standard voltages or voltage regulations normally furnished by the City.

Peak Demand- expresses the maximum rate of energy use, measured in kW.

Point of Delivery- is the point of delivery shall be the point of attachment of the City’s
Conductors to a customer’s conductors, without regard to the location of the City’s metering equipment.

**Power Factor**- refers to the ratio of kilowatts to amperes expressed as a percentage.

**Premise**- means the real property of a customer in a single location that is being serviced by the Utility.

**Primary Service**- refers to the conductors and the equipment necessary to supply a customer with electricity at the available primary voltage.

**Primary Voltage**- is any voltage above 750 volts, phase to phase.

**Raceway**- refers to the approved type of enclosure, conduit, gutter, etc. used for the protection of conductors.

**Rate Schedule**- is a formal statement of the charges and conditions for a particular class or type of service in a given area or location.

**Read-In** is the first meter reading to commence service to a new customer or a reconnected customer.

**Read-Out** is the last meter reading to terminate service to an existing customer.

**Readily Accessible**- means normally and easily reached during regular daytime working hours; not subject to being under “lock and key,” “fenced in” or within a “restricted” area.

**Secondary Distribution System**- refers to an alternating current system connecting the secondary distribution transformers to the service drop or service lateral.

**Security Deposit**- is a deposit to guarantee payment for service. The deposits are automatically refunded or applied to the customer’s account at the time service is terminated.

**Service Area**- refers to the area designated by Utility rules and regulations of the Oregon Public Utility Commission.

**Service Charge**- is the nonrefundable charge to cover costs of establishing a customer account, activating the service and conducting a read-in.

**Service Conductors**- refers to the supply conductors which extend from the street main or from the transformers to the service equipment on premises being supplied with electric service.

**Service Equipment**- is the necessary equipment to control and meter electric energy furnished by the Utility at its point of delivery to a customer.
Secondary Voltage- refers to any voltage of 750 volts or less, phase to phase.

Service Drop- refers to the overhead conductors from the distribution system to the point of attachment on a customer's building or other support.

Single Family Dwelling- means a building or portion of a building designed or used primarily for occupancy by no more than one family for living and sleeping purposes.

Single-Phase Service Drop- is two service wires supplying 120 volts or three service wires supplying 120 and 240 volts.

Tariffs- are the rate schedules, rules and regulations and other documents that are filed with the City Recorder's Office by the City Council of Monmouth.

Temporary Service- refers to the electrical service of short-term or transient nature, or service to temporary construction operations. A charge shall be made for temporary service and a contract may be required.

Three-Phase Service Drop- are three service wires supplying 240 or 480 volts or four service wires supplying 120 and 208 or 120 and 240 or 277 and 480 volts.

The Utility- represents the municipal, electrical utility system owned and operated by the City of Monmouth. When the term is used in the context of the exercise of discretion or authority relating to engineering or service decisions, it means the City Manager or his authorized designee. When the Term is used in relation to billings, deposits, credit and applications for service, it means the Utility Customer Service Section of the Recorder's Department of the City of Monmouth.

3. Application for Service

All persons desiring electric service are required to make certain advance arrangements for this service. Every person applying for electrical service shall sign and complete an application at Monmouth City Hall on a written form to be furnished by the City. The application shall contain a statement of the type of service desired, the date on which service connection is desired, and any other information, which the City may specify relating to the electric consumption of use by the applicant. In the case of mobile or manufactured homes, the application shall include the make, model, VIN and title number of the home. The application shall contain an agreement that the applicant shall be subject to and conform to the Rules and Regulations of the City relating to the electric consumption, that currently exists and as they are subsequently adopted and amended.

A special contract may be required when customers have unusual electric service conditions, when the application is for temporary service, or when underground service is provided.

Each application shall be accompanied by a service charge. The acceptance of the customer's application by the City in connecting the customer’s premises for service shall
constitute a binding contract.

All rates for service shall be subject to change without notice. However, nothing in the rate schedules or otherwise shall be construed to obligate the City to render any service except as provided herein or in the Monmouth City Code now existing or as amended; except that the City shall be bound by special contracts specifying a definite rate for a definite period of time.

4. Service Charge

A Service charge is required to pay the costs of establishing a customer’s account, activating the service and the initial reading of the meters. The service charge shall be set by Resolution of the City Council.

A. To establish a new account, all customers shall pay a nonrefundable service charge before an account is opened. The amount of this charge shall be set by resolution of the City Council.

B. After discontinuation of service by the city, a reconnection charge shall be paid prior to the restoration of service.

C. Whenever there is a change of occupancy at an established service address, connection of service to the new occupant shall be accompanied by a nonrefundable service charge, with the following exceptions:
   1. On a new service, the builder will not have to pay the charge, only the first tenant or owner, and each change of occupants thereafter will be subject to the charge
   2. When an apartment has been read-out and service has been automatically put in the owner’s name
   3. Changes in the customer’s name

D. A higher service charge shall be charged for service connections made outside of regular working hours than for service connections made during regular working hours.

5. Billings

All rate schedules set out in the provisions of the Monmouth City code or resolutions dealing with electric utilities shall be based on one month’s service. Normally, meters will be read and bills rendered at intervals of one month. A month may range from 27 to 32 consecutive days, and will not necessarily be a calendar month. The City reserves the right to read meters and render bills for longer or shorter periods.

If for any reason a meter reading cannot be obtained for any particular period, the City may estimate the reading and render a bill based on this estimate. In the event of an error on any estimate, the City will revise such estimate on the basis of the best evidence available.
Regular billings shall be mailed out prior to or on the first day of the month. Notice shall appear on the bill that payment is due and payable by the 15th day of the month. Past due notice shall be sent out the 17th day of the month. Notice will appear on the past due billing that by the 23rd of the month, service will be disconnected, unless one of the following occurs:

A. The bill is paid in full;
B. Be paid in accordance with a deferred payment arrangement satisfactory to the City Finance Director; or
C. Be contested in writing to the Finance Director, who will refer it to the City Manager for a decision.

A late penalty will be added to the Final Shut-off Notice on the 24th of the month.

Copies of the final notice will be sent to owner’s or owner’s agents.

Copies of closing bills will be sent to owner’s or owner’s agents. Closing bills are due and payable on presentation. The City reserves the right to read the meter for a final bill within a period of two working days from the time requested by the customer.

The security deposit shall be applied to the closing bill. Any surplus shall be refunded; any delinquency will be billed. The customer will be responsible for all costs associated with utility service or collection of utility billings.

Unpaid electric service billings shall be a lien against the real property as per Monmouth City Code, including real property located outside the City limits, if service is provided to that property and upon a mobile or manufactured home to which electric service is provided.

6. Rental Properties
A. The owner(s) of a rental property must establish a service account for the entire rental property, in the owner(s) name before service will be provided to any rental unit.
B. The City shall not transfer a claim against a tenant to the owner of the real property unless the City provides notice of the delinquent status to the tenant and mails a copy of the notice of delinquency by first class mail to the last address of the owner or owner’s agent that is on file with the City within 30 days from the time the payment is due on the account.
C. The City shall not deny or shut off its service to any subsequent tenant based on any lien for an unpaid claim for services furnished to a previous tenant who has vacated the premises unless the City notifies the owner or the owner’s agent of any delinquency by mailing a copy of the notice of delinquency by first class mail to the last address of the owner or owner’s agent that is on file with the City at the time the notice was sent to the previous tenant.
D. The City may not provide service to a tenant if the tenant has a previous unpaid bill unless the City and tenant agree to a plan for repayment of the unpaid utility bills.
E. The rule of disconnection of services for nonpayment of an outstanding amount for a single-family residence occupied by an owner shall also apply to a single-family residence occupied by the tenant.
F. The City shall provide information to the owner or owner’s agent regarding the status of a tenant’s account upon request, within a reasonable amount of time. If a request is made verbally, the City shall provide the information verbally. If the City discloses information under this subsection, the City shall not be held responsible for the disclosure of information to a person who is not an owner or owner’s agent.

G. Section VI, subsection 5 and 6 apply only if the City intends to file a lien for unpaid utility services or intends to deny service to a subsequent tenant based on a claim for unpaid services to previous tenant.

H. Section VI, subsection 6 of this section applies only if the City intends to file a lien for unpaid utility services or intends to deny service to a subsequent tenant based on a claim for unpaid services to a previous tenant.

I. The owner(s) of a rental unit(s) is responsible for all electric service provided to unoccupied rental unit(s). A rental unit shall be considered unoccupied until a customer’s account in a tenant’s name has been established for that rental unit.

J. The City may not provide service to a tenant if the owner’s or owner’s agent’s account at that property is in delinquent status.

7. Discontinuance or Disconnection of Service
   A. By the Customer
      A customer who wishes for their electrical service disconnected shall give notice to City Hall at least two days in advance of the effective date of disconnection. Failure on the part of the customer to give such notice shall obligate the customer for service furnished to the premises under the original application until such time as it becomes apparent to the city that the premises have been vacated. Notice of intent to discontinue service given to an employee out in the field of operation shall not constitute notice. This does not apply to special contracts or rate schedules containing contractual provisions.

      When requesting disconnection of service, the customer shall give a forwarding address.

      Normally, disconnections are not made on weekends or holidays. If a weekend or holiday disconnection is requested by a customer, then a charge set by resolution of the City Council will be assessed to the customer’s account. There is no charge during normal working hours (8am to 5pm).

   B. By the City
      The City may, at its option in addition to all other rights and remedies at law or in equity, discontinue or temporarily suspend the delivery of electric service for any of the following reasons:
      a. After ten days advance written notice for:
         (1) Violation of any part of the General Policies or Rules and Regulations;
         (2) Making false statements in applying for service;
         (3) Appreciably changing load characteristics;
         (4) Using electricity for purposes other than that stated in the application without prior written permission.
      b. Without written notice to prevent fraudulent use of the service or to protect
life or property. Fraudulent use shall include tampering with the meter, breaking meter seal, unauthorized or unmetered use of electricity. The customer shall have the right to a post service termination hearing by filing a written request. The option to discontinue or temporarily suspend delivery of service may be exercised at the discretion of the City whenever and as often as any violation or default may occur. Any delay on the part of the City in exercising its option, or omission of any action permitted under its option, at any time, shall not be deemed a waiver of the City’s option rights.

Any customer who files a written notice of appeal with the City Finance Director contesting payment of current billing or contesting a proposed termination of service under section 7, subsection B., a, 1-4, above shall not have service disconnected until the appeal has been considered. The City Manager will consider the appeal. Failure to receive mail or notices of appeals shall not be a valid reason for failure to pay bills when due. Actual shut-off of service shall take place as early in the day as practicable to enable residents to have service reconnected during normal working hours.

The customer’s written statement shall include all the facts concerning the reasons for the appeal. The customer shall pay all uncontested charges when due. The decision of the City Manager is final and if a decision or unpaid account is against the customer, the customer shall have one working day after notification of the City Manager’s decision to make payment to the City.

8. Resumption or reconnection of service
A customer’s service will not be reconnected (restored) until all security deposits, service charges, damage claims, energy use charges and penalties have been paid in full.

Reconnection charges will be assessed as set forth by resolution of the City Council.

A reconnection charge shall be imposed to a customer when that customer’s electric service is placed on the list of services to be discontinued and when a customer avoids discontinuation of service by entering into an agreement to pay the electrical bill and violates that agreement, even if service is not actually discontinued.

9. Temporary Service
Temporary service refers to the electrical service of a short-term or transient nature of service to temporary construction operations such as service to fruit stands, fairs, field officers and transient trailers, Christmas tree lots and the like. Service to this type of use shall be charged an installation and removal charge plus a charge for energy used based on the City’s pertinent rate schedule.

The maximum period a temporary service may be installed is six months.

Contacts covering temporary service in the underground network where overhead
service is not available may contain service and cost provisions separate and distinct from other temporary service requirements.

A customer’s terminal and intermediate support installations for receiving temporary service must maintain NESC clearances, be structurally safe and provide an adequate support at the point of the attachment.

The City will estimate the total cost of installation, removal and loss of materials to supply this temporary service. The customer shall pay the total amount of this estimate prior to installation. The minimum charge shall be $50 for single phase and $75 for three-phase service. Energy usage shall be billed monthly at the applicable rate schedule. The customer shall furnish all necessary support structures.

The customer will pay all special costs in addition to those described above.

10. Resale of Energy
    City rate schedules for electrical service cover the sale of electrical energy for the sole and exclusive use of the customer. Unless expressly provided for in a written contract, a customer shall not resell electrical energy supplied by the City.

11. Relocation of Electric Facilities
    The City may relocate the services at no cost to the customer if no new materials are required and if the work is scheduled at the City’s option. If relocation is done at the customer’s option, then the customer must pay the labor and equipment costs.

    When an underground service is relocated, the customer shall pay all the costs of relocation including trenching, materials, labor, overhead and abandoned facilities. The customer may be required to pay the estimated costs prior to the actual work.

    Any City electric facility that a property owner wants moved will be relocated if such movement is determined to be feasible by the City and the applicant pays the complete cost of relocation.

12. Radio and Television reception interference
    The City will investigate reports of interference to radio and television reception and will take action to correct the condition causing the interference, provided the interference is caused by the City’s facilities. However, the City shall not repair or replace any defective part of any radio or television, nor shall it perform repair or replacement service to any such appliances.

    If the problem is in the customer’s facilities, the City will assist the customer in locating the problem if requested to do so. The City will inform the neighborhood of its actions and the results of the investigation.

13. Interruptions and outages
    The City will exercise reasonable diligence in supplying satisfactory and continuous electric service, but cannot and does not guarantee a constant and uninterrupted
supply of energy. Whenever necessary for the purpose of making repairs or improvements to its system, the City shall have the right to temporarily suspend the delivery of electrical energy, but in such a case, the City will give reasonable notice if circumstances permit. The City will attempt to schedule its activities around customer's needs when applicable.

Any interruption will be as short duration as practicable under safe operating conditions.

The City shall not be liable for any damage or claim of damage, attributable to any interruption or outage of electric service. If the customer's service fails, they shall endeavor to determine if they have blown fuses, tripped a breaker, or their equipment is at fault, before calling the City. If a service person is sent out, at the customer's request and it is determined that the customer's equipment is at fault, a charge for the service call may be made.

The customer can materially assist the City in fulfilling its purpose by promptly notifying the city of any defects, trouble or accidents affecting the supply of electricity or in the event of service are unsatisfactory for any reason.


Should any meter fail to register correctly the amount of energy or power used by the customer, the amount of such use shall be estimated by the City from the best available evidence.

The City will, upon written request, test any customer's meter at any reasonable time specified by the customer. If the customer, or his appointed agent, wishes to witness the test, this must be so indicated. If the meter is found, upon test, to over-register more than two percent, under normal conditions of the customer's electric load, the customer's billing will be adjusted for a maximum of six months to reflect the correction and no charge will be made to the customer for this meter test. If, however, the meter is found to be accurate within two percent, the customer may be billed for the test.

The City offers two types of meter testing.

   a. Comparison of the customer's meter with a new meter for a possible fee of $25.
   
   b. Testing with a meter standard at one of the neighboring utilities meter test facilities for a possible fee of $50.

All of the equipment on the customer's side of the point of delivery shall belong to and be the responsibility of the customer, except meters, metering equipment and any other equipment provided by the City. Each self-contained living unit (a unit
containing private sleeping, cooking and restroom facilities) shall have an individual meter.

It shall be the responsibility of the customer, or his electrical contractor to advise the City at the earliest time possible of the service requirements needed in advance of installing service entrance equipment.

Every meter location shall be determined a designate by the City.

If the customer’s meter is not readily accessible (enclosed, behind locked gate, limited access area, by a dog, behind locked door, etc.) the City may install remote metering facilities at the customer’s expense or discontinue service if the customer fails to pay, in advance, for remote metering after 10 days’ notice to do so.

Meters will not be mounted on any City pole without prior written permission by the City.

At the time of installation, the meter will be sealed and IT SHALL NOT BE TAMPERED WITH OR THE SEAL BROKEN WITHOUT PRIOR AUTHORIZATION FROM THE CITY. Any tampering with the meter or unauthorized breaking of the seal thereon will be considered evidence of fraud.

The owner of the property shall pay all costs of converting from master metering to individual metering. No new master-metering installations will be permitted without the written approval of the City.

Upon conversion from master metering to individual metering, all secondary and service equipment to the individual service entrance shall become the property of the City who shall be responsible for its future maintenance. The transfer of such responsibility to the City shall be deemed the gratitude of the owner in exchange for the conveyance of equipment.

15. Customer’s Installation Responsibility

The customer shall install, own and maintain all wiring and equipment beyond the point of delivery, except meters and special facilities installed or furnished by the City. The customer’s wiring shall conform to all requirements of legally constituted authorities having jurisdiction; including city and county codes or ordinances, policies and procedures of the City, the National Board of Fire Underwriters, the Oregon Bureau of Labor and the National Electrical Code.

The customer shall furnish and install, an Underwriter’s approved meter socket(s) as specified by the City for the installation of the City’s metering equipment. If instrument transformers are required, the customer shall furnish and install mounting brackets, a suitable enclosure, and necessary conduits, as specified by the City. It shall be the customer’s responsibility to provide suitable protective devices, such as fuses, circuit breakers and relays, to adequately protect the equipment. For the protection of three-phase motors, the installation of three thermal over-current
devices, in addition, dual element delay fuses or circuit breakers, suitable rating is considered necessary.

The City reserves the right to refuse or discontinue service to customer’s equipment of wiring, where such equipment of wiring is in hazardous condition, or not in conformity with lawful codes and local regulations.

The customer shall take all reasonable and proper precautions to prevent damage to City property and facilities on their premises. In the event that the property of the City is damaged because of the customer’s negligence, the City may collect from the customer the cost of repairs or replacements. Permission must be obtained from the City before any equipment or material of any description may be attached to any utility pole, guy wire, electrical equipment or other property of the City.

All meters, wires and other facilities or equipment furnished and installed by the City at its expense, within or on the customer’s premises shall be, and remain the property of the City and may be removed by the City upon discontinuance of service.

If a customer plans to add new or additional increased loads equal to or greater than 20 percent to the existing load, they shall notify the City at least two weeks in advance of such addition to insure adequate capacity and ability are present. If a special contract is required, this contract will be executed prior to servicing the increased loads.

When a customer’s load affects the City’s system and other customers, he shall bear all expenses necessary to correct this problem.

For highly fluctuating and intermittent loads which seriously affect voltage regulation, such as elevator motors, saw rigs, welders, x-ray machines, etc., the City may require a contract for service which will take into consideration such additional equipment as deemed necessary to maintain satisfactory service to other customers. The customer may be required to install, at his own expense, special equipment to control such fluctuations.

The maximum size of one phase motors is limited to five horse power or ten horse power for three phase motors unless written approval is granted by the City prior to installation.

Service will not be rendered to any equipment having an uncorrected power-factor of less than 90 percent.

The customer shall pay the cost of any special installation, necessary to meet particular requirements for service at other than standard voltages, or for the supply of a closer regulation than what is required by standard practice.

16. City Inspection and Responsibility
   Inspection of electrical wiring and equipment for compliance with codes and
regulations other than those of the City is the responsibility of the appropriate governmental body having jurisdiction. Appropriate approvals and certificates must be obtained by the owner prior to connection of the City's service.

The City shall have the right, but shall not be obligated, to inspect the customer's wiring or equipment before service is supplied and at any future time as determined by the City. However, nothing in these procedures shall be construed as placing upon the City any responsibility for the inspection of, the condition, or the maintenance of the customer's wiring, energy-consuming devices or other equipment.

The City shall not be held liable for any loss or damage to people or property resulting from defects beyond the point of delivery or in the customer's installation, in the equipment or in the delivery of energy thereto.

17. Electric Service Facilities
   Standard voltages are:
   120 volts, 2 wire, single phase
   120/240 volts, 3 wire, single phase

   Those subject to three way availability:
   120/240 volts, 4 wire, three phase
   120/208 volts, 4 wire, three phase
   480 volts, 3 wire, three phase
   277/480 volts, 4 wire, three phase Wye
   7200 volts, 2-wire, single phase Wye
   12500 volts, 4-wire, three phase Wye

   Three-phase service is not normally available in residential, non-commercial or non-industrial zoned areas.

   The City will attempt to maintain voltage limits within 15 percent.

   Each customer is responsible for their own service protection.

18. Types of Service
   A. Overhead
   B. Underground

   Where underground electric service connections are required or desired, the following charges shall be paid to the City by the owner prior to any work being done.

   1. For a single-family residence within the existing city limits, $250 or the actual difference between overhead and underground installation, whichever is greater.

   2. For a single-family residence in a new annexed subdivision, $500, or the actual cost of such installation, whichever is greater.
3. For multi-family residence and mobile home courts, within the existing city limits, the actual difference in cost, as determined by the City, between overhead and underground installation.

4. For multi-family residence and mobile home courts in a new annexation, the actual cost of the underground installation as determined by the City.

5. For commercial, business, industrial or government use within the existing city limits, the actual difference in cost, as determined by the City, between single-phase overhead and the underground installation.

6. For commercial, business industrial or government use in a new annexation, the actual cost of the underground installation as determined by the City.

7. At the time the building permit is applied for, the customer or developer will pay an amount which is estimated by the City to be the cost to provide service under the above circumstances.

8. Upon completion of the installation, the actual cost of such installation shall be determined. If the deposit is greater than the cost, the surplus shall be refunded. If the cost is greater than the deposit, the difference shall be billed in the same manner and shall be treated as a billing for monthly electrical service.

9. Point of delivery to single family residence shall be a location underground approximately five feet from the corner of the structure nearest the transformer which will serve it or as designated by the City. Point of delivery to multi-family dwellings, trailer courts, commercial, business, industrial or governmental use shall be at a place designated by the City.

10. Point of delivery shall be clear of the sidewalk, driveway and any other obstruction to the excavation access. Where additions to the residence the City’s ownership and responsibility for such underground installations shall extend only to that portion thereof having no obstruction (construction, patio, sidewalk, planter or other such facilities) to excavation access.

11. The customer requesting or receiving underground electrical service installations shall be responsible for obtaining underground installation of telephone and television cable service facilities where such service is to be provided to the structure, and shall provide the City sufficient time in which to install electric facilities before telephone and television cable facilities are installed.

Contracts for underground service and payment of the appropriate fees shall be complete before the City will begin any work installing facilities.
In order to keep costs to a minimum, the scheduling and coordination of the various phases of work in a subdivision must be given careful consideration. Care should be exercised to insure that the installation of any utility equipment will not damage the utility facilities previously installed. Generally, this means that the utilities to be installed at the greatest depth shall be installed first.

The City will investigate all conversion requests. If the conversion is possible, the City will prepare an estimate for the total cost of the conversion. Upon payment of estimated costs by the customer, the City will schedule the work.

The City reserves the option to refuse underground service if this service is too physically or economically feasible.

19. Electric Line extensions

The City has a service area recognized by the State Utility Commission. Those basic supply facilities which serve the entire utility will be installed by the city at its expense. Distribution lines will be extended to serve permanent loads within the service areas as follows:

A. Within the City limits as existing January 1, 1979, the City has extended single-phase service along normal streets or right-of-ways to any permanent customer:

1. Extend a single phase overhead service up to 100 feet without additional charge to the customer.

2. Install a transformer or extend single-phase primary without additional charge to the customer.

3. Install a service pole, extend the overhead service beyond 100 feet, a three-phase service, a three-phase primary extension or a three-phase transformer bank for the additional cost above the comparable single-phase overhead installation.

A contract may be required and any payments due must be made to the City prior to construction.

B. Within the Urban Growth Boundary and outside the city limits as stated January 1, 1979, the customer shall pay all the costs of the required facilities extension. If system improvements to the existing system are required solely because of the customer’s development, he shall pay a pro-rated share of the cost of those system improvements based upon the ratio of his requirements to the total capacity of the system improvements. A contract will be required to be executed and all payments due must be made to the City prior to construction.

C. Outside the Urban Growth Boundary and inside the service area, the applicant pays all of the costs of the required extension and facilities. A contract will be
required and executed and all payments due must be made to the City prior to construction.

Upon written request by a prospective customer, or group of customers located in the same neighborhood, the City will make a feasibility study of line extension. The City makes a feasibility study of line extension. The City will estimate the construction costs of line extension.

The cost of construction includes the cost of materials and apparatus plus labor and other expenses for the transportation and installation of poles, hardware, conduit, conductor, trenching and backfill, transformers, meters and other equipment or materials, including the cost of engineering, general overhead, and contingencies connected with the line extension.

It is the City’s policy to furnish and install all streetlights at the developer’s expense; supplemental access or ornamental lighting is the sole responsibility of the developer. The City shall determine location, size and type of street lighting to be installed. The cost to the developer shall be:

A. $700 for a standard 25 foot metal pole with 250w HPS fixture
B. $500 for a standard 18 foot metal pole with 175w HPS fixture
C. In extremely special situations, a 25 foot wood pole with a 250w mercury vapor fixture may be installed, with Council approval, for $400.

The City will not purchase rights-of-way for distribution lines and facilities. The City also will not construct facilities on lands it does not own or have the right-of-way.

When the actual cost of an extension is different than the estimated cost, adjustments will be made in the customer’s contribution in aid of construction payment by revisiting the contribution figure on the basis of actual costs.

Sole and exclusive title to any extension constructed under these policies shall remain with the City.

The acceptance of the future maintenance and replacement costs of any new extension by the City shall be deemed the consideration received by the customer in exchange for the aid to construction charge.

20. Contracts

Any job requiring prepayment of utility facilities costs shall require a contract. All labor and overhead costs plus the costs of nonrecoverable or reusable materials shall be paid for in cash. The other remaining costs of the installation may be included in the contract terms.

Terms of the contract are set forth in section XI and the method of estimated costs are set forth in section XIX.

The term of a contract is given in each contract, but it shall not exceed 60 months.
The contract may be satisfied at any time before its term expires by payment of the total remaining amount due. These contracts are not transferable. Upon change of ownership the total remaining contract amount becomes immediately due and payable to the City. Any payments not made when due may become a lien on the property.

21. Security Deposit

A security deposit shall be in the amount set forth by resolution of the City Council except that when a customer has a history of fraudulent use of utilities, damaging electrical apparatus, or non-payment of utility bills in this or any other jurisdiction or is a bad credit risk according to a credit report from a credit reporting service, a security deposit of up to the sum of the two highest billings for electric service at that location in the previous twelve months (rounded to the nearest $5) or $230, whichever is higher may be required initially or upon discovery of such information. A customer to be charged with more than the standard security deposit shall have the right to appeal the increased deposit to the City Manager by filing a written notice of appeal with the Finance Director within ten days of being notified of the increased deposit. The decision to impose a higher deposit shall remain until the decision of the City Manager is rendered.

All renters will be required to make a deposit unless the landlord agrees in writing to maintain utility service in his name or signs to accept responsibility for payment of the renter’s electrical service.

All deposits shall be paid in full prior to service connection.

If a customer has had his service discontinued twice within a six-month period, the utility may require an additional deposit equal to an estimated two average month billings.

If service has been discontinued, the customer may be required to pay all energy billing due up to a date of discontinuation plus the reconnect fee.

The security deposit will draw interest.

The security deposit and earned interest will be applied to the customer’s account at the time of termination of service and any remaining balance will be refunded.

22. Mobile homes

All provisions herein governing rental units shall apply to rented mobile or manufactured homes. A security deposit under Section 21 may be required for an owner occupied mobile or manufacture home on rented real property if deemed necessary by the City.

Read-outs are handled in the same manner as for apartments.