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BEFORE THE ARIZONA CORPORATION COMMISSION

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COMMISSIONERS

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AZ CORP COMMISSION  
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IN THE MATTER OF THE APPLICATION OF  
SULPHUR SPRINGS VALLEY ELECTRIC  
COOPERATIVE, INC., FOR APPROVAL OF  
REVISIONS TO ITS SERVICE CONDITIONS.

DOCKET NO. E-01575A-14-0378

COMPLIANCE FILING

In Decision 74992, the Arizona Corporation Commission approved requested revisions to the Service Conditions of Sulphur Springs Valley Electric Cooperative, Inc. ("SSVEC" or "Cooperative"). On March 31, 2015, SSVEC made a compliance filing submitting a copy of its Service Conditions conforming to Decision 74992. Thereafter, Utilities Division Staff contacted the Cooperative and requested certain additional non-substantive revisions to address certain typographical errors in the Service Conditions. Attached hereto as Attachment 1 are corrected replacement pages to the copy of the Service Conditions that were filed on March 31, 2015. The corrected pages are pages iii, 15, 26-36 and C-1.

In addition to approving revisions to the Service Conditions, Decision 74992 directed SSVEC to make conforming revisions to certain provisions of its tariff. Attached hereto as Attachment 2 are revised pages 41, 42, 43 and a new page 43(a) which supersede and replace pages 41-43 of the existing tariff.

RESPECTFULLY SUBMITTED this 1<sup>st</sup> day of September, 2015.

Arizona Corporation Commission

DOCKETED

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DOCKETED BY

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ORIGINAL and thirteen (13) copies filed  
this 1<sup>st</sup> day of September, 2015, with:

Docket Control  
ARIZONA CORPORATION COMMISSION  
1200 W. Washington  
Phoenix, Arizona 85007

COPY of the foregoing hand-delivered this  
1<sup>st</sup> day of September, 2015, to:

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# **ATTACHMENT 1**

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D. Meter testing performed at the written request of the Customer. However, if SSVEC's test shows that the Meter is inaccurate by more than three (3) percent, the service charge will be waived or refunded to the Customer.

#### **2.5.7 SERVICE CALLS AFTER REGULAR BUSINESS HOURS**

Service charges as provided in SSVEC approved Tariffs shall be imposed for a service call after regular business hours for one of the following reasons:

A. Interruptions caused by the Customer's negligence or failure of Customer-owned equipment, even though SSVEC is unable to perform any work beyond the Point of Delivery. The Customer shall be advised about the responsibility for such charges before the service call starts.

B. Reconnection of Electric Service to any Customer previously disconnected for unlawful use of service (including tampering or theft), misrepresentation to SSVEC, unsafe conditions, threats to SSVEC personnel or property, failure to permit safe access, detrimental effects of Customer loads on SSVEC's system, or failure to establish credit and/or sign an agreement for service. Such work will be performed only when requested and agreed to by the Customer.

C. Premises visits regarding action associated with disconnection of Electric Service for non-payment of a delinquent bill (whether or not service is actually disconnected as a result of such visit) or for reconnection of Electric Service that has previously been disconnected for non-payment. The service charge may be applied in the case of reconnections effectuated through remote metering when the Customer has been disconnected for non-payment of a delinquent bill.

D. Should Electric Service be established during a period other than regular working hours at the Customer's request, the Customer may be required to pay an after-hour charge for the Service Connection. Where SSVEC scheduling will not permit Service Establishment on the same day requested, the Customer can elect to pay the after-hour charge for establishment that day or his service will be established on the next available normal business day.

E. For the purpose of this Section, the definition of Service Establishments is where the Customer's facilities are ready and acceptable to SSVEC and SSVEC needs only to install a Meter, read a Meter, or turn on Electric Service.

F. Except in emergency situations, as determined by SSVEC in its sole discretion, SSVEC will not make a service call after 9:00 p.m.

#### **2.5.8 CHARGES FOR ELECTRIC SERVICE CONNECTIONS**

A. New and Additional Electric Service Connections. Service charges as provided in SSVEC approved Tariffs shall be imposed for new and additional Electric Service or for a change in Electric Service location to a new address.

- (1) Size of the delinquent account.
- (2) Customer's ability to pay.
- (3) Customer's payment history.
- (4) Length of time that the debt has been outstanding.
- (5) Circumstances which resulted in the debt being outstanding.
- (6) Any other relevant factors related to the circumstances of the Customer.

Customers desiring to enter into a deferred payment plan (if offered by SSVEC) shall establish such agreement prior to SSVEC's scheduled termination date for nonpayment of bills. The Customer's failure to execute such an agreement prior to the termination date will not prevent SSVEC from disconnecting service for nonpayment.

Deferred payment plans may be in writing and may be signed by the Customer and an authorized SSVEC representative.

A deferred payment plan may include an ACC-approved finance charge.

If the Customer has not fulfilled the terms of a deferred payment plan, SSVEC may disconnect service pursuant to the termination of service rules and SSVEC will not be required to offer subsequent negotiation of a deferred payment plan prior to disconnection.

## **2.20 TERMINATION OF ELECTRIC SERVICE**

### **2.20.1 NON-PERMISSIBLE REASONS TO DISCONNECT ELECTRIC SERVICE**

SSVEC may not disconnect Electric Service for any of the reasons stated below:

A. Delinquency in payment for Electric Services rendered to a prior Customer at the Premises where service is being provided, except in the instance where the prior Customer continues to reside on the Premises.

B. Failure of the Customer to pay for Electric Service or equipment which is not regulated by the ACC.

C. Nonpayment of a bill related to another class of Electric Service.

D. Failure to pay for a bill to correct a previous under-billing due to an inaccurate Meter or Meter failure if the Customer agrees to pay over a reasonable period of time.

E. SSVEC shall not terminate residential Electric Service where the Customer has an Inability to Pay and:

- (1) The Customer can establish through medical documentation that, in the opinion of a licensed medical physician, termination would be especially dangerous to the Customer's, or a permanent resident residing on the Customer's Premises, health;
- (2) Life supporting equipment used in the home that is dependent on SSVEC Electric Service for operation of such apparatus; or
- (3) Where weather will be especially dangerous to health as defined herein or as determined by the ACC.

F. Residential Electric service to ill, Elderly, or Handicapped Persons who have an Inability to Pay will not be terminated until all of the following have been attempted:

- (1) The Customer has been informed of the availability of funds from various government and social assistance agencies of which SSVEC is aware.
- (2) A third party previously designated by the Customer (if applicable) has been notified and has not made arrangements to pay the outstanding SSVEC bill.

G. A Customer utilizing the provisions of Paragraphs E or F above may be required to enter into a deferred payment agreement with SSVEC within ten (10) Days after the scheduled termination date.

H. Failure to pay the bill of another Customer as guarantor thereof.

I. Disputed bills where the Customer has complied with the ACC's rules on Customer bill disputes.

#### **2.20.2 TERMINATION OF ELECTRIC SERVICE WITHOUT NOTICE**

A. SSVEC's Electric Service may be disconnected without advance written Notice under the following conditions:

- (1) The existence of an obvious hazard to the safety or health of the Customer or the general population or SSVEC's personnel or facilities;
- (2) SSVEC has evidence of Meter Tampering or fraud; or
- (3) Failure of a Customer to comply with the Curtailment procedures imposed by SSVEC during supply shortages.

B. SSVEC shall not be required to restore Electric Service until the conditions which resulted in the termination have been corrected to the satisfaction of SSVEC.

C. SSVEC shall maintain a record of all terminations of Electric Service without Notice. This record shall be maintained for one (1) year and available for ACC inspection.

### **2.20.3 TERMINATION OF ELECTRIC SERVICE WITH NOTICE**

A. SSVEC may disconnect Electric Service to any Customer for any reason stated below provided SSVEC has met the Notice requirements established by the ACC with the exception of those items referenced in Section 2.20.1 of the SSVEC Service Conditions:

- (1) Customer violation of any of SSVEC's Tariffs.
- (2) Failure of the Customer to pay a delinquent bill for SSVEC Service.
- (3) Failure to meet or maintain SSVEC's deposit requirements.
- (4) Failure of the Customer to provide SSVEC reasonable access to its equipment and property.
- (5) Customer breach of contract for Electric Service between SSVEC and Customer.
- (6) When necessary for SSVEC to comply with an order of any governmental agency having such jurisdiction.

B. SSVEC shall maintain a record of all terminations of Electric Service with Notice. This record shall be maintained for one (1) year and available for ACC inspection.

### **2.20.4 TERMINATION NOTICE REQUIREMENTS**

A. SSVEC shall not terminate Electric Service to any of its Customers without providing advance written Notice to the Customer of SSVEC's intent to disconnect Electric Service, except under those conditions specified where advance written Notice is not required.

B. Such advance written Notice shall contain, at a minimum, the following information:

- (1) The name of the Person whose Electric Service is to be terminated and the address where Electric Service is being rendered.
- (2) SSVEC Tariff that was violated and explanation thereof or the amount of the bill which the Customer has failed to pay in accordance with the payment policy of SSVEC, if applicable.
- (3) The date on or after which Electric Service may be terminated.
- (4) A statement advising the Customer to contact SSVEC at a specific address or phone number for information regarding any deferred

payment or other procedures which SSVEC may offer or to work out some other mutually agreeable solution to avoid termination of the Customer's Electric Service.

- (5) A statement advising the Customer that SSVEC's stated reason for the termination of Electric Services may be disputed by contacting SSVEC at a specific address or phone number, advising SSVEC of the dispute and making arrangements to discuss the cause for termination with a responsible employee of SSVEC in advance of the scheduled date of termination. The responsible employee shall be empowered to resolve the dispute and SSVEC shall retain the option to terminate Electric Service after affording this opportunity for a meeting and concluding that the reason for termination is just and advising the Customer of his right to file a complaint with the ACC.

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

#### **2.20.5 TIMING OF TERMINATIONS WITH NOTICE**

A. SSVEC shall give at least five (5) Days' advance written Notice prior to the termination date.

B. Such Notice shall be considered to be given to the Customer when a copy thereof is left with the Customer or posted first class in the United States mail, addressed to the Customer's last known address or electronically transmitted via secure web server, if applicable.

C. After the period of time allowed by the Notice has elapsed, if the delinquent account has not been paid nor arrangements made with SSVEC for the payment thereof or in the case of a violation of SSVEC's rules, the Customer has not satisfied SSVEC that such violation has ceased, SSVEC may then terminate Electric Service on or after the day specified in the Notice without giving further Notice.

D. Electric Service may be disconnected in conjunction with a personal visit to the Premises by an authorized representative of SSVEC or remotely.

E. SSVEC shall have the right (but not the obligation) to remove any or all of its property installed on the Customer's Premises upon the termination of Electric Service.

#### **2.20.6 LANDLORD/TENANT RULE**

A. In situations where Service is rendered at an address different from the mailing address of the bill or where SSVEC knows that a landlord/tenant relationship exists and that the landlord is the Customer of SSVEC, and where the landlord as a Customer would otherwise be subject to disconnection of service, SSVEC may not disconnect service until the following actions have been taken:

B. Where it is feasible to so provide Electric Service, SSVEC, after providing Notice, as required in these Service Conditions, shall offer the occupant the opportunity to subscribe for Electric Service in his or her own name. If the occupant then declines to so subscribe, SSVEC may disconnect Electric Service in accordance with these Service Conditions.

C. SSVEC shall not attempt to recover from a tenant any outstanding bills or other charges due upon the outstanding account of the landlord.

## **2.21 SERVICE TERMINATION PROCEDURE**

After SSVEC delivers the required Electric Service termination Notice, it shall observe the following procedure:

A. In the case of a delinquent account only, and except for remote metered services, the SSVEC employee assigned to disconnect Electric Service shall make reasonable efforts before termination to identify themselves as SSVEC personnel to the Customer, describe the purpose of their presence at the Customer's Premises, and advise the Customer that payment of the total amount due can be accepted in the field to prevent termination.

B. In the case of a delinquent account only, the Customer may pay the total amount due to authorized SSVEC personnel assigned to terminate Electric Service, including a service charge as provided in SSVEC's Tariffs. If the Customer does not pay the total amount due, Electric Service may be disconnected. SSVEC may require that the payment be made by cash, credit card, money order, or cashier's check in lieu of a personal check.

## **2.22 NON-LIABILITY**

The Cooperative shall not be liable to the Customer or any third party for any loss, injury, death, or damage to property resulting from the Customer's use of his/her equipment or from the use of Electric Service beyond the Point of Delivery. It is the Customer's responsibility to provide adequate protective equipment to protect the Customer's equipment from high or low voltage, phase reversals, or single-phasing conditions.

## **2.23 UNLAWFUL USE OF ELECTRIC SERVICE**

When accepting service, the Customer agrees that only authorized SSVEC representatives shall be allowed to remove or replace any Cooperative equipment installed on the Customer's property. The Customer will be held responsible for any broken seals, tampering or interfering with the Cooperative's Meter(s), equipment, or property installed on the Customer's premises. In cases where SSVEC has evidence of Meter Tampering or theft of Electric Service, the Electric Service shall be subject to immediate disconnection. SSVEC shall not be required to restore Electric Service until the conditions which resulted in the termination have been corrected to the satisfaction of SSVEC. SSVEC shall be entitled to collect the applicable rate and Energy usage not recorded on the Meter as a result of the Meter Tampering or theft of Electric Service, as well as all applicable services charges, expenses incurred by SSVEC for property damage, investigation of the illegal act, and any legal expenses and court costs. The Customer should be aware it is a felony to tamper with the property of a utility per A.R.S. 13-1602.

## **2.24 THREATS TO SSVEC PERSONNEL OR PROPERTY**

Threats to SSVEC personnel or property shall not be tolerated and Electric Service to the threatening party may be discontinued until such action has been taken that SSVEC is assured that it may serve the threatening party without danger to SSVEC personnel or property. The Customer shall pay the applicable service charge for reconnection before Electric Service will be restored.

## **2.25 FAILURE TO PERMIT SAFE ACCESS**

Any barrier or obstacle preventing safe access to any SSVEC facility or property shall be eliminated at the Customer's expense. The Customer shall provide adequate assurance to SSVEC that reasonable access shall be permitted in the future.

## **2.26 DETRIMENTAL EFFECTS OF THE CUSTOMER'S EQUIPMENT OR OPERATING PROCEDURES**

The Customer shall eliminate or correct the conditions causing detrimental effects on SSVEC equipment or the integrity of its facilities, pay any damages, including repair costs, caused by the Customer, provide adequate assurance to SSVEC that similar conditions shall not occur in the future, and pay any applicable service charges for reconnection.

## **2.27 USE OF SERVICE**

Except in cases of existing Master Metered mobile home parks or multifamily apartments, Electric Service under all rate schedules shall not be resold or shared with others.

## **3. TECHNICAL STANDARDS AND REQUIREMENTS RELATED TO EXTENSIONS OF ELECTRIC SERVICE**

The following provisions ("extension policy") have been adopted to provide service to Customers whose requirements are deemed by SSVEC to be ordinary course in nature. In unusual circumstances, when the application of these provisions are impractical, or in the case of extension of lines to be operated above the specified voltages in the applicable rate schedule, or in case the Customer's requirements exceed 1,000 kVA, SSVEC shall make a study of the conditions to determine the basis on which Electric Service may be rendered. All Line Extensions are made on the basis of proper system integration. Guides are offered below for use in circumstances where new Line Extension feasibility is generally acceptable.

### **3.1 STANDARD VOLTAGES**

The extension shall be designed and constructed for operation at the standard distribution voltages used by SSVEC in the particular area in which the extension is located, but this policy is not applicable to extensions which require the installation of any lines or equipment operating at more than those specified voltages in the applicable rate schedule or demands of greater than 1,000 kVA. In the case of 3-phase service, a Line Extension shall be made under this extension policy where the Customer has installed major 3-phase equipment (single units of 10 HP or more or where total aggregate nameplate horsepower (HP) of all connected 3-phase motors exceed 15 HP). Voltage other than those specified for the various rate classes shall be considered as

abnormal voltage and considered under the terms of Section 3.2. Only single phase/three wire or three phase/four wire services shall be provided to normal rate classes. Three phase Delta voltages supplied from an underground primary system shall be considered abnormal and nonstandard. Steady state voltage shall be maintained pursuant to Arizona Administrative Code R14-2-208.F.2.

Standard voltages provided by SSVEC and available to all Customers are:

120/240 volts, single-and three-phase (three-phase is not available from underground primary systems);

240/480 volts, single-phase only;

120/208 volts, single-and three-phase; and

277/480 volts, three-phase.

### **3.2 ABNORMAL LOADS AND SERVICES**

Abnormal loads are those requiring nonstandard voltages or three-phase motors larger than 200 HP, single-phase motors 10 HP and larger, single-phase to three-phase converters, intermittent loads (large welders, electric furnaces, elevators, etc.) or others requiring non-standard service characteristics. SSVEC may, at its option, extend Service to an abnormal load provided the Customer shall advance to SSVEC the entire cost, as a non-refundable Contribution in Aid-of-Construction for all materials, labor, overhead, and any special equipment required to serve the load, plus other costs that may be negotiated in a contract between the Customer and SSVEC. The Customer may buy, install, own, and maintain conversion equipment from SSVEC's standard voltages, currents, or locally available primary system to the Customer's nonstandard utilization form. Standby and/or auxiliary service shall be considered as abnormal. The use of "written pole" motors, when approved by SSVEC, may allow the connection of larger motors.

### **3.3 OVERHEAD AND UNDERGROUND SERVICE**

SSVEC shall provide either overhead or underground Service under the provisions of its extension policy.

### **3.4 SPECIAL CONSTRUCTION**

In all cases, SSVEC construction standards and materials are used as guidelines for SSVEC installations of overhead or underground materials and equipment. Any deviation from these standards is considered special construction and is normally disallowed. Routings other than those selected and preferred by SSVEC shall be considered special construction. The Customer shall pay any additional cost for special construction above normal construction. Special construction shall be provided at the discretion of SSVEC.

### **3.5 METERING AND SERVICE ENTRANCE REQUIREMENTS**

The Cooperative reserves the right to Meter consumer's requirements in the most practical manner, either primary or secondary voltage.

For loads served at transmission voltage (over 15 kV) where the Customer owns the service transformer, SSVEC reserves the right to Meter consumer's requirements at secondary voltage, in which event the kW and kWh will be multiplied by a factor ranging from 1.02 through 1.10 to allow for transformation losses, depending upon the consumer's transformer impedance data.

### **3.6 METERING AND METER TEST POLICY**

It shall be the policy of SSVEC to pursue metering accuracy by every practical method. Meters and metering equipment purchased by SSVEC shall be of good quality and all equipment subject to calibration shall be thoroughly tested by methods and equipment acceptable throughout the electric metering industry before installation. Meters requiring installation of metering transformers and associated wiring shall be installed and checked by trained and competent personnel. Accurate watt hour, voltage, and current measuring standard Meters shall be carefully maintained under controlled conditions and periodically compared with standard instruments traceable to the National Institute of Standards and Technology. Testing, adjustment, and calibration procedures shall be as narrow as practical and generally more strict than the standards under which SSVEC is regulated. The following provisions of compliance meet or exceed regulatory requirements and guidelines:

#### **3.6.1 STANDARDS FOR ACCURACY**

SSVEC shall comply with accuracy requirements of the ACC for revenue metering. SSVEC shall also comply with ANSI C12 Code for electric metering, Section 8, Arizona Administrative Code R14-2-209.E, which prescribes standards for Meters in service performance, Meter testing, required accuracy, etc.

#### **3.6.2 PERIODIC TESTING PROGRAM**

The test program used shall be Periodic Test Schedule 8.1.8.4., which requires that all SSVEC Meters having surge-proof magnets shall be tested at least every sixteen (16) years, and Schedule 8.2.3.1., which requires that block interval Demand Meters be tested at least every twelve (12) years, and lagged Demand Meters at least every eight (8) years.

#### **3.6.3 METER ERROR CORRECTIONS**

Any Customer may request a test on a Meter that is in the Customer's name and billed to the Customer. Test request forms are available at each SSVEC office which the Customer shall sign. The applicable service charge and Meter test charge for Service calls during regular business hours shall also be made in accordance with SSVEC's Tariffs.

If the Meter is more than 3% inaccurate, averaged between light and heavy load tests, tests slow or has stopped, all applicable Meter test and service charges shall be waived and the correction of previous bills will be made under the following terms:

A. If the date of the Meter error can be definitely fixed, SSVEC shall adjust the Customer's billings back to that date. If the date of the Meter error cannot be determined, adjustments to that Customer's bills will be limited to three months for residential Customers and six months for non-residential Customers. No such limitations shall apply to overbilling. If the Customer has been under-billed, SSVEC will allow the Customer to repay the difference over an equal length of time that the under-billings occurred. The Customer shall be allowed to pay the back bill without late payment penalties, unless there is evidence of Meter tampering or energy diversion.

B. If it is determined that the Customer has been over-billed and there is no evidence of Meter tampering or energy diversion, SSVEC will make prompt refunds in the difference between the original billings and the corrected billings.

C. No adjustment shall be made by SSVEC except to the Customer last served by the Meter tested.

The Meter shall be tested in the Meter shop before any adjustments are made, and if practical, before the Meter cover is removed. The Customer or a Customer representative may be present when the Meter is tested, but this must be stated in writing at the time the test request is made. If requested to do so, SSVEC personnel shall attempt to arrange a test during regular business hours with the Customer present. If, 30 Days after Meter removal, SSVEC has been unable to arrange such a test because of failure on the Customer's part to attend the test, SSVEC shall test the Meter without the Customer being present. The Customer shall be notified of the results of the test by mail within a reasonable time after the test has been completed.

### **3.7 CUSTOMER SERVICE ENTRANCE POLICY**

Customer Service Entrances shall be in compliance with applicable current SSVEC Customer Service Entrance requirements before being energized by SSVEC. If the Customer elects to increase the Customer Service Entrance ampacity, and this requires increasing the conductor size, the Meter base ampacity or the Service disconnect ampacity, the Customer Service Entrance shall be brought up to current SSVEC requirements before being reconnected. Exhibits of Customer Service Entrance requirements are attached to these Service Conditions.

### **3.8 MINIMUM SAFETY STANDARDS**

If the Meter is removed by Customer request or for nonpayment or other cause, the Customer Service Entrance shall be brought up to minimum safety requirements in accordance with SSVEC Customer Service Entrance requirements, as well as the NEC, NESC, EUSERC, and all local codes and various inspection authorities before being reconnected. If the existing Customer Service Entrance cannot be brought up to these minimum standards due to the poor condition of components or location impracticality, it shall be replaced with a new installation that is in compliance with the applicable codes and requirements.

### **3.9 UNSAFE CONDITIONS**

If it comes to the attention of SSVEC that the Customer's Service Entrance is in such a condition that it is very likely to cause death or serious injury, SSVEC shall accept no liability and shall endeavor to notify the Customer of the unsafe condition. If immediate action is not

taken by the Customer, SSVEC shall disconnect the Customer Service Entrance until the above minimum safety requirements are met.

### **3.10 SAFE ACCESS**

SSVEC personnel shall have safe access to the Customer Service Entrance and metering equipment at all reasonable times. Upon denial of safe access, or if such access is made hazardous by the presence of dangerous animals or other obstructions, Electric Service may be terminated until such safe access is provided.

## **4. CONDITIONS FOR EXTENSION OF SERVICE FACILITIES**

### **4.1 CONDITIONS FOR ESTABLISHMENT OF PERMANENT SERVICE**

Permanent Service can be established upon compliance with all applicable provisions of these Service Conditions.

### **4.2 AVAILABILITY OF SERVICE FACILITIES**

Electric Service is available to all Customers and potential Customers located along existing Distribution Lines within the boundaries of the certificated area in which SSVEC operates. Electric Service requiring Line Extensions is also available to any Customer or potential Customer located any place within SSVEC's certificated area in accordance with the provisions of this Section 4.

### **4.3 OWNERSHIP**

SSVEC shall own all materials, equipment, and structures that it furnishes and installs. Lines and other Service facilities for which the Customer pays Advance-in-Aid-of-Construction, or Contribution-in-Aid-of-Construction shall be owned by SSVEC. Equipment, materials, or facilities furnished to SSVEC specifications by the Customer for its use shall be owned by Customer. Transformers and facilities for Electric Service provided under schedules SP and P for abnormal loads shall be owned by the Customer. Where individual or unusual substation installations are required to serve the Customer, SSVEC reserves the right to require the Customer to make (at the Customer's expense) the necessary, complete installation (consisting of transformer, structure, protective devices, etc.) required to provide adequate Electric Service to the Customer, and, in such event, the Customer will own, operate, and maintain said installation but will benefit by incurring a savings of capacity charges as part of the rate.

### **4.4 DISTRIBUTION LINE EXTENSION ESTIMATES AND FEE SCHEDULES**

A. Upon request by an applicant for a Line Extension, SSVEC shall prepare, without charge, a preliminary sketch and rough estimate of the construction costs to be paid by the applicant.

B. An applicant for a Line Extension requesting SSVEC to prepare detailed plans, specifications, or design estimates may be required to pay SSVEC an amount equal to the estimated cost of preparation. Upon submission of a written request for a Line Extension,

SSVEC shall make available, within ninety (90) Days after receipt of all necessary documentation and the design fee, such plans, specifications, or design estimates of the proposed Line Extension. The design fee shall be nonrefundable. Any charges to the Customer shall be provided in the design estimate. Engineering design estimates shall be valid for ninety (90) Days from the date of issuance. If the Customer or prospective Customer does not enter into a Line Extension agreement with SSVEC for Electric Service within this ninety (90) Day period, then thereafter, a new request for engineering design services shall be initiated and subject to a fee assessment as set forth herein. Monies collected by SSVEC for the original engineering design estimates are non-refundable.

C. To ascertain field conditions prior to finalizing a design estimate, it will be necessary to survey the route to the field. The Customer shall be given at no cost one engineering survey with engineering design services provided by SSVEC. The cost of any additional engineering survey performed as the result of changes requested by the Customer after completion of the initial survey may, at the discretion of SSVEC, be billed to the Customer at SSVEC's current rates for labor, transportation, equipment, and materials.

D. Subdivisions providing SSVEC with approved final plans shall be provided with plans and/or design estimates within forty-five (45) Days after receipt of the application design fee and any required design information.

E. Applicants requesting engineering design estimates for new Electric Service or service upgrades will be charged the following fees:

Type of Service	No. Lots/Service(s)	Fee
Residential/GS	1 lot	\$100
Subdivision	2 or more lots	\$1,000 plus \$10 per lot in excess of 10 lots
Commercial (OH & UG)	1 to 3 buildings	\$1000 plus \$100 per building in excess of 3
Main Distribution		\$0.25 per foot

F. Each and every request for an engineering design estimate and each and every alteration to all initial requests for engineering design services will be considered as an individual request and assessed a fee assessment as set forth above.

G. All design fees shall be paid to SSVEC by the Customer or prospective Customer prior to SSVEC engaging in engineering design estimates as requested by the Customer or prospective Customer.

H. Engineering design estimates shall be valid for ninety (90) Days from the date of issuance. If the Customer or prospective Customer does not enter into a Line Extension agreement with SSVEC for service within this ninety (90) Day period, then thereafter, a new request for engineering design services shall be initiated and subject to a fee assessment as set forth above.

## EXHIBIT C

### COMMERCIAL & RESIDENTIAL (201-400 amperes / 0-600 volts)

#### SULPHUR SPRINGS VALLEY ELECTRIC COOPERATIVE

#### SERVICE ENTRANCE REQUIREMENTS

#### COMMERCIAL AND RESIDENTIAL

#### 201 THROUGH 400 AMPERES

#### 0 TO 600 VOLTS

1. **SCOPE OF SPECIFICATION:** This specification is supplementary to general specification Exhibit A, and is not a complete specification.

This specification shall apply to commercial and residential service entrances rated 201 through 400 amperes inclusive, 0 to 600 volts. Exception: See Paragraph No. 5.

2. **DETERMINATION OF SERVICE ENTRANCE AMPACITY:** A single main disconnect is normally required. If more than one disconnect is allowed (such as the 320 amp Meter described below), the service entrance ampacity shall be the sum of the ampacity of the main service disconnect(s) devices. It shall not be larger than 400 amperes for this specification. The nameplate ampacity of a fused main switch determines the disconnect ampacity regardless of the fuse size installed. In a circuit breaker type service disconnect, the nameplate ampacity of the main circuit breaker determines the disconnect ampacity. The sum of ratings of the main fused switches or circuit breakers shall not be permitted to exceed the ampacity of any main bus or the manufacturer's equipment rating label.

3. **CURRENT TRANSFORMER ENCLOSURE:** For service entrances of 201 to 400 amperes, as determined by the sum of the nameplate ampacity of the service disconnect(s), a raintight current transformer enclosure, with an approved mounting base for bar-type current transformers shall be used. The enclosure shall be furnished and installed by the Customer or contractor. An approved free-standing service entrance section (see Exhibit D) conforming to EUSERC requirements may be used as an alternative.

For three-wire services, single phase or three phase, the enclosure shall be equivalent or superior to a Circle A W Products 20" x 36" x 11." the Customer will supply the mounting base for the CT's, equivalent to a Beeline 6019-A, and bi-metal supply termination lugs with an upward range to 350 MCM.

For four-wire services, delta (such as 120/240 volt) or wye (such as 120/208 or 277/480 volt), the enclosure shall be equivalent or superior to Circle A W or Milbank Products, 36" x 42" x 11" N3R CT, with a Beeline mounting base 6067HA, or equivalent, installed along with the appropriate termination lugs as noted above. Please note that a 3" hub is the largest factory type hub available for both of these enclosures. Where a larger hub is needed, a knockout type raintight hub shall be used.

When served by underground service entrance conductors, the current transformer enclosure shall be equipped with a neutral deadend block.

# **ATTACHMENT 2**

## ELECTRIC RATES

SULPHUR SPRINGS VALLEY  
ELECTRIC COOPERATIVE, INC.  
350 N. Haskell Ave  
Willcox, Arizona 85644-0820

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Effective Date: September 1, 2009

### STANDARD OFFER TARIFF

#### SCHEDULE OF SERVICE CHARGES SCHEDULE SC

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This schedule sets the amount of various service charges and other miscellaneous charges which have been authorized in the Cooperative's Service Conditions.

#### 1. CHARGES FOR ELECTRIC SERVICE CONNECTIONS.

- a. NEW AND ADDITIONAL SERVICE. A non-refundable service charge of \$50.00 plus applicable taxes, shall be imposed for each of the following:
  - 1) A new or additional Electric Service Connection;
  - 2) A former Customer reapplying for Electric Service;
  - 3) For a change in Electric Service location to a new service address.
- b. SERVICE CONNECTION CALLBACKS. A nonrefundable service charge of \$40.00, plus applicable sales tax, shall be imposed for a return trip to connect Electric Service if, at the Customer's request, it was previously made available at the Point of Delivery, if an inaccurate service address provided by the Customer results in a service connection callback, or if the Customer postpones or cancels any service order already completed by the Cooperative. Except in emergency situations, as determined by the Cooperative in its sole discretion, the Cooperative will not connect Electric Service after 9:00 p.m.
- c. PROPERTY DAMAGE. The Customer shall be billed for damages to the Cooperative's equipment or property caused by the Customer or the Customer's employee(s) or agent(s). Such damages and the cost of repair shall be billed at the Cooperative's current rates for labor, transportation, equipment, and materials, less appropriate credit for salvage, if any.

#### 2. SERVICE CALLS DURING REGULAR BUSINESS HOURS.

A service charge of \$50.00, plus applicable sales tax, plus mileage at the applicable IRS rate per mile for the current year will be imposed for a service call performed during regular business hours for one of the following reasons:

- a. Interruptions caused by the Customer's negligence or failure of Customer-owned equipment, even though the Cooperative is unable to perform any work beyond

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**SCHEDULE SC**

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the Point of Delivery. Reasonable efforts will be made to advise the Customer about the responsibility for such charges before the service call starts.

- b. Reconnection of Electric Service to any Customer previously disconnected for unlawful use of service (including tampering or theft), misrepresentation to the Cooperative, unsafe conditions, threats to Cooperative personnel or property, failure to permit safe access, detrimental effects of Customer loads on the Cooperative's system, or failure to establish credit and/or follow procedures to establish Electric Service.
- c. Premises visits regarding action associated with disconnection of Electric Service for non-payment of a delinquent bill (whether or not service is actually disconnected as a result of such visit) or for reconnection of Electric Service that has previously been disconnected for non-payment. The service charge may be applied in the case of reconnections effectuated through remote metering when the Customer has been disconnected for non-payment of a delinquent bill.
- d. Meter testing performed at the written request of the Customer. However, if SSVEC's test shows that the Meter is inaccurate by more than three (3) percent, the service charge will be waived or refunded to the Customer.

**3. NON-PAYMENT COLLECTION FEE DURING REGULAR BUSINESS HOURS.**

A non-refundable charge of \$40.00, plus applicable sales tax, shall be imposed each time an SSVEC employee must make a visit to the Premises regarding action associated with disconnection of Electric Service for non-payment of a delinquent bill or for reconnection of Electric Service that has previously been disconnected for non-payment. This charge shall also apply to reconnections effectuated through remote metering when the Customer has been disconnected for non-payment of a delinquent bill.

**4. SERVICE CALLS AFTER REGULAR BUSINESS HOURS.**

A service charge of \$75.00, plus applicable sales tax, plus mileage at the applicable IRS rate per mile for the current year will be imposed for a service call after regular business hours for one of the following reasons:

- a. Interruptions caused by the Customer's negligence or failure of Customer-owned equipment, even though the Cooperative is unable to perform any work beyond the Point of Delivery. Reasonable efforts will be made to advise the Customer about the responsibility for such charges before the service call starts.
- b. Reconnection of Electric Service to any Customer previously disconnected for unlawful use of service (including tampering or theft), misrepresentation to the Cooperative, unsafe conditions, threats to Cooperative personnel or property, failure to permit safe access, detrimental effects of Customer loads on the Cooperative's system, or failure to establish credit and/or follow procedures to

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**SCHEDULE SC**

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establish Electric Service. Such work will be performed only when requested and agreed to by the Customer.

- c. Premises visits regarding action associated with disconnection of Electric Service for non-payment of a delinquent bill (whether or not service is actually disconnected as a result of such visit) or for reconnection of Electric Service that has previously been disconnected for non-payment. The service charge may be applied in the case of reconnections effectuated through remote metering when the Customer has been disconnected for non-payment of a delinquent bill.
- d. Where SSVEC scheduling will not permit Service Establishment on the same day requested, the Customer can elect to pay the after-hour charge for establishment that day or his service will be established on the next available normal business day.

For the purpose of this Section, the definition of Service Establishment is where the Customer's facilities are ready and acceptable to the Cooperative and the Cooperative needs only to install a Meter, read a Meter, or turn on Electric Service. Except in emergency situations, as determined by the Cooperative in its sole discretion, the Cooperative will not make a service call after 9:00 p.m.

**5. METER TEST.**

A service charge of \$50.00 plus a meter test charge of \$50.00 plus applicable sales tax shall be imposed for meter testing performed at the written request of the Customer. However, if the Cooperative's test shows that the meter is inaccurate by more than 3%, the service charge and the meter test charge will be waived or refunded to the Customer and Energy charges will be adjusted accordingly for the three (3) immediately previous Billing Periods only.

**6. INSUFFICIENT FUNDS (NSF) OR RETURNED PAYMENTS.**

A service charge of \$25.00 per NSF or returned payment plus a late payment charge (if applicable) of 1.5 percent per month on the unpaid, delinquent balance plus any applicable sales tax, shall be imposed for each collection action taken by the Cooperative, exclusive of collection charges.

**7. METER REREADS.**

A service charge of \$50.00 shall be charged for rereads, provided that the original reading was not in error.

**8. LATE PAYMENT CHARGE.**

A late payment charge of 1.5 percent per month shall be charged on all outstanding balances which remain unpaid as of each new monthly billing date.

SCHEDULE OF SERVICE CHARGES  
SCHEDULE SC

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9. PUMP AND EQUIPMENT TESTS.

Pump and equipment tests conducted by large power, water pumping, irrigation, and general service Customers shall be billed under the GS rate. No discounts will be provided for pump and equipment tests.

Billing under this schedule will be increased by an amount equal to the sum of all Federal, State, County, Municipal and other governmental levies.