



# **ELECTRIC SERVICE GUIDELINES**

**Updated 08/10/2016**

These Guidelines were originally adopted by the  
Board of Directors of Electrical District No. 3 of Pinal County, Arizona,  
on November 13, 2001 by the pursuant to ARS § 48-1747.

All revisions or updates are dated herein.

Pursuant to ARS § 48-1747, these ELECTRIC SERVICE GUIDELINES were originally adopted by the Board of Directors of Electrical District No. 3 of Pinal County, Arizona, on November 13, 2001. **ALL REVISIONS AND UPDATES ARE DATED HEREIN.**

## **SECTION A – RULES & REGULATIONS**

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4.	<b>SOLAR PROGRAM</b>		
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**SECTION A**

**RULES &  
REGULATIONS**

**UPDATED 03/15/2016**

Pursuant to ARS § 48-1747, these ELECTRIC SERVICE GUIDELINES were originally adopted by the Board of Directors of Electrical District No. 3 of Pinal County, Arizona, on November 13, 2001. **ALL REVISIONS AND UPDATES ARE DATED HEREIN.**

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## 1.0 **PREAMBLE**

These Electric Service Guidelines were adopted pursuant to A.R.S. Section 48-1747.

### 1.1 **All Services Provided:**

1.1.1 These Electric Service Guidelines are a part of all contracts for receiving electric service from the Electrical District No. 3, Pinal County, Arizona, (herein after referred to as the "District"), and apply to all service received from the District, whether the service is based upon contract, agreement, signed application, or otherwise. A copy of this document, together with a copy of the District's schedule of rates and charges, shall be kept open for inspection at the offices of the District.

### 1.2 **Revision:**

1.2.1 These Electric Service Guidelines may be revised, amended, supplemented, or otherwise changed by the Board of Directors from time to time, without notice to the Customer other than that required under the open meeting laws. Such changes, when effective, shall have the same force as the present Electric Service Guidelines.

### 1.3 **Conflict:**

1.3.1 In case of conflict between any provision of a rate schedule and any Electric Service Guidelines provisions, the rate schedule shall apply. If an issue arises which is not, or is only partially addressed in these Electric Service Guidelines or other applicable documents, the District reserves the right to then consider the issue and implement the policy or practice pertinent to it.



## 2.0 **APPLICATION FOR SERVICE**

### 2.1 **Standard Form of Application**

2.1.1 Regardless of the form of application for service, the delivery of electric service by the District and the acceptance thereof by the Customer shall be deemed to constitute an agreement to be bound by all Rules and Regulations hereunder.

### 2.2 **Security Deposits – Residential**

2.2.1 Before furnishing service to a prospective Residential Customer desiring electric service, the District may require the prospective Customer to furnish a Cash Deposit guaranteeing the payment of power bills. See **Section 26.0** Schedule of Charges and Fees. The Cash Security Deposit may be waived under the following conditions:

2.2.1.1 Proof of service of a comparable nature with the District within the past two (2) years and was not delinquent in payment more than twice during the last twelve (12) consecutive months of service or was not disconnected for nonpayment; or

2.2.1.2 A satisfactory report is obtained by the District from a credit reporting agency of the District's choice.

2.2.2 Security Deposits may be credited against the Residential Customer's account after two (2) years of satisfactory payment of bills by the Customer, or upon termination of service to the account.

2.2.3 Cash Deposits or other Instruments of Credit will not be returned if the Customer has been delinquent more than two (2) times on the payment of bills or is disconnected for non-payment during the past twelve (12) consecutive months or if the District determines that the Customer's future ability to pay in a normal manner may be in jeopardy.

2.2.4 Upon termination of service, the deposit will be applied by the District against unpaid bills of Customer; and if any balance remains after such application is made, said balance shall be refunded to Customer. ED3 will not issue a refund check for less than one dollar (\$1.00).



## 2.3 **Security Deposits – Small and Large General Service, Small and Large Industrial Service & Agricultural (Non-Residential)**

2.3.1 Before furnishing service to a prospective Non-Residential Customer desiring electric service, the District may require the prospective Customer to furnish a suitable lien guaranteeing the payment of power bills or, in the alternative, a Deposit, surety bond or other suitable guarantee. A deposit will not be required when service is supplied to Federal, State, County, or Municipal Agencies.

See **Section 26.0** Schedule of Charges and Fees.

2.3.2 Security Deposits will be credited to the Customer's account upon termination of service. The District will review requests for refunds of cash Security Deposits or other Instruments of Credit, on a case-by-case basis. In no event, however, will there be a refund after less than two (2) years of continuous service from the District.

2.3.3 Cash Deposits or other Instruments of Credit will not be returned if the Customer has been delinquent more than two (2) times on the payment of bills or is disconnected for non-payment during the past twelve (12) consecutive months or if the District determines that the Customer's future ability to pay in a normal manner may be in jeopardy.

2.3.4 Upon termination of service, the Security Deposit will be applied by the District against unpaid bills of Customer. Any remaining balance will be refunded to the Customer. ED3 will not issue a refund check for less than one dollar (\$1.00).

2.3.5 If the District requests a deposit be made due to the past-due amounts or late payment history, at establishment of service, or if the District determines that the Customer's future ability to pay in a normal manner may be in jeopardy, or for any other reason, non-payment of the deposit will be grounds for termination of service

2.4 Interest will be paid on all cash Security Deposits held by the District for one hundred eighty days (180) or longer at the established one (1) year Treasury Constant Maturities Rate effective on January 1 of each year. This Rate can be found on the Federal Reserve website: [www.federalreserve.gov](http://www.federalreserve.gov).

2.5 Nothing in these Rules and Regulations prevents the collection of additional or new deposits when conditions warrant as determined by the District.



## 2.6 **Telephonic Contact**

2.6.1 Customer hereby expressly consents to the District's use of automated technologies including, but not limited to, automated dialing systems, announcing systems, or prerecorded messages, to contact the Customer on any landline or cellular telephone number supplied to the District with information relating to the Customer's account or the services provided to the Customer by the District



### 3.0 **SERVICE ENTRANCE – METERING & CONSTRUCTION PROVISIONS**

- 3.1 The Point of Delivery is the point, as designated by the District, at Customer's premises where current is to be delivered to building or premises without regard to the District's meter, transformer or other apparatus. All wiring and equipment beyond this Point of Delivery shall be installed and maintained by Customer.
- 3.2 The Customer shall provide a suitable service entrance to the premises at the point of easiest access to the distribution line from which service is to be taken. Such entrance shall be continuous and free from the possibility of unwarranted tampering or interference.
- 3.3 The Customer shall furnish and install a suitable meter socket for the District's meter as a part of the service entrance equipment. Where metering transformers are required, the Customer shall furnish and install a suitable enclosure to be approved by the District. (District may, at its discretion, provide these facilities on the condition that the Customer or Developer makes a Contribution in Aid of Construction (CIAC) equal to the cost of such work provided by District).
- 3.4 Meter sockets shall be placed in locations that are always accessible and will afford proper protection against damage to the District's meters. Unless special permission is obtained, the meter socket shall be located six (6) feet above the ground. Service entrance and metering provisions shall conform to the established standards of the District.
- 3.5 All wiring of the Customer must conform to Municipal, State, and the District's requirements and accepted modern standards, as exemplified by requirements of the National Electric Safety Code, and the National Electric Code. Customer shall hold District harmless and free from any and all damage or liability resulting to the District as a result of Customer's failure to comply with such standards.
- 3.6 The District and / or the State, County, City Electrical Inspector, shall have the right, but shall not be obligated, to inspect any installation before electricity is delivered or at any later time, and reserves the right to reject service to any wiring or appliances not in accord with the District's standards.
- 3.7 A Customer with service at no less than 277 / 480 volts and 2,000 amps desiring the advantages of total electrical usage at a given premise or enterprise billed as a unit, must bring wiring to a central point at the Customers expense, so that the entire load for a given type of service may be supplied through a single service lateral and one (1) meter.
- 3.8 When two (2) or more classes of use exist within a single desired service location; the District may require that each class of use be metered separately. Different classes of use may be supplied through a separate service lateral at the sole discretion of the District.

- 3.9 The District will install and maintain all meters and other equipment necessary for measuring the electric service used by the Customer. Should the Customer desire the installation of additional meters other than those necessary to adequately measure the service taken by the Customer, such additional meters shall be supplied, installed and maintained by the Customer.
- 3.10 The District will, at its own expense, make periodic tests and inspections of its meters in order to maintain a high standard of accuracy. The District will make additional tests or inspections of its meters at the request of the Customer. See **Section 26.0** Schedule of Charges and Fees. If tests made at the Customer's request show that the meter is accurate within two percent (2%) slow or fast, no adjustment will be made in Customer's bill, and the Meter Testing Fee will be paid by the Customer per meter. In the case where the test shows the meter to be in excess of two percent (2%) fast or slow, an adjustment shall be made in the Customer's bill over a period of not more than ninety (90) days prior to date of such test, and cost of making the test shall be borne by the District.
- 3.11 Customers desiring underground service lines from the District's overhead system must bear the excess cost incident thereto as specified in **Section 22.4** of these Electric Service Guidelines. Specifications and terms for such construction will be furnished by the District on request.
- 3.12 All meters, instrument transformers, service connections, and other equipment furnished by the District shall be, and remain, the property of the District. Customer shall provide dry zone landscaping space for equipment and exercise proper care to protect the property of the District on Customer's premises.
- 3.12.1 Irrigation and sprinkler equipment located in area of ground-mounted equipment should be positioned far enough away to avoid equipment damage. District reserves the right to notify Customer of a dry zone landscaping conflict and request compliance with same. Non-compliance may result in the removal of Customer equipment or landscaping by District and costs shall be paid by Customer.
- 3.12.2 In the event of loss or damage to the District's property arising from neglect of Customer to care for same, the cost of the necessary equipment repairs, removal or replacement shall be paid by Customer.
- 3.13 Meters will normally be read the same day of each month except there will be a three (3)-day allowance each way to take care of Sundays, holidays or other unusual conditions.

3.14 The District may estimate bills under any Rate Schedule based on a reasonable usage estimate made by the District if any of the following conditions apply:

- The meter fails to register accurately;
- The meter reader is unable to obtain a meter reading because of locked gates, safety concerns, inclement weather, work load or other deterrent;
- Service is temporarily supplied without a meter;
- A contrivance has been used to circumvent the accurate registration of metering devices; or
- The meter reading schedule has been officially changed so that readings are taken at other than monthly intervals and estimation is necessary to compute the monthly bill.
- In the event of appreciable error of any estimate, the District will revise such estimate on the basis of the best evidence available.

3.15 The District identified employees shall have access to Customer's premises at all reasonable times for the purpose of inspecting all wiring and devices, reading meters, testing, repairing, removing, or exchanging any and all equipment belonging to District.

A No Access Fee may be added to the Customer's bill if access is not available at all reasonable times. See **Section 26.0** Schedule of Charges and Fees.

## 4.0 **EASEMENTS**

- 4.1 All suitable easements or rights-of-way required by the District for the provision of electric service which are on sites owned, leased or otherwise controlled by the Customer shall be furnished in the District's name by the Customer without cost to the District and in a reasonable time to meet proposed service requirements.
- 4.2 When Customers constructed facilities (irrigation systems or sprinklers) or vegetation (trees, shrubs, vines, etc.) located on Customer premises encroach upon any of the District's lines or other equipment and interfere with District's ability to safely operate, maintain and protect the electric system, the District has the right to request removal of equipment or vegetation obstruction and the cost shall be paid by the Customer.
- 4.2.1 The District shall not be liable to Customer for any damages associated with the pruning or removal of such vegetation or equipment obstructions, including, but not limited to, the value of or replacement cost of such vegetation or equipment.



## 5.0 **PAYMENT OF POWER BILLS**

- 5.1 All bills for power, service, or other matters, shall be due and payable to the District when mailed. All bills shall become delinquent fifteen (15) days after mailing and shall thereafter carry a Late Fee per account.

All services under said Customer's name are subject to disconnection thereafter.

District will discontinue all service to said Customer until such time as all sums owed to the District shall have been paid in full. Failure to receive mail by the Customer will not be recognized as a valid excuse for failure to pay bills when due.

See **Section 26.0** Schedule of Charges and Fees.

- 5.2 All regular billing periods shall be assumed to have thirty (30) days.
- 5.3 On opening or reconnecting accounts for service under all Residential and Small and Large General Service schedules where no billing demand is involved, bills are rendered on the basis of a full month.
- 5.4 When an account for service supplied under all Residential and Small and Large General Service schedules where no billing demand is involved, billing will be on the basis of a full month.
- 5.5 Where a Residential Customer moves to another location within the District, a closing bill will be rendered for the old location account and any amounts owed will be transferred to the new location account.
- 5.6 Any failure of the District to render a complete monthly bill shall not be a waiver of the District's right to payment for services supplied by the District.
- 5.7 When the Customer's service entrance is energized for the Customer's convenience, but un-metered, the Customer will pay a predetermined Customer charge and fixed energy use charge.
- 5.8 The Customer shall notify the District of discrepancies in billing for services provided by the District. The District will not consider the amount in dispute for collection action until the District has verified that the bill was correct, provided the Customer notifies the District of the claim before the amount becomes delinquent and pays all other amounts billed.



5.9 If the Customer has two (2) or more services with the District and one (1) or more of such services is terminated for any reason leaving an outstanding bill and the Customer is unwilling to make payment arrangements that are acceptable to the District, the District shall be entitled to transfer the balance due on the terminated service to any other active account of the Customer. The failure of the Customer to pay the active account shall result in the suspension or termination of service there under.

5.10 **Conversion to Electronic Funds Transfer (EFT)**

Customer providing checks as payment of any bill owed to the District give express permission to the District to use the information to make a one-time electronic funds transfer (EFT) from the Customer's bank account or to process the payment as a check transaction.



## 6.0 **CUSTOMER PROTECTION**

- 6.1 In accordance with state law, the District will not release Customer information, account information, and related proprietary information including, for example, name, mailing address, service address, telephone number, account number and account usage to third parties for commercial or law enforcement purposes unless the Customer specifically waives the confidentiality of such information in writing or unless otherwise provided by court order.



## 7.0 **DISCONTINUANCE OF SERVICE**

- 7.1 The District may refuse to connect or may discontinue service for the violation of any part of its Electric Service Guidelines, or for failure to pay charges for service when due, or for violation of any provision of the Schedule of Rates and **Section 26.0** Schedule of Charges and Fees or of the application of Customer or contract with the Customer. The District reserves the right to refuse to supply service to loads of a character which may seriously impair service to any other Customer and shall have the right to discontinue service to any Customer who shall continue to use appliances or apparatus detrimental to the service after being notified by the District.
- 7.2 The District may discontinue service to Customer for the theft or bypassing of metering apparatus of current devices or the appearance of theft devices on the premises of Customer.
- 7.3 The discontinuance of service by the District for any causes as stated in these Guidelines does not release Customer from his obligations to the District for the payment of minimum bills as specified in application of Customer or contract with Customer.
- 7.4 The right to discontinue service for default may be exercised whenever and as often as default shall occur; and neither delay nor omission on the part of the District to enforce this rule at any one (1) or more times shall be deemed a waiver of its right to enforce the same at any time, so long as the default continues. Additionally, District shall have the right to bill the Customer for the theft of any current, as estimated by District.
- 7.5 **Individual Liability for Joint Service**
- 7.5.1 Where two (2) or more persons join in one (1) application or contract for District services, including but not limited to service to wells, they shall be jointly and severally liable and shall be billed by means of a single monthly bill mailed to the person designated on the application to receive the bill.
- 7.5.2 Whether or not the District obtains a joint application for service, all adults who occupy the premises or receive the benefit of service are responsible jointly and severally for the payment of the bills for District services used, unless the District, in writing, acknowledges that one (1) or more of the adult occupants is not responsible. Those receiving benefit of service at the premises may include the applicant, i.e., the customer of record, and / or a number of other adults, such as in the case with multiple roommates or multiple users of a common well. When the applicant, i.e., the customer of record vacates the premises or otherwise terminates services, the remaining adults, who benefited from the District services, can be held liable for the District billings incurred during the period they resided at the premises, or otherwise benefited from District services.



7.5.3 The District may deny or discontinue service for nonpayment of a delinquent bill when the District determines that the applicant or one (1) or more of the adults benefiting from a prior service, continues to occupy the premises or in any other way benefits from District services. In addition, the District may deny or discontinue service to an applicant at a new address or service, if a delinquent District billing remains unpaid from a prior service, at which the District has determined that the applicant benefited from those services.



## 8.0 **SERVICE FEES**

### 8.1 **Service Establishment, Reconnect or Re-Establishment Fees**

An electric service establishment fee will be assessed per meter each time the District is requested to establish, reconnect or re-establish electric service to Customer's delivery point, or to make a special read without a disconnect and calculate a bill for a partial month.

A service establishment fee will normally be collected before establishment, reconnection, or re-establishment of electrical service.

With the exception of a reconnection for nonpayment, the billing for the service establishment fee may be rendered as part of the service bill, but not later than the first service bill. Payment for reconnection due to nonpayment will be prior to or at the time of reconnection of service.

A service establishment fees will also be assessed when a Customer changes their rate selection.

A fee will be assessed if the District has to terminate service to a customer by disconnecting the service from the District's system by other means than turning off the meter.

See **Section 26.0** Schedule of Charges and Fees.

### 8.2 **Issuance of Refund Credit to Customers with Other Open Accounts**

Final credits from closed accounts may be moved over to other open accounts in the same Customer's name. This reduces the cost and risk to the District and can have a similar benefit for the Customer.

Refund checks issued while the Customer has other open accounts will only be considered for Customers in similar standing as those required for Return of Deposits in **Section 2.2.3**.

### 8.3 **Check Re-Issuance Fee**

When the District is requested to re-issue a check, a fee may be deducted from the check total to offset a portion of the District's cost.

Although the District will attempt to locate the most recent mailing address, it remains the responsibility of the Customer or Vendor to communicate updated information to the proper District personnel in Customer Service. Should a check require re-issuance due to insufficient mailing address information, this fee will be deducted from the total check amount.

See **Section 26.0** Schedule of Charges and Fees.



#### 8.4 **Minimum Bill Charge**

A Minimum Bill Charge may be collected to cover the costs of electrical infrastructure (wires, poles, transformers), service equipment, and personnel that are in place and ready to deliver power whenever the switch is turned back on from a location that is using little or no power. Current rates are structured to collect these costs in the usage charges. If the same customer disconnects and reconnects within 12 months, a charge equivalent to the minimum bill that would have been collected will be assessed.

See **Section 26.0** Schedule of Charges and Fees.



## 9.0 **FRAUD / POWER THEFT**

- 9.1 A Customer may not connect a wire or contrivance to any apparatus used by the District to supply electricity to a Customer, nor can the Customer provide power to any device by induction from the District's lines, in such manner that the Customer takes electricity for which is not properly metered or accounted.

No meter or other instrument installed for measuring the quantity of electricity consumed may be wrongfully obstructed, altered, injured, bypassed or prevented from functioning.

When power is diverted and District metering apparatus is bypassed in any way, including but not limited to those above, the District may assess a reconnection fee to the Customer's billing, require a new deposit, an establishment fee, three times the estimated fraudulent unmetered usage, and a Power Theft Fee. See **Section 26.0** Schedule of Charges and Fees.

Bills for unmetered electricity may include the full cost incurred by the District to investigate and confirm diversion of electricity. The District also reserves the right to impose additional charges, as it deems appropriate, when a provision of this Section has been violated. Bills for all such charges are due and payable immediately upon presentation unless otherwise agreed to by the District.

- 9.2 If the District has any evidence that any of the conditions of **Section 9.1** exist, the District may, at any time, without notice, discontinue the supply of electricity to the Customer and remove the meter or meters, apparatus and wires, and any evidence of the condition.

9.2.1 Under **Arizona Revised Statutes § 13-3724 D**, obtaining utility service fraudulently is a Class 6 Felony.

- 9.3 The District will charge the Customer for periods of unmetered service, using data from available records and information. In the event of damage to meters or service equipment, the current Customer of record shall pay the District based on estimated energy usage and not previously billed, as well as any District costs associated with restoring proper metering or service.

- 9.4 A Customer must notify the District prior to adding any facility or device which utilizes un-metered electric energy. Failure to do so will result in back billing of connection fees and any applicable District energy or energy-related charges from the initial date of operation and, at the District's option, assessment of an additional fee, as determined by the District for each unreported unmetered facility or device, or other amounts as specified in these Rules and Regulations.

## 10.0 **BALANCING OF LOAD**

10.1 Load unbalance shall not exceed twenty percent (20%) on single-phase or ten percent (10%) on three-phase loads at any time on the various phase wires. On combined loads, single and three-phase loads shall be measured for balancing of load separately.



## 11.0 **INTERRUPTION OF SERVICE**

- 11.1 The District shall exercise diligence and care to furnish and deliver a continuous supply of electric energy to the Customer but will not be liable for interruption, or shortage of supply, whether caused by accident, failure or shortage of District's supply of power, increased loads, cancellation or expiration of District's contracts, breakdown or failure of District's facilities, strikes, uncontrollable force as defined herein, or any conditions beyond reasonable control. In the event of such interruption or shortage, the District shall not be liable for any loss or damage occasioned thereby, nor shall such interruption or shortage constitute a breach of the District's contract with the Customer.
- 11.2 The District, whenever it finds it necessary for the purpose of making repairs or improvements to its system, shall have the right to suspend, temporarily, the delivery of electric service. In all such cases, when practicable, public notice shall be given to the Customer and the repairs or improvements will be prosecuted with diligence, and as is feasible, at such times as will cause the least inconvenience to the Customer.
- 11.3 If Load reduction is required, Customer Load will be curtailed as deemed practicable by the District at its sole discretion.



## 12.0 **VOLTAGE FLUCTUATIONS CAUSED BY CUSTOMER**

- 12.1 Electric service must not be used in such manner as to cause unusual fluctuations or disturbances on District's system. The District may require Customer, at his own expense, to install suitable apparatus which will reasonably limit such fluctuations.



## 13.0 **ADDITIONAL LOAD**

- 13.1 The service connection, transformers, meter and equipment supplied by the District for each Customer have definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of the District. Failure to obtain the District's consent for same shall render Customer liable for any damage to any of the District's lines or equipment caused by such additions or changes in loads.



## 14.0 **STANDBY AND RESALE OF SERVICE**

- 14.1 All purchased electric service (other than emergency or standby service) used on the premises of Customer shall be supplied exclusively by the District; and Customer shall not, directly or indirectly sell, sublet, assign, or otherwise dispose of the electric service or any part thereof.



## 15.0 **NOTICE OF TROUBLE**

- 15.1 Customer shall notify the District immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of electricity.
- 15.2 After notice from Customer, District will be responsible for promptly making repairs to damage occurring to the District's equipment which damage impairs service to its Customers or results in a hazardous condition.



## 16.0 **SWITCH OPERATION**

- 16.1 All connections to and disconnects from District facilities shall be made only by District personnel. Such operations which shall be performed only by District personnel shall include the opening and closing of switches, clamps or other devices by which the Customer's facilities are connected to the District facilities.

Any Customer violating this regulation, directly or through the actions of his agent or contractor, shall be liable for any damages that may result and shall further be subject to having his service discontinued without notice by the District.

## 17.0 **NON-STANDARD SERVICE**

17.1 The Customer shall pay the cost of any special installation necessary to meet his particular requirements for service at other than standard voltages, or for the supply of closer voltage regulation than required by standard practice.



## 18.0 **RATE INCREASES**

18.1 District is a non-profit political subdivision and municipal corporation under the laws of the State of Arizona. The rates, as set out in the District's Rate Schedules located in **SECTION B**, are subject to increase or decrease at any time through properly noticed actions of the District's Board of Directors in order to make the District self-sustaining, taking into account reasonable needs for depreciation, new construction and like requirements. When reasonably possible, District will endeavor to notify its Customers prior to the effective date of any increase in the District's rates.



## 19.0 **TEMPORARY SERVICE**

- 19.1 Temporary service as herein defined includes but is not limited to trailers, circuses, bazaars, fairs, concessions and similar enterprises, construction works, of a temporary nature, and to ventures of such uncertain, speculative character that their permanency is questionable. The District may, when it will not impair power for District Customers' needs, supply such temporary service contingent on availability of power and facilities.
- 19.2 Unless otherwise specified under special contract, Customers requesting temporary service are required to provide a Contribution in Aid of Construction (CIAC) equal to the cost of installing and removing the facilities required to furnish electric service, less the estimated salvage value of installed facilities. All installed facilities and equipment will remain District property. Upon termination of service, the District may remove its facilities and equipment.
- 19.3 Customer or Customers under temporary service agreement shall be billed for electric power and energy received under the applicable rate schedule and deposit requirement for permanent service of like character and size.
- 19.4 No additional Customer will be connected to a temporary extension except under agreement to bear pro-rata share of cost of initial extension in addition to the cost of extension necessary to serve additional Customer. In such case, an adjustment shall be made on a pro-rata basis with Customers on initial extensions.



## 20.0 **POWER FACTOR ADJUSTMENT**

20.1 Customers must operate their equipment and apply such corrective devices as may be necessary to produce a Power Factor of not less than ninety-five percent (95%) lagging at each metering point. If the power factor falls below ninety-five percent (95%) at any point during any billing period, then the District will:

- Require that the Customer correct the power factor to an acceptable level at Customer's own expense.
- Adjust the billing demand based on the following formula:

Minimum Monthly Required Power Factor = 95%

$(\text{Demand Reading} \times \text{Rate Master Power Factor}) \div \text{Power Factor Reading from Meter} = \text{Bill Demand}$

## 21.0 **DETERMINATION OF DEMAND**

21.1 Unless the schedule provides otherwise, the demand for billing purposes shall be the average kilowatts supplied during the fifteen (15)-minute period of maximum use during the month as determined by suitable indicating or recording instruments.



## 22.0 **CONDITIONS GOVERNING EXTENSIONS OF ELECTRIC DISTRIBUTION LINES AND SERVICES**

22.1 Unless otherwise specified elsewhere in these Electric Service Guidelines, all specifications and requirements for extensions will be governed by one (1) or more of the following agreements, feasibility study as applicable, as well as design deposits: Request for relocation or conversion of ED3 facilities will have design fee associated with each project including one hundred percent (100%) of material and labor cost shall be borne by the requestor.

- Trenching and Conduit Agreement Requirements
- Individual (Non-Multiple Use) Residential - Design and Construction Agreement
- Minor Land Division - Residential - Design and Construction Agreement
- Master Planned Development – Residential - Design and Construction Agreement
- Commercial (Other than Residential) - Design and Construction Agreement
- Temporary Construction Service - Design and Construction Agreement
- Other agreements which must be signed by Customers requesting an extension of District facilities prior to any design or construction activity.

### 22.2 **Line Extensions**

22.2.1 The Individual (Non-Multiple Use) Residential Extension Customer with five (5) or fewer meters will pay one hundred percent (100%) of all the costs of a Line Extension.

22.2.2 Minor Land Division Customer with a maximum of five (5) lots or fewer will pay one hundred percent (100%) of all the costs of a Line Extension.

22.2.3 Master Planned Developments will be governed by the terms stated in the “Design and Construction Agreement for Master Planned Developments according to the Reimbursable Contribution in Aid of Construction (RCIAC) terms stated therein”. This will apply to all projects of more than five (5) meters.

22.2.4 Commercial (Other than Residential) Developments will be governed by a Commercial (Other than Residential) - Design and Construction Agreement.

22.2.4.1 The obligation of District to extend its distribution lines for commercial developments is subject to an economic feasibility provision for each Customer.

Economic feasibility, as used in this policy, will involve a determination by District that the projected net revenue from the Customer for a period of five (5) years will cover the District’s cost of service.

If the District cannot be given adequate assurance that the revenues received for the new commercial customer will be of reasonable duration, extensions will be made only after satisfactory arrangements have been made by the Customer to reimburse the District for the entire cost of the required installation prior to the commencement of any work by the District.

### **22.3 Design Deposits**

Fees for design will be covered by a deposit as set forth in Section 27.0.

Design Deposits will be received **before** design work commences. These amounts will be applied to the payment for the full costs of the project. These will be retained if project is not completed.

### **22.4 Conditions That Apply to All Customer Classes**

**22.4.4** A Trenching Agreement, Commercial Design and Construction Agreement, or a Design and Construction Residential Development Agreement, should be signed by the Customer and kept on file. Payment of all charges should be received prior to any District design or construction activity.

**22.4.5** The Customer shall make or procure satisfactory conveyance to the District of Right-of-Way (ROW) for the District's facilities across all property necessary or incidental to the furnishing of service by the District. Upon request of the District, Customer shall allow installation of equipment of other utilities on said ROW by District.

**22.4.6** If requested by the District, a site, plot plan, and electrical diagrams must be furnished to the District. Line extensions on which advances of construction have been made shall remain the sole property of the District free from any lien or right in favor of the Customer who made the advance on cost of construction, except for the right to receive service under an applicable Rate Schedule at the premises specified in an application for service.

**22.4.7** Any Customer requesting that District prepare detailed plans, specifications, or cost estimates may be required to provide an advance of construction with District in an amount equal to the estimated cost of preparation. Where the Customer authorizes District to proceed with construction of the extension, the advance on the cost of construction will be credited to the actual cost of construction; otherwise the advance will be non-refundable.

**22.4.8** A Contribution in Aid of Construction (CIAC) made by the Customer for line extensions will not bear interest.

- 22.4.9** Existing Customers who substantially increase their electric load or a new Customer with a projected electric load where such increase or projected load is of such magnitude that District is obligated to add or enlarge its facilities, may be required to make a Contribution in Aid of Construction (CIAC) toward District's cost of construction.
- 22.4.10** A Customer who requests relocations, modifications, or other alterations of the District's facilities for the Customer's own benefit may be required to make a Contribution in Aid of Construction (CIAC) toward District's construction costs to the extent that the facility changes are solely for the benefit of the Customer.
- 22.4.11** Any line extension and / or reconstruction of existing single and dual phase facilities to dual or three-phase facilities may be individually evaluated. Depending on the results of the economic feasibility provision, such line extensions may also be required to provide a Contribution in Aid of Construction (CIAC) toward construction.
- 22.4.12** Customer advances may be entitled to a refund in the event District extends service to another Customer from such extension. The calculation of the amount to be refunded to the original Customer will be based on the advance applicable to common facilities used to serve original Customer and new Customer.
- 22.4.13** The amount of any refund to the existing Customer will be collected as a portion of the advance from the new Customer. For the purpose of determining refunds to the original Customer, no more than one (1) new Customer requesting a connection to the original extension will be considered. After five (5) years, the original Customer will not receive a refund for any new line extensions on that line.

## **22.5 Underground Service**

**22.5.4** Requests for underground services will be considered separately by the District. In all cases, however, the Customer will provide the following:

**22.5.4.1** All earthwork including, but not limited to, trenching, boring or punching, conduits, backfill, compaction, and surface restoration in accordance with District specifications. District may, at its discretion, provide this service provided that the Customer makes a Contribution in Aid of Construction (CIAC) equal to the cost of such work provided by District.

**22.6** If armored cable or special cable covering is required, Customer will make a Contribution in Aid of Construction (CIAC) equal to the additional cost of such cable or covering.

## **22.7 Dedicated Substation Service**

- 22.7.4** Customers receiving dedicated substation service will be required to advance the capital costs associated with service to the Customer.
  
- 22.7.5** These advanced capital costs will be credited back to the Customer without interest in the form of a waiver of the monthly Facilities Charge until such time as all advanced funds have been credited back to the Customer.
  
- 22.7.6** Customers receiving dedicated substation service will receive a five percent (5%) reduction on the Demand Charge and the Facility Charge.

## 23.0 **REAL ESTATE DEVELOPMENTS**

### 23.1 **Contribution in Aid of Construction (CIAC) and Reimbursable Contribution in Aid of Construction (RCIAC)**

Contribution in Aid of Construction (CIAC) and Reimbursable Contribution in Aid of Construction (RCIAC) for extensions of electric facilities to real estate developments including residential sub-divisions, industrial parks, mobile home parks, apartment complexes, planned area developments, etc., will be governed by the appropriate type of Design and Construction Agreement and or other agreements which must be signed by Customer or Developer prior to any design or construction activity.

**See Section D –Related Forms, Subsection 1 – Design and Construction.**



## 24.0 CUSTOMERS EQUIPMENT AND ITS OPERATION

District may refuse or disconnect service when the Customer's wiring or equipment is so designed or operated as to disturb service to other Customers or constitutes a physical or electrical hazard as determined by District. Customer is responsible for lightning protection; protection devices shall be rated for 10,000 amps interrupting with ground; overcurrent and overvoltage protection. All motors connected to District's lines will be of a soft start type as required by the District, or will be equipped with protective devices to restrict the starting current to acceptable limits.

- 24.1 A Customer receiving three-phase electric Energy will maintain, as nearly as is reasonably possible, equal currents in the three phases at the Point of Delivery. If, at any time, the current in any phase will exceed the average of the currents in the three phases by more than five percent (5%), the amount to be paid for by the Customer for the period during which the unbalance occurs may be increased by a percentage equal to that of the unbalance.
- 24.2 See **Section 20.0** regarding Power Factor Adjustment.
- 24.3 Require the Customer, at their cost, to be continuously metered with a separate meter that registers KVA, KVARs or actual power factor.
- 24.4 District is not responsible to the Customer, and the Customer will release District for damage to motors or other current-consuming equipment resulting from any phase reversals, single-phasing of three-phase service, or other similar conditions except where such damage is the direct result of District's gross negligence.
- 24.5 In case of three-phase motors driving elevators, hoists, tramways, cranes, conveyors, or other equipment, which would create hazard to life in the event of uncontrolled reversal of motor rotation, Customer will provide reverse-phase and open-phase protection, at the Customer's expense, to disconnect the motors from the line completely in the event of phase reversal or loss of one phase.

## 25.0 **LIABILITY**

- 25.1 District assumes no responsibility for and makes no warranty, express or implied, as to the adequacy, safety, operation or other characteristics of any of the structures, equipment, wires, conduits, appliances or devices owned, installed, operated or maintained by the Customer or leased by the Customer from third parties.
- 25.2 Except in those instances when District is grossly negligent, the Customer will indemnify and hold harmless District from and against all claims for loss of or injury or damage to persons or property arising out of (i) the delivery or use of electric service at or on the Customer's side of the Point of Delivery, or (ii) the Customer's delivery of electricity to District. Except in those instances when District is grossly negligent, District will not be liable for the loss of or injury or damage to Persons or property arising out of the delivery of electricity or from the presence or operation of District's facilities, wires, equipment, or structures on or near the Customer's premises.
- 25.3 In accepting service, the Customer grants to District's employees and agents an unconditional right of access to the premises of the Customer at all reasonable times for purposes such as installing, connecting, reading, testing, repairing, adjusting, disconnecting, removing or inspecting any of District's meters, wires, poles or other apparatus.
- 25.4 All employees authorized to do work for District on the premises of the Customer will carry badges or other suitable identification, which they are instructed to show to the Customer upon request.
- 25.5 District's service wires, transformers, meters and other devices used in the supply of electricity to the Customer's installation each have a definite capacity. If Customer desires to increase the amount of his connected load, he will give District reasonable advance notice, in order that District may change its equipment accordingly. Failure to give such advance notice may result in damage to District's equipment, possible extended interruption of the Customer's service, and possible damage to equipment of other Customers. When such damage is due to failure of the Customer to give advance notice, District may require the Customer to pay the cost of repairing or replacing the damaged equipment.
- 25.6 District will endeavor at all times to provide a regular and uninterrupted supply of service but does not guarantee the same.
- 25.7 Notwithstanding any other provision of these Rules and Regulations, each Customer receiving electrical power from the District shall install and use protective devices and equipment and take all other reasonable precautions which are reasonably designed according to accepted industry standards to avoid property damage or personal injuries resulting from the use, misuse or unavailability of electrical power, or from excessive voltage, current or frequency fluctuations, noise or other failures or malfunctions in the supply of electrical power.



- 25.8 Whenever District deems it necessary to make repairs, perform preventative maintenance, or make improvements to its system; District may temporarily interrupt service to the Customer. The making of such repairs or improvements will be made as rapidly as may be practicable, and if practicable, at such times as will cause the least inconvenience to the Customer. District will endeavor to give the Customer as much advance notice of an interruption as possible.
- 25.9 No electrical generation device may be connected to any portion of a Customer's electric system that is connected to the District's electric system, unless the District has been notified of and approved of such a connection. Such notification and approval must be in writing.
- 25.10 District will not be liable for any losses, costs, damages, or expenses arising out of any interruption of service or caused by an uncontrollable force. The term Uncontrollable Force, shall be deemed for purposes of these Rules and Regulations to include but not be limited to flood, earthquake, wind, tornado, storm, lightning, and other natural catastrophes, fire, epidemic, failure of facilities, war, riot, civil disturbances, labor disturbances, labor disputes, strikes, sabotage, restraint by court or public authority, action or non-action by or failure to obtain the necessary permits, licenses, authorizations, or approvals from any governmental agency or authority, or any like cause beyond the control of District which by exercise of due diligence District will be unable to overcome. District will exercise due diligence in restoring service in the event interruptions occur. Nothing herein will be construed to require District to settle a strike or labor dispute.
- 25.11 District will have no liability or obligation for any direct, indirect or consequential loss, damage, claim, charge, cost or expense of any kind or nature arising out of the procedures for curtailment or interruption of electric service effected by it in accordance with this Section. In consideration for the services being rendered to it, the Customer hereby releases and holds harmless District from any direct, indirect or consequential loss, damage, claim, charge, cost or expense of any kind or nature that has resulted or may result, arising out of curtailment of or interruption to electric service to the Customer effected by District because load reduction is required.
- 25.12 The waiver by District of any breach of any term, covenant, or condition herein contained shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained.



26.0 SCHEDULE OF CHARGES AND FEES

DESCRIPTION OF CHARGE OR FEE		AMOUNT	EXPLANATION	
<b>01 CHECK RE-ISSUANCE FEE</b>				
	Per Check	\$35.00	NOTE:	If the District is asked to re-issue a check, a fee may be deducted from the check total to offset a portion of the District's costs.
<b>02 CREDIT CARD FEE</b>				
	Credit Card Payments	NONE	NOTE:	Credit card payments are accepted with <b>No Service Fees</b> passed onto the customers at this time.
<b>03 DAMAGE REPAIR FEES</b>				
	03 A Damaged Meter (Per Meter)	\$115.00		Per Meter (Any Type)
	03 B Damaged Rotary Lock (Per Lock)	\$10.00		Per Lock / Per Meter
	03 C Damaged Steel Lock-Ring (Per Ring)	\$25.00		Per Lock Ring / Per Meter
<b>DESIGN DEPOSITS &amp; FEES – SEE SCHEDULE 27.0</b>				
<b>04 DISTRIBUTED GENERATION FIXED COST RECOVERY CHARGE</b>				
	DGFCRC – Adjustment (Per DG kW / Per Month)	\$2.85 *	NOTE:	The monthly Distributed Generation Fixed Cost Recovery Charge (DGFCRC) shall be applied based on the nameplate kW-DC power rating of the distributed generation facility.  * This charge shall apply to all new DG customers whose applications are approved on or after July 2, 2015.
<b>05 LATE FEE</b>				
	Late Fee - ALL Billing Classes (Per Account)	\$4.00 *	NOTE:	Two Percent (2%) of Unpaid Balance (*\$4.00 <i>Minimum</i> ) Balances of \$10 or less are <u>not</u> assessed a late fee.



<b>06 METERING FEES</b>				
	<b>06 A Non-Automated Meter Reading Fee</b> (Per Meter / Per Month)	<b>\$30.00</b>	<b>NOTE:</b>	Per Meter / Per Month - Fee charged for monthly site visit required to have meter reader services provided to customers who choose to retain Non-Automated Meters. Customers who opt out and elect to retain Non-Automated Meters will be billed under the Standard Residential Rate (01) and will not be eligible for Time-of-Use Plans.
	<b>06 B Enrollment Fee for Non-Automated Meter Reading</b> (Per Meter)	<b>\$75.00</b>	<b>NOTE:</b>	Fee to sign up those customers who elect to continue to use Non-Automated Meter (Per Meter)
	<b>06 C Meter Testing Fee</b> (Per Meter) – All Meter Types	<b>\$25.00</b>	<b>NOTE:</b>	See Section 3.10 for complete explanation of variance and billing adjustments (if applicable)
<b>07 MINIMUM BILL CHARGE</b>				
	<b>ALL Billing Classes</b> (Per Account)	<b>Per Rate Schedule</b>		Accounts are subject to a monthly Minimum Bill Charge.  Same customer reconnecting within twelve (12) months will be assessed the Minimum Bill Charge per month for each month service location was disconnected.
<b>08 NO ACCESS FEE</b>				
	<b>ALL Billing Classes</b>	<b>\$75.00</b>		See Section 3.15
<b>09 PAYMENT ARRANGEMENTS FEE</b>				
	<b>09 A ALL Billing Classes</b> (Per <b>Initiation</b> of Arrangement / Per Account)	<b>\$5.00</b>		Per Account / Per <b>Initial</b> Arrangement Set up
	<b>09 B ALL Billing Classes</b> (Per <b>Modification</b> to Arrangement / Per Account)	<b>\$5.00</b>		Per Account / Per <b>Modification</b> to an Existing Arrangement
<b>10 POWER THEFT FEE (METER TAMPERING / BYPASS FEE)</b>				
	<b>ALL Billing Classes</b> (Per Account)	<b>\$500.00</b>		Power diverted and metering apparatus bypassed in any way. Other fees may apply.



<b>11 PROCESSING FEES (DELINQUENT ACCOUNTS DISCONNECTION FOR NON-PAY)</b>				
<b>11 A PROCESSING FEES - RESIDENTIAL</b>				
11 A 1	Processing Fee (Delinquent Accounts) - Residential – SAME DAY	\$50.00		Standard Residential <i>Same Day</i> Processing Fee
11 A 2	Processing Fee (Delinquent Accounts) - Residential – AFTER HOURS / WEEKENDS	\$100.00		Standard Residential <i>Same Day</i> Processing Fee of \$50.00 PLUS Additional Fee of \$50.00
11 A 3	Processing Fee (Delinquent Accounts) - Residential – OTHER THAN AT METER	\$250.00		Standard Residential <i>Same Day</i> Processing Fee of \$50.00 PLUS Additional Fee of \$200.00
<b>11 B PROCESSING FEES – SMALL &amp; LARGE GENERAL SERVICE (NON-RESIDENTIAL) &amp; SMALL AND LARGE INDUSTRIAL (NON-RESIDENTIAL)</b>				
11 B 1	Processing Fee (Delinquent Accounts) - Small & Large General Service (Non-Residential) & Small & Large Industrial (Non-Residential) - SAME DAY	\$60.00		Standard Small & Large General Service (Non-Residential) & Small & Large Industrial (Non-Residential) <i>Same Day</i> Processing Fee
11 B 2	Processing Fee (Delinquent Accounts) - Small & Large General Service (Non-Residential) & Small & Large Industrial (Non-Residential) - AFTER HOURS / WEEKENDS	\$120.00		Standard Small & Large General Service (Non-Residential) & Small & Large Industrial (Non-Residential) <i>Same Day</i> Processing Fee PLUS \$60.00
11 B 3	Processing Fee (Delinquent Accounts) - Small & Large General Service (Non-Residential) & Small & Large Industrial (Non-Residential) - OTHER THAN AT METER	\$250.00		Standard Small & Large General Service (Non-Residential) & Small & Large Industrial (Non-Residential) <i>Same Day</i> Processing Fee PLUS \$190.00
<b>12 RETURNED (UNPAID) CHECKS FEE</b>				
	ALL Billing Classes (Per Check / Per Account)	\$35.00	<b>NOTE:</b>	If a check is returned to the District <u>unpaid</u> for <u>any</u> reason (i.e., unsigned, NSF, etc.), this fee will be applied per check / per account.



## 13 SECURITY DEPOSITS

	<p><b>13 A</b> Security Deposit - <b>RESIDENTIAL</b></p>	<p><b>\$250.00 **</b></p>	<p>Standard Deposit - Residential is Two times (2 x's) the Highest Estimated Maximum Monthly Bill (**\$250 <i>Minimum</i>)</p> <p>If a Customer's account falls past-due after the initial Security Deposit has been credited back to the Customer's account and the Customer continues to have payment issues, the District can charge a new Security Deposit in addition to the Service Reconnection / Processing Fee.</p> <p>Security Deposits is credited against the Customer's account after two (2) years of satisfactory payment of bills by the Customer. A refund check is not issued on an active account.</p> <p><b>NOTE:</b> Upon termination of service, the Security Deposit is applied against unpaid bills and if any balance remains after such application is made, said balance shall be refunded to Customer. ED3 will not issue a refund check for less than one dollar (\$1.00).</p>
	<p><b>13 B</b> Security Deposit – <b>SMALL &amp; LARGE GENERAL SERVICE (NON-RESIDENTIAL) &amp; SMALL &amp; LARGE INDUSTRIAL (NON-RESIDENTIAL)</b></p>	<p><b>\$250.00 **</b></p>	<p>Standard Deposit – Small &amp; Large General Service (Non-Residential) &amp; Small &amp; Large Industrial (Non-Residential) is Two times (2 x's) the Highest Estimated Maximum Monthly Bill (**\$250 <i>Minimum</i>)</p> <p><b>NOTE:</b> Upon termination of service, the Security Deposit is applied against unpaid bills and if any balance remains after such application is made, said balance shall be refunded to Customer. ED3 will not issue a refund check for less than one dollar (\$1.00).</p>

<b>14 SERVICE ESTABLISHMENT FEES (TURN-ON / INITIATION / RE-ESTABLISHMENT)</b>				
<b>14 A SERVICE ESTABLISHMENT FEES - RESIDENTIAL</b>				
14 A 1	Service Establishment Fee - Residential - NEXT Business Day During Normal Work Hours	\$25.00		Standard Residential Fee
14 A 2	Service Establishment Fee - Residential - SAME Business Day During Normal Work Hours	\$50.00		Standard Residential Fee of \$25.00 <b>PLUS</b> Additional Fee of \$25.00
14 A 3	Service Establishment Fee – Residential – AFTER HOURS / WEEKENDS	\$75.00		Standard Residential Fee of \$25.00 <b>PLUS</b> Additional Fee of \$50.00
<b>14 B SERVICE ESTABLISHMENT FEE – SMALL &amp; LARGE GENERAL SERVICE (NON-RESIDENTIAL) &amp; SMALL &amp; LARGE INDUSTRIAL (NON-RESIDENTIAL)</b>				
14 B 1	Service Establishment Fee – Small & Large General Service (Non-Residential) & Small & Large Industrial (Non-Residential) - NEXT Business Day During Normal Work Hours	\$35.00		Standard Small & Large General Service (Non-Residential) & Small & Large Industrial (Non-Residential) Fee
14 B 2	Service Establishment Fee – Small & Large General Service (Non-Residential) & Small & Large Industrial (Non-Residential) - SAME Business Day During Normal Work Hours	\$60.00		Standard Small & Large General Service (Non-Residential) & Small & Large Industrial (Non-Residential) Fee of \$35.00 <b>PLUS</b> Additional Fee of \$25.00
14 B 3	Service Establishment Fee – Small & Large General Service (Non-Residential) & Small & Large Industrial (Non-Residential) – AFTER HOURS / WEEKENDS	\$75.00		Standard Small & Large General Service (Non-Residential) & Small & Large Industrial Fee of \$35.00 <b>PLUS</b> Additional Fee of \$40.00



## 27.0 DESIGN DEPOSIT SCHEDULE

PROJECT TYPE	<b>MINIMUM</b> * <b>ADVANCED DESIGN DEPOSIT AMOUNTS</b>
<b>RESIDENTIAL PROJECTS</b>	
INDIVIDUAL RESIDENTIAL (NON-MULTIPLE USE) Five (5) or fewer Meters	\$500 per design
MINOR LAND DIVISION Maximum of Five (5) Lots total	\$1,000 for the design of first two (2) Lots \$200 for each additional Lot Design
MASTER PLANNED RESIDENTIAL DEVELOPMENTS Six (6) or more Lots	Design Deposits for Master Planned Residential Developments will be part of the Per-Lot Reimbursable Contribution in Aid of Construction (RCIAC) amount.  Design Review - Subdivisions – PREVIOUSLY Designed - \$25 / Lot  Subdivisions – NEW Design - \$50 / Lot
<b>COMMERCIAL PROJECTS</b>	
SINGLE PHASE SERVICE PANELS Up to 400 amps	\$550 per Design
THREE-PHASE SERVICE PANELS	\$2.50 per ampere based on the rating of the three-phase service panel per Design
<b>IRRIGATION PROJECTS</b>	
AGRICULTURAL IRRIGATION	\$500 per Design
<b>SOLAR PROJECTS</b>	
SOLAR ENERGY ANALYSIS FEE FOR INTERCONNECTION OF GENERATION PROJECT EXCEEDING STANDARD SERVICE SIZE LIMITATIONS.	\$500 per Design ( <i>NON-REFUNDABLE</i> )
<b>LIGHTING PROJECTS</b>	
STREET LIGHTING (Outside of Planned Community)	\$350 per Design ( <i>Estimated</i> )
<b>TEMPORARY</b>	
TEMPORARY CONSTRUCTION POWER	\$500
<b>OTHER</b>	
LINE RELOCATIONS OR REMOVALS	\$100 Site Visit Fee <b>plus</b> Cost as Estimated for Project Design
CONVERSION FROM OVERHEAD TO UNDERGROUND	\$100 Site Visit Fee <b>plus</b> Cost as Estimated for Project Design
NON-STANDARD PROJECTS	\$100 Site Visit Fee <b>plus</b> Cost as Estimated for Project Design
<b>*Final Total Costs will be Credited or Billed</b>	



# **SECTION B**

# **RATES**

**EFFECTIVE: 04/12/2016**

## SECTION B – RATE SHEETS

Section Last Updated: 04/12/2016

RATE NUMBER	DESCRIPTION	REVISION NUMBER	DATE OF CURRENT VERSION
01	Residential Service - Standard	10	04/12/2016
01 PPM	Residential – Pre-Payment Service (PPM)	1	01/01/2016
01 TOU - A	Residential Service – Time of Use (TOU) 9:00 a.m. to 9:00 p.m.	8	04/12/2016
01 TOU - B	Residential Service – Time of Use (TOU) Noon to 7:00 p.m.	3	04/12/2016
02	Small General Service	9	04/12/2016
03	Large General Service	7	01/01/2016
04 - A	Small Industrial Service	10	01/01/2016
04 - B	Large Industrial Service	4	01/01/2016
05 - D	Agricultural Irrigation Pumping Service (Steps 1 & 2)	12	01/01/2016
05 - H	Agricultural Irrigation Pumping Service (All)	6	01/01/2016
06	Agricultural Related Pumping Service	10	01/01/2016
07	Water Pumping Service	9	01/01/2016
08	Cotton Gin Service	7	01/01/2016
09	Dusk to Dawn Lighting	8	01/01/2016
10	Gates and Turnouts	9	01/01/2016
11	Street Lighting	6	01/01/2016
12	Unmetered Load	4	01/01/2016

# ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY



## RATE NO. 01

### RESIDENTIAL SERVICE

REVISION NO.: 10

EFFECTIVE: 04/12/2016

#### Applicability

To residential use only in single private residences or apartments for lighting, appliances domestic single-phase power with no motor over 5HP, heating and cooling served through one meter.

#### Availability

In all areas within the District as now served; subject to the requirements of the primary purposes of the District and the availability of power and energy as determined in the opinion of the District.

#### Type of Service

Single-phase, 60 Hertz 120 / 240 volts. Subject to all standard policies, conditions, rules and regulations as adopted and amended by the District Board of Directors. "Underground Service" applies to all customers who are served off of primary 12.5 kV feeders that are required to be constructed underground specifically for their area. Underground Service does not include individual underground service drops from overhead lines.

#### Rates

The **monthly** charges for this class of service shall consist of a summation of the following costs based on usage:

	<b>Overhead Service</b>	<b>Underground Primary Service</b>
Basic Service Charge / Month	\$11.86	\$15.65
Energy Charge / kWh		
First 500 kWh	\$00.0868	\$00.0854
All Additional kWh	\$00.0868	\$00.1091
<b>MINIMUM BILL CHARGE</b>	<b>\$28.45</b>	<b>\$28.45</b>

#### Adjustments

1. The Renewable Energy Surcharge Rider shall be applied to all retail electric service under this schedule.
2. The bill is subject to the Purchased Power Cost Adjustor as set forth in the PPCA Rider.
3. If the customer requests to connect a Solar Distributed Generation System, the Solar Power Program Buyback Rider shall apply.

#### Tax

Plus applicable sales tax to the above.

#### Reconnect Charge

In the event a consumer requests that ED3 reconnect electric service within a twelve (12) month period of requesting that ED3 disconnect the electric service to the same location, the consumer shall pay ED3 a reconnect charge.

The reconnect charge shall be the greater of:

1. The reconnection charge outlined in ED3's Service Rules and Regulations; or
2. The Monthly Minimum Bill Charge times the number of months the service has been disconnected.

# ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY



## RATE NO. 01 PPM

### RESIDENTIAL PRE-PAYMENT SERVICE

REVISION NO.: 1

EFFECTIVE: 01/01/2016

#### **Applicability**

To residential use only in single private residences or apartments for lighting, appliances domestic single-phase power with no motor over five (5) HP, heating and cooling served through one (1) meter with the exception of customers who have on-site solar generation.

#### **Availability**

In all areas within the District as now served. Subject to the requirements of the primary purposes of the District and the availability of power and energy as determined in the opinion of the District.

#### **Conditions for Service**

Single-phase, 60 Hertz 120 / 240 volts. Subject to all standard policies, conditions, rules and regulations as adopted and amended by the District Board of Directors.

1. A customer requiring additional interconnection, metering or other equipment beyond what is necessary for ED3 to provide basic service applicable under this price plan must pay ED3 for the costs of such additional equipment.
2. A customer may cancel service under this price plan and elect service under another applicable price plan. The customer may not subsequently elect service under this price plan for at least one (1) year after the effective date of cancellation. Customers who are served under this pre-payment plan and choose to elect service under another optional residential price plan will be required to re-establish credit and deposits with the then current District rules.

#### **Rates**

The monthly charges for this class of service shall consist of a summation of the following costs based on usage:

Basic Service Charge / DAY	\$0.52 / day
Energy Charge / kWh (All kWh)	\$0.1252 / kWh
Daily Minimum Charge	\$0.95

#### **Tax**

Plus applicable sales tax to the above.

# ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY



## RATE NO. 01 TOU – A

### RESIDENTIAL SERVICE - TIME-OF-USE

(9:00 A.M. TO 9:00 P.M.)

REVISION NO.: 8

EFFECTIVE: 04/12/2016

#### Applicability

To residential use only in single private residences or apartments for lighting, appliances domestic single-phase power with no motor over five (5) HP, heating and cooling served through one (1) meter with the exception of customers who have on-site solar generation.

#### Availability

In all areas within the District as now served; subject to the requirements of the primary purposes of the District and the availability of necessary equipment, power and energy as determined in the opinion of the District.

#### Type of Service

Single-phase, 60 Hertz 120 / 240 volts. Subject to all standard policies, conditions, rules and regulations as adopted and amended by the District Board of Directors.

#### Terms and Conditions

1. Service under this rate schedule will become effective only after the District has installed the required Time-of-Use (TOU) meter.
2. Customer's selecting Time-of-Use Service under this rate schedule will be required to remain on this schedule for a minimum of twelve (12) months.

#### Rates

The **monthly** charges for this class of service shall consist of a summation of the following costs based on usage:

	OVERHEAD TOU (9:00 AM – 9:00 PM)		UNDERGROUND TOU (9:00 AM – 9:00 PM)	
	SUMMER May – October	WINTER November - April	SUMMER May – October	WINTER November - April
Basic Service Charge / month	\$12.80	\$12.80	\$16.60	\$16.60
Energy Charge / kWh				
On Peak kWh	\$00.1316	\$00.1070	\$00.1499	\$00.1219
Off Peak kWh	\$00.0426	\$00.0426	\$00.0485	\$00.0485
<b>MINIMUM BILL CHARGE</b>	<b>\$28.45</b>	<b>\$28.45</b>	<b>\$28.45</b>	<b>\$28.45</b>
<b>On Peak Hours (Monday – Friday)</b>	<b>9:00 a.m. to 9:00 p.m.</b>	<b>9:00 a.m. to 9:00 p.m.</b>	<b>9:00 a.m. to 9:00 p.m.</b>	<b>9:00 a.m. to 9:00 p.m.</b>
<b>Off Peak Hours</b>	<b>All other hours</b>	<b>All other hours</b>	<b>All other hours</b>	<b>All other hours</b>

#### Adjustments

1. The Renewable Energy Surcharge Rider shall be applied to all retail electric service under this schedule.
2. The bill is subject to the Purchased Power Cost Adjustor as set forth in the PPCA Rider.
3. If the customer requests to connect a Solar Distributed Generation System, the Solar Power Program Buyback Rider shall apply.

#### Tax

Plus applicable sales tax to the above.

#### Reconnect Charge

In the event a consumer requests that ED3 reconnect electric service within a twelve (12) month period of requesting that ED3 disconnect the electric service to the same location, the consumer shall pay ED3 a reconnect charge.

The reconnect charge shall be the greater of:

1. The reconnection charge outlined in ED3's Service Rules and Regulations; or
2. The Monthly Minimum Bill Charge times the number of months the service has been disconnected.

# ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY



## RATE NO. 01 TOU - B

### RESIDENTIAL SERVICE - TIME-OF-USE

(12:00 NOON TO 7:00 PM)

REVISION NO.: 3

EFFECTIVE: 04/12/2016

#### Applicability

To residential use only in single private residences or apartments for lighting, appliances domestic single-phase power with no motor over five (5) HP, heating and cooling served through one (1) meter with the exception of customers who have on-site solar generation.

#### Availability

In all areas within the District as now served. Subject to the requirements of the primary purposes of the District and the availability of necessary equipment, power and energy as determined in the opinion of the District.

#### Type of Service

Single-phase, 60 Hertz 120 / 240 volts. Subject to all standard policies, conditions, rules and regulations as adopted and amended by the District Board of Directors.

#### Terms and Conditions

1. Service under this rate schedule will become effective only after the District has installed the required Time-of-Use (TOU) meter.
2. Customer's selecting Time-of-Use Service under this rate schedule will be required to remain on this schedule for a minimum of twelve (12) months.

#### Rates

The **monthly** charges for this class of service shall consist of a summation of the following costs based on usage:

	<b>OVERHEAD TOU</b> (12:00 NOON – 7:00 PM)		<b>UNDERGROUND TOU</b> (12:00 NOON – 7:00 PM)	
	<b>SUMMER</b> May – October	<b>WINTER</b> November - April	<b>SUMMER</b> May – October	<b>WINTER</b> November - April
Basic Service Charge / Month	\$12.80	\$12.80	\$16.60	\$16.60
Energy Charge / kWh				
<b>ON</b> Peak kWh	\$00.17987	\$00.14588	\$00.20486	\$00.16615
<b>OFF</b> Peak kWh	\$00.04508	\$00.04508	\$00.05134	\$00.05134
<b>MINIMUM BILL CHARGE</b>	<b>\$28.45</b>	<b>\$28.45</b>	<b>\$28.45</b>	<b>\$28.45</b>
<b>ON</b> Peak Hours (Monday – Friday)	<b>12:00 p.m. to 7:00 p.m.</b>	<b>12:00 p.m. to 7:00 p.m.</b>	<b>12:00 p.m. to 7:00 p.m.</b>	<b>12:00 p.m. to 7:00 p.m.</b>
<b>OFF</b> Peak Hours	<b>All Other Hours</b>	<b>All Other Hours</b>	<b>All Other Hours</b>	<b>All Other Hours</b>

#### Adjustments

1. The Renewable Energy Surcharge Rider shall be applied to all retail electric service under this schedule.
2. The bill is subject to the Purchased Power Cost Adjustor as set forth in the PPCA Rider.
3. If the customer requests to connect a Solar Distributed Generation System, the Solar Power Program Buyback Rider shall apply.

#### Tax

Plus applicable sales tax to the above.

#### Reconnect Charge

In the event a consumer requests that ED3 reconnect electric service within a twelve (12) month period of requesting that ED3 disconnect the electric service to the same location, the consumer shall pay ED3 a reconnect charge.

The reconnect charge shall be the greater of:

1. The reconnection charge outlined in ED3's Service Rules and Regulations; or
2. The Monthly Minimum Bill Charge times the number of months the service has been disconnected.

# ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY



## RATE NO. 02

### SMALL GENERAL SERVICE

REVISION NO.: 9

EFFECTIVE: 04/12/2016

#### Applicability

To all customer uses not defined in other rate schedules of the District who do not have demand metering or whose estimated monthly maximum demand is less than fifty (50) kW. Service is applied at one (1) point of delivery and measured through one (1) meter.

#### Availability

In all areas within the District as now served; subject to the requirements of the primary purposes of the District and the availability of power and energy as determined in the opinion of the District.

#### Type of Service

Single and three phase, 60 Hertz 120 / 240 and 480 overhead or underground. Subject to all standard policies, conditions, Electric Service Guidelines and Rules and Regulations as adopted and amended by the District Board of Directors.

“Underground Service” applies to all customers who are served off of primary 12.5 kV feeders that are required to be constructed underground specifically for their area. Underground Service does not include individual underground service drops from overhead lines.

#### Rates

The **monthly** charges for this class of service shall consist of a summation of the following costs based on usage:

	<b>Overhead Service</b>	<b>Underground Primary Service</b>
Basic Service Charge / Month	\$17.07	\$42.68
Energy Charge / kWh		
First 1,000 kWh	\$00.0806	\$00.0806
All Additional kWh	\$00.1015	\$00.1015
<b>MINIMUM BILL CHARGE</b>	<b>\$17.07</b>	<b>\$42.68</b>

#### Adjustments

1. The Renewable Energy Surcharge Rider shall be applied to all retail electric service under this schedule.
2. The bill is subject to the Purchased Power Cost Adjustor as set forth in the PPCA Rider.
3. If the customer requests to connect a Solar Distributed Generation System, the Solar Power Program Buyback rider shall apply.

#### Tax

Plus applicable sales tax to the above.

#### Reconnect Charge

In the event a consumer requests that ED3 reconnect electric service within a twelve (12) month period of requesting that ED3 disconnect the electric service to the same location, the consumer shall pay ED3 a reconnect charge.

The reconnect charge shall be the greater of:

1. The reconnection charge outlined in ED3's Service Rules and Regulations; or
2. The Monthly Minimum Bill Charge times the number of months the service has been disconnected.

# ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY



## RATE NO. 03

### LARGE GENERAL SERVICE

REVISION NO.: 7

EFFECTIVE: 01/01/2016

#### Applicability

To all customer uses not defined in other rate schedules of the District whose monthly maximum demand is greater than fifty (50) kW for three (3) consecutive months in any continuous twelve (12) month period ending with the current month. Service is applied at one (1) point of delivery and measured through one (1) meter with a demand reading.

#### Availability

In all areas within the District as now served; subject to the requirements of the primary purposes of the District and the availability of power and energy as determined in the opinion of the District.

#### Type of Service

Single and three phase, 60 Hertz 120 / 240 and 480 overhead or underground. Transformation is included in this rate. Subject to all standard policies, conditions, Electric Service Guidelines Rules and Regulations as adopted and amended by the District Board of Directors.

“Underground Service” applies to all customers who are served off of primary 12.5 kV feeders that are required to be constructed underground specifically for their area. Underground Service does not include individual underground service drops from overhead lines.

#### Rates

The **monthly** charges for this class of service shall consist of a summation of the following costs based on usage:

	<b>Overhead Service</b>	<b>Underground Primary Service</b>
Basic Service Charge / Month	\$30.87	\$78.72
Demand Charge / kW-mo	\$10.51	\$10.85
Energy Charge / kWh		
All kWh	\$00.0524	\$00.0541
<b>MINIMUM BILL CHARGE</b>	<b>\$30.87</b>	<b>\$78.72</b>

#### Adjustments

1. The Renewable Energy Surcharge Rider shall be applied to all retail electric service under this schedule.
2. The bill is subject to the Purchased Power Cost Adjustor as set forth in the PPCA Rider.

#### Tax

Plus applicable sales tax to the above.

#### Reconnect Charge

In the event a consumer requests that ED3 reconnect electric service within a twelve (12) month period of requesting that ED3 disconnect the electric service to the same location, the consumer shall pay ED3 a reconnect charge.

The reconnect charge shall be the greater of:

1. The reconnection charge outlined in ED3's Service Rules and Regulations; or
2. The Monthly Minimum Bill Charge times the number of months the service has been disconnected.

#### Determination of kW

The actual kW supplied during the period of maximum use during the month as determined from reading of the District's meter.

# ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY



## RATE NO. 04 - A

### SMALL INDUSTRIAL SERVICE

Page 1 of 2

REVISION NO.: 10

EFFECTIVE: 01/01/2016

#### Applicability

To non-agricultural customers whose monthly maximum demand is greater than 1,000 kW and less than 3,000 kW for three (3) consecutive months in any continuous twelve (12) month period ending with the current month. Service is applied at one (1) point of delivery and measured through one (1) meter with an actual or estimated demand reading.

#### Availability

In all areas within the District as now served; subject to the requirements of the primary purposes of the District and the availability of power and energy as determined in the opinion of the District.

#### Type of Service

Single and three phase, 60 Hertz 120 / 240 volt and 277 / 480 volt overhead. Transformation is included in this rate.

#### Conditions

1. Subject to all standard policies, conditions, rules and regulations as adopted and amended by the District Board of Directors.
2. "Underground Service" applies to all customers who are served off of primary 12.5 kV feeders that are required to be constructed underground specifically for their area. Underground Service does not include individual underground service drops from overhead lines.
3. Customers served under this rate schedule are subject to the Facilities Charge and the Facilities Rider unless specified elsewhere.

#### Rates

The **monthly** charges for this class of service shall consist of a summation of the following costs based on usage:

	<b>Overhead Service</b>	<b>Underground Primary Service</b>
Basic Service Charge / Month	\$35.09	\$78.72
Demand Charge / kW-Mo	\$06.92	\$06.92
Facility Charge / kW-Mo <b>(Customer Specific – See Facilities Rider)</b>	\$03.08	\$03.08
Energy Charge / kWh		
All kWh	\$00.0475	\$00.0475
<b>MINIMUM BILL CHARGE</b>	<b>\$35.09</b>	<b>\$78.72</b>

#### Tax

Plus applicable sales tax to the above.

# ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY



## RATE NO. 04 - A

### SMALL INDUSTRIAL SERVICE

Page 2 of 2

REVISION NO.: 10

EFFECTIVE: 01/01/2016

#### **Reconnect Charge**

In the event a consumer requests that ED3 reconnect electric service within a twelve (12) month period of requesting that ED3 disconnect the electric service to the same location, the consumer shall pay ED3 a reconnect charge.

The reconnect charge shall be the greater of:

1. The reconnection charge outlined in ED3's Service Rules and Regulations; or
2. The Monthly Minimum Bill Charge times the number of months the service has been disconnected.

#### **Determination of kW**

The actual kW supplied during the period of maximum use during the month as determined from reading of the District's meter.

#### **Adjustments**

1. The Renewable Energy Surcharge Rider shall be applied to all retail electric service under this schedule.
2. The bill is subject to the Purchased Power Cost Adjustor as set forth in the PPCA Rider.
3. The District may increase or decrease billings based on any taxes, fees or charges levied by any governmental authority for services provided under this schedule.
4. If the power factor falls below ninety-five percent (95%) at any point during any billing period, then the District will:
  - a. Require that the customer correct the power factor to an acceptable level.
  - b. Adjust the billing demand based on the following formula:

***Minimum Monthly Required Power Factor = 95%***

***(Demand Reading x Rate Master Power Factor) ÷ Power Factor Reading from Meter = Bill Demand***

- c. Require the customer, at their cost, to be continuously metered with a separate meter that requires KVA, KVARs or actual power factor.

# ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY



## RATE NO. 04 - B

### LARGE INDUSTRIAL SERVICE

Page 1 of 2

REVISION NO.: 4

EFFECTIVE: 01/01/2016

#### Applicability

To non-agricultural customers whose monthly maximum demand is greater than 3,000 kW for three (3) consecutive months in any continuous twelve (12) month period ending with the current month. Service is applied at one (1) point of delivery and measured through one (1) meter with an actual or estimated demand reading.

#### Availability

In all areas within the District as now served; subject to the requirements of the primary purposes of the District and the availability of power and energy as determined in the opinion of the District.

#### Type of Service

Three phase, 60 Hertz 120 / 240 volt and 277 / 480 volt. Transformation is included in this rate. Service under this schedule is generally provided at secondary voltage, primary voltage when the customer owns the distribution transformer(s), or transmission voltage.

#### Conditions

Subject to all standard policies, conditions, rules and regulations as adopted and amended by the District Board of Directors.

	<b>Overhead Service</b>
Basic Service Charge / Month	\$83.00
Demand Charge / kW-Mo	\$16.68
Facility Charge / kW-Mo (Customer Specific – See Facilities Rider)	\$3.25
Energy Charge / kWh All kWh	\$00.0413

#### Minimum

The bill for service under this rate schedule shall not be less than the Basic Service Charge plus the applicable Demand Charge for each kW as determined below.

#### Determination of kW

For the purposes, the kW used in this rate schedule shall be the greater of the following:

1. The average kW supplied during the 15-minute period (or other period as specified by an individual customer contract) of maximum use during the month, as determined from readings of the District's meter.
2. **Fifty percent (50%) of the highest kW measured during the four (4) summer billing months (June – September) of the twelve (12) months ending with the current month.**
3. The minimum kW specified in the agreement for service or individual contract.

# ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY



## RATE NO. 04 - B

### LARGE INDUSTRIAL SERVICE

Page 2 of 2

REVISION NO.: 4

EFFECTIVE: 01/01/2016

#### Tax

Plus applicable sales tax to the above.

#### Adjustments

1. The Renewable Energy Surcharge Rider shall be applied to all retail electric service under this schedule.
2. To assure that the District maintains a positive margin on this rate, the bill is subject to a Large Industrial Purchased Power Cost Adjustor (LIPPCA) described below.
  - a. The LIPPCA is a component that allows the District to pass through significant increases in the blended average cost of the Arizona Public Service (APS) Block and the APS Volume Imbalance Adjustment (VIA) Purchases. The LIPPCA will be reviewed by the District on no less than a quarterly basis and adjusted accordingly.
3. The District may increase or decrease billings based on any taxes, fees or charges levied by any governmental authority for services provided under this schedule.
4. If the power factor falls below ninety-five percent (95%) at any point during any billing period, then the District will:
  - a. Require that the customer correct the power factor to an acceptable level.
  - b. Adjust the billing demand based on the following formula:  
***Minimum Monthly Required Power Factor = 95%***  
***(Demand Reading x 95%) ÷ Power Factor Reading from Meter = Bill Demand***
  - c. Require the customer, at their cost, to be continuously metered with a separate meter that requires KVA, KVARs or actual power factor.

#### Contract Period

The contract period for customers served under this rate schedule will be, at the District's option, from the effective date of January 1, 2016 through December 31, 2016.

# ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY



## RATE NO. 05 – D

### AGRICULTURAL IRRIGATION PUMPING SERVICE

REVISION NO.: 12

EFFECTIVE: 01/01/2016

#### Applicability

To all irrigation motors operated by the Maricopa Stanfield Irrigation & Drainage District for the exclusive use of pumping water for the purposes of irrigating farm fields or to fill canals which are ultimately used to irrigate fields.

#### Availability

In all areas within the District as now served; subject to the requirements of the primary purposes of the District and the availability of power and energy as determined in the opinion of the District.

#### Type of Service

Three phase, 60 Hertz 120 / 240 and 480 overhead. Transformation is included in this rate. Subject to all standard policies, conditions, rules and regulations as adopted and amended by the District Board of Directors.

#### Rates

The **monthly** charges for this class of service shall consist of a summation of the following costs based on usage:

	<b>Overhead Service</b>
Basic Service Charge / Month	\$13.88
Demand Charge / kW-Mo	\$05.97
Energy Charge / kWh	
Step 1 *	\$00.02142
Step 2	\$00.05070

#### Determination of Billing Demand

The actual coincident kW supplied for all MSIDD wells during the single hour of maximum use in the month as determined from the MSIDD hourly log of well operations.

\* **Step 1 - Energy billed under Step 1 will not exceed the amount of allocated monthly scheduled hydro energy. Monthly energy above Step 1 allocated hydro amounts will be billed at the Step 2 Rate.**

#### Adjustments

1. For this rate schedule, the Purchased Power Cost Adjustor (PPCA) is incorporated into the base rates above.

#### Tax

Exempt.<sup>1</sup>

<sup>1</sup> Per Arizona Attorney General Opinion No. 60-43 / R. S. Lynch Memos Dated 01/26/10 & 10/11/05

# ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY



## RATE NO. 05 – H

### AGRICULTURAL IRRIGATION PUMPING SERVICE

REVISION NO.: 6

EFFECTIVE: 01/01/2016

#### Applicability

To all services other than those operated by the Maricopa Stanfield Irrigation & Drainage District for the exclusive use of pumping water for the purposes of irrigating farm fields for commercial agricultural production or to fill canals which are ultimately used to irrigate fields for commercial agricultural production.

#### Availability

In all areas within the District as now served; subject to the requirements of the primary purposes of the District and the availability of power and energy as determined in the opinion of the District.

#### Type of Service

Three phase, 60 Hertz 120 / 240 and 480 overhead. Transformation is included in this rate. Subject to all standard policies, conditions, rules and regulations as adopted and amended by the District Board of Directors.

#### Rates

The **monthly** charges for this class of service shall consist of a summation of the following costs based on usage:

	<b>Overhead Service</b>
Basic Service Charge/Month	\$13.88
Demand Charge/kW-mo	\$04.63
Energy Charge/kWh All kWh	\$00.02599
<b>MINIMUM BILL CHARGE</b>	<b>\$13.88</b>

#### Adjustments

1. For this rate schedule, the Purchased Power Cost Adjustor is incorporated into the base rates above.

#### Determination of kW

The actual kW supplied during the period of maximum use during the month as determined from reading of the District's meter.

#### Tax

Exempt.<sup>1</sup>

#### Reconnect Charge

In the event a consumer requests that ED3 reconnect electric service within a twelve (12) month period of requesting that ED3 disconnect the electric service to the same location, the consumer shall pay ED3 a reconnect charge.

The reconnect charge shall be the greater of:

1. The reconnection charge outlined in ED3's Service Rules and Regulations; or
2. The Monthly Minimum Bill Charge times the number of months the service has been disconnected.

<sup>1</sup> Per Arizona Attorney General Opinion No. 60-43 / R. S. Lynch Memos Dated 01/26/10 & 10/11/05

# ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY



## RATE NO. 06

### AGRICULTURAL RELATED PUMPING SERVICE

REVISION NO.: 10

EFFECTIVE: 01/01/2016

#### Applicability

To all services operated for the exclusive use of pumping water for commercial agricultural production other than irrigating farm fields.

#### Availability

In all areas within the District as now served; subject to the requirements of the primary purposes of the District and the availability of power and energy as determined in the opinion of the District.

#### Type of Service

Three (3) phase, 60 Hertz 120 / 240 and 480 overhead. Transformation is included in this rate. Subject to all standard policies, conditions, rules and regulations as adopted and amended by the District Board of Directors.

#### Rates

The **monthly** charges for this class of service shall consist of a summation of the following costs based on usage:

	<b>Overhead Service</b>
Basic Service Charge / Month	\$13.88
Demand Charge / kW-Mo	\$04.74
Energy Charge / kWh All kWh	\$00.02656
<b>MINIMUM BILL CHARGE</b>	<b>\$13.88</b>

#### Adjustments

1. The Renewable Energy Surcharge Rider shall be applied to all retail electric service under this schedule.
2. The bill is subject to the Purchased Power Cost Adjustor as set forth in the PPCA Rider.

#### Determination of kW

The actual kW supplied during the period of maximum use during the month as determined from reading of the District's meter.

#### Tax

Exempt.<sup>1</sup>

#### Reconnect Charge

In the event a consumer requests that ED3 reconnect electric service within a twelve (12) month period of requesting that ED3 disconnect the electric service to the same location, the consumer shall pay ED3 a reconnect charge.

The reconnect charge shall be the greater of:

1. The reconnection charge outlined in ED3's Service Rules and Regulations; or
2. The Monthly Minimum Bill Charge times the number of months the service has been disconnected.

<sup>1</sup> Per Arizona Attorney General Opinion No. 60-43 / R. S. Lynch Memos Dated 01/26/10 & 10/11/05

# ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY



## RATE NO. 07

### WATER PUMPING SERVICE

REVISION NO.: 9

EFFECTIVE: 01/01/2016

#### Applicability

To all motors operated for the exclusive use of pumping water for all non-agricultural related purposes whose monthly maximum demand is greater than fifty (50) kW for three (3) consecutive months in any continuous twelve (12) month period ending with the current month.

#### Availability

In all areas within the District as now served; subject to the requirements of the primary purposes of the District and the availability of power and energy as determined in the opinion of the District.

#### Type of Service

Single and three (3) phase, 60 Hertz 120 / 240 and 480 overhead. Transformation is included in this rate. Subject to all standard policies, conditions, Electric Service Guidelines Rules and Regulations as adopted and amended by the District Board of Directors.

#### Rates

The **monthly** charges for this class of service shall consist of a summation of the following costs based on usage:

	<b>Overhead Service</b>	<b>Underground Primary Service</b>
Basic Service Charge / Month	\$30.01	\$75.02
Demand Charge / kW-Mo	\$05.11	\$05.11
Energy Charge / kWh	\$00.0686	\$00.0686
<b>MINIMUM BILL CHARGE</b>	<b>\$30.01</b>	<b>\$75.02</b>

#### Adjustments

1. The Renewable Energy Surcharge Rider shall be applied to all retail electric service under this schedule.
2. The bill is subject to the Purchased Power Cost Adjustor as set forth in the PPCA Rider.

#### Determination of kW

The actual kW supplied during the period of maximum use during the month as determined from reading of the District's meter.

#### Tax

Plus applicable sales tax to the above.

#### Reconnect Charge

In the event a consumer requests that ED3 reconnect electric service within a twelve (12) month period of requesting that ED3 disconnect the electric service to the same location, the consumer shall pay ED3 a reconnect charge.

The reconnect charge shall be the greater of:

1. The reconnection charge outlined in ED3's Service Rules and Regulations; or
2. The Monthly Minimum Bill Charge times the number of months the service has been disconnected.

# ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY



## RATE NO. 08

### COTTON GIN SERVICE

REVISION NO.: 7

EFFECTIVE: 01/01/2016

#### Applicability

To all cotton seed milling gins which are primarily operated on a seasonal basis.

#### Availability

In all areas within the District as now served; subject to the requirements of the primary purposes of the District and the availability of power and energy as determined in the opinion of the District.

#### Type of Service

Three (3) phase, 60 Hertz 120 / 240 and 480 service. Transformation is included in this rate. Subject to all standard policies, conditions, rules and regulations as adopted and amended by the District Board of Directors.

#### Rates

**Summer Season:** March through September

**Winter Season:** October through February

The **monthly** charges for this class of service shall consist of a summation of the following costs based on usage:

	<b>SUMMER Season</b>	<b>WINTER Season</b>
Basic Service Charge / Month	\$34.33	\$34.33
Demand Charge / kW-Mo	\$14.20	\$7.65
Energy Charge / kWh All kWh	\$00.0477	\$00.0477
<b>MINIMUM BILL CHARGE</b>	<b>\$34.33</b>	<b>\$34.33</b>

#### Adjustments

1. The Renewable Energy Surcharge Rider shall be applied to all retail electric service under this schedule.
2. The bill is subject to the Purchased Power Cost Adjustor as set forth in the PPCA Rider.

#### Tax

Plus applicable sales tax to the above.

#### Reconnect Charge

In the event a consumer requests that ED3 reconnect electric service within a twelve (12) month period of requesting that ED3 disconnect the electric service to the same location, the consumer shall pay ED3 a reconnect charge.

The reconnect charge shall be the greater of:

1. The reconnection charge outlined in ED3's Service Rules and Regulations; or
2. The Monthly Minimum Bill Charge times the number of months the service has been disconnected.

#### Determination of kW

The actual kW supplied during the period of maximum use during the month as determined from reading of the District's meter.

# ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY



## RATE NO. 09

### DUSK-TO-DAWN LIGHTING

REVISION NO.: 8

EFFECTIVE: 01/01/2016

#### Applicability

To all customers for the purpose of outdoor lighting other than street and highway lighting service of privately owned property. Electric service is provided from dusk to dawn. ED3 will install, own, operate and maintain the complete lighting installation, including lamp replacements.

#### Availability

In all areas within the District as now served; subject to the requirements of the primary purposes of the District and the availability of power and energy as determined in the opinion of the District.

#### Rates

Customer is responsible for all installation costs. These costs may be financed through ED3's on-bill financing per the Dusk-to-Dawn Lighting Installation Guidelines and Dusk-to-Dawn Lighting Agreement. The monthly charge shall be computed at the following rates for the standard facility utilized to provide service.

LAMP TYPE	LAMP WATTAGE	LUMENS	KWH / MONTH	CHARGES PER LAMP PER MONTH
<b>High Pressure Sodium</b>	100 W	9,500	40.3	\$07.14
	150 W	16,000	66.6	\$07.81
	200 W	22,000	84.9	\$09.28
	250 W	30,000	99	\$09.92
	400 W	50,000	153	\$17.08
<b>Metal Halide</b>	100 W	8,500	44.5	\$07.14
	250 W	19,500	101.8	\$10.52

#### Tax

Plus applicable sales tax to the above.

# ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY



## RATE NO. 10

### GATES & TURNOUTS

REVISION NO.: 9

EFFECTIVE: 01/01/2016

#### Applicability

To all irrigation motors operated for the exclusive use of opening or closing gates or turnout for the purposes of irrigating farm fields or to fill canals which are ultimately used to irrigate fields.

#### Availability

In all areas within the District as now served; subject to the requirements of the primary purposes of the District and the availability of power and energy as determined in the opinion of the District.

#### Type of Service

Three (3) phase, 60 Hertz 120 / 240 and 480 overhead. Transformation is included in this rate. Subject to all standard policies, conditions, rules and regulations as adopted and amended by the District Board of Directors.

#### Rates

The **monthly** charges for this class of service shall consist of a summation of the following costs based on usage:

	<b>Overhead Service</b>
Basic Service Charge / Month	N/A
Demand Charge / kW-Mo	\$4.74
Energy Charge / kWh All kWh	\$0.0266
<b>MINIMUM BILL CHARGE</b>	<b>Based on 2 kW and 100 kWh</b>

#### Adjustments

1. For this rate schedule, the Purchased Power Cost Adjustor is incorporated into the base rates above.

#### Tax

Plus applicable sales tax to the above.

#### Reconnect Charge

In the event a consumer requests that ED3 reconnect electric service within a twelve (12) month period of requesting that ED3 disconnect the electric service to the same location, the consumer shall pay ED3 a reconnect charge.

The reconnect charge shall be the greater of:

1. The reconnection charge outlined in ED3's Service Rules and Regulations; or
2. The Monthly Minimum Bill Charge times the number of months the service has been disconnected.

# ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY



## RATE NO. 11

### STREET LIGHTING

REVISION NO.: 6

EFFECTIVE: 01/01/2016

#### Applicability

To all customers for the purpose of outdoor lighting of streets alleys, thoroughfares, public parks and playgrounds. Service is dusk to dawn and District will own, operate and maintain the street lighting system including lamps and glass replacements.

#### Availability

In all areas within the District as now served; subject to the requirements of the primary purposes of the District and the availability of power and energy as determined in the opinion of the District.

#### Rates

The monthly charge shall be computed at the following rates for the standard facility utilized to provide service.

Lighting Charges			
Type	Lumen	kWh / Month	Charges per Lamp Per Month
Pedestrian Light	9,500 HPS	100	\$30.78
Pedestrian Light	16,000 HPS	150	\$32.94
Single Fixture Light	28,000 HPS	250	\$35.13
Single Fixture Light	50,000 HPS	400	\$39.72
Double Fixture Light	56,000 HPS	500	\$48.01

#### Tax

Plus applicable sales tax to the above.

#### Notes

1. All facilities shall be owned, operated and maintained by ED3.
2. HPS = High Pressure Sodium.
3. Street lighting facilities installed under this rate schedule are the type currently being provided by ED3 as a Standard Facility. The current Standard Facility consists of a galvanized steel pole, lamp, and accessories.
4. If customer requests facilities that are not covered by the standard facility (provided by ED3), the customer shall pay the difference between the standard facility and the requested facility.

# ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY



## RATE NO. 12

### UNMETERED LOAD

REVISION NO.: 4

EFFECTIVE: 01/01/2016

#### Applicability

All customers who require electric service where demand and energy requirements are constant and subject to the limitations set forth in the notes section of this schedule. Service is applied at one (1) point of delivery where a fixed monthly energy use is determined by the District at service initiation and is not measured by metering equipment.

#### Availability

In all areas within the District as now served; subject to the requirements of the primary purposes of the District and the availability of power and energy as determined in the opinion of the District.

#### Rates

Unmetered Service	
Basic Service Charge / month	\$6.50
Energy Charge / kWh	\$0.1093

#### Adjustments

1. The Renewable Energy Surcharge Rider shall be applied to all retail electric service under this schedule.
2. The bill is subject to the Purchased Power Cost Adjustor as set forth in the PPCA Rider.

#### Tax

Plus applicable sales tax to the above.

#### Notes

1. This rate schedule is applicable only to loads where monthly demand (kW) and energy (kWh) requirements remain constant. Monthly demand and energy requirements may not exceed 2 kW or 1460 kWh at 120 volts and 4 kW or 2920 kWh at 240 volts for each delivery point. Determination of fixed energy use will be based on an average 730 hour month.
2. Prior written approval by an authorized District representative is required before service is implemented under this schedule. Determination of fixed energy use amount will be agreed upon between Customer and District before service is implemented.
3. Prior written approval by an authorized District representative is required for any change in loads.
4. The District shall have the right to inspect the customer's load facilities at any time to ensure compliance with the provisions of this rate schedule.

**SECTION C**

**RIDERS**

**UPDATED 07/07/2016**

## SECTION C – RIDERS

Section Last Updated: 07/07/2016

<b>RIDER NUMBER</b>		<b>DESCRIPTION</b>	<b>REVISION NUMBER</b>	<b>DATE OF CURRENT VERSION</b>
01	Rider	Facilities	5	05/13/2014
02	Rider	Purchased Power Cost Adjustor (PPCA)	3	04/28/2010
03	Rider	Solar Program – BILLING METHOD – Residential / Small General Service	12	<b>CLOSED EFFECTIVE 07/01/2015</b>
04	Rider	Solar Program – Residential / Small General Service	15	<b>CLOSED EFFECTIVE 07/01/2015</b>
05	Rider	Renewable Energy Surcharge	1	01/01/2016
06	Rider	Low Income and Medical Assistance Supplemental To All Residential Price Plans	1	01/01/2010
07	Rider	Standby Service	1	10/24/2012
08	Rider	Solar Program – BUYBACK – Residential / Small General Service	0	07/02/2015

# ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY



## RIDER NO. 01

### FACILITIES

Page 1 of 1

**REVISION NO.: 5**

**EFFECTIVE: 05/13/2014**

Customers qualifying for service under the District's Small and Large Industrial Service Rate Schedules shall be subject to the following conditions:

1. The customer will pay a **Facilities Charge** as listed in the applicable Rate.
  - a. Billing will be based on the actual kW supplied during the period of maximum use during the month as determined from reading of the District's meter.
2. For customers requiring additional facilities and reserved system capacity, the customer will pay the additional costs for these facilities in addition to the standard facility charge.
  - a. Examples of additional facilities or system capacity include but are not limited to:
    - i. Automatic transfer switches.
    - ii. Reserved capacity on circuits that connect to automatic transfer switches.
    - iii. Dedicated feeders and/or breakers.
    - iv. Reserved transformer capacity beyond that to serve anticipated load.
    - v. Cost of overhead to underground conversions.
    - vi. Trenching and conduit from the load side of the service entrance section to the customer's facility when provided by the District.
  - b. Customers will also be subject to excess capacity charges in cases where actual metered demand exceeds the reserved system capacity.
    - i. In the event a customer's actual metered demand exceeds the reserved system capacity, the **Demand Charge** will adjust to two (2) times the demand and facility charge on the applicable rate for the next twelve (12) months.
3. Customers receiving dedicated substation service will be required to advance the capital costs associated with service to the customer.
  - a. These advanced capital costs will be credited back to the customer without interest in the form of a waiver of the monthly Facilities Charge until such time as all advanced funds have been credited back to the customer.

# ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY



## RIDER NO. 02

### PURCHASED POWER COST ADJUSTOR (PPCA)

Page 1 of 1

**REVISION NO.: 3**

**EFFECTIVE: 04/28/2010**

#### **Terms and Conditions**

To deal with the rapid changes in purchased power costs, ED3 has developed a Purchased Power Cost Adjustor (PPCA) methodology and resulting rate. This methodology and the resulting rate are intended to collect or refund purchased power costs beyond those included in ED3's Base Rates.

Under the PPCA methodology, the difference between what is collected through base rates and what ED3 has paid for purchased power will be accrued in a tracking account for recovery or refund and that these funds be carried forward to future calculations of the PPCA. It is the intent that this calculation be made annually but if necessary may take place quarterly and adjusted as necessary. The formula basis for this calculation is illustrated below.

Average Base Rate Power Costs = BRPC

Average Forecasted Power Costs = FPC

Average Actual Power Cost = APC

PPCA (period 1) =  $(FPC_{p1} - BRPC)$

PPCA (period 2) =  $(FPC_{p2} - BRPC) + (APC_{p1} - FPC_{p1})$

ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY



**RIDER NO. 03**

**CLOSED – DOES NOT APPLY TO NEW OR RETURNING CUSTOMERS  
AFTER 5:00 P.M . ON JULY 1, 2015**

**SOLAR PROGRAM – BILLING METHOD - RESIDENTIAL / SMALL GENERAL SERVICE**

Page 1 of 2

REVISION NO.: 12

EFFECTIVE: 07/01/2015

**PLEASE NOTE: CUSTOMER APPLICATIONS WHICH ARE PLACED IN THE ED3 SOLAR QUEUE ARE SUBJECT TO ALL REVISIONS TO THE REQUIREMENTS OF THE ED3 SOLAR PROGRAM DURING THEIR TIME IN THE SOLAR QUEUE.**

**Applicability**

To solar distributed generation (“Solar DG”) systems with an AC electrical peak capability of ten kilowatts (10 kW) or less for Residential Service and twenty kilowatts (20 kW) or less for Small General Service. Limited to customers served by ED3, who purchase power and energy provided by ED3, and whose solar generation systems are qualified to deliver power and energy back to ED3.

**Conditions**

1. The customer is required to provide a meter socket for any additional meters required due to the Solar DG. Typically, a meter is required for incoming service from ED3, and a meter is required for generated power from the Solar DG. At the discretion of ED3, if a single bi-directional meter is available that can record load and generation separately; a single meter may be used.
2. An “Application for Operation of Customer-Owned Solar Generation” with the customer shall be required for service under this rider.
3. The customer shall pay ED3 for interconnection costs prior to commencement of service under this rider. Interconnection costs may include but are not limited to reasonable costs of connection, switching, relaying, metering, safety provisions, engineering studies and administrative costs incurred by ED3 directly related to the installation of the physical facilities necessary to permit interconnected operations. An estimate of these costs will be provided to the customer following their completed “Application for Operation of Customer-Owned Solar Generation”.
4. The Customer may select from two options for compensation for their generation. First, the Customer’s generation output in excess of their load is sold directly to ED3 at the ED3 avoided cost for energy for non-firm partial requirements service. The second provides a net metering option where generated kilowatt hours (kWh) are used to offset customer load kWh.
5. Distributed Generation Fixed Cost Recovery Charge – A monthly DGFCR charge shall be applied based on the nameplate kW-DC power rating of the distributed generation facility. This charge shall not apply to customers that (1) installed a distributed generation facility through ED3’s interconnection process prior to January 1, 2014 or (2) submitted an application for interconnection and a signed contract with an installer to ED3 prior to that date.

**CUSTOMER - PLEASE INITIAL:**

**Customer Initials:** \_\_\_\_\_

ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY



**RIDER NO. 03**

**CLOSED – DOES NOT APPLY TO NEW OR RETURNING CUSTOMERS  
AFTER 5:00 P.M . ON JULY 1, 2015**

**SOLAR PROGRAM – BILLING METHOD - RESIDENTIAL / SMALL GENERAL SERVICE**

Page 2 of 2

REVISION NO.: 12

EFFECTIVE: 07/01/2015

**Electric Service Guidelines**

Service under this schedule is in accordance with the terms of ED3's Electric Service Guidelines, including any amendments.

Prior to receiving service under this Rider, the customer will be required to sign the ED3 "Agreement for Interconnection of Solar Photovoltaic Distributed Generation".

**Billing Method**

**Method 1**

The customer energy usage (kWh) will be netted with the customer Solar DG kWh each month. If customer energy usage exceeds generation, the monthly net will be billed according to the applicable retail Residential or Small General Service rate. If solar generation exceeds customer usage, ED3 will pay the customer based on the ED3 avoided cost for energy<sup>1</sup> (for the monthly net energy amount).

**Method 2**

The customer energy usage (kWh) will be netted with the customer Solar DG kWh each month. If customer usage exceeds generation, the monthly net will be billed according to the applicable retail Residential or Small General Service rate.

If the customer Solar DG exceeds the customer usage, a kWh credit will be carried forward to apply to future months.

If the customer disconnects the Solar DG account, the Excess Generation Credit kWh remaining will be paid to the customer at the avoided cost of energy rate in effect at the time.

Solar DG requires the use of multiple registers; therefore, the customer charge will be equivalent to those of Time of Use rates.

**CUSTOMER - PLEASE CHECK BILLING METHOD CHOICE AND INITIAL:**

Method 1

Method 2

Customer Initials: \_\_\_\_\_

**Green Credits**

Title to and ownership of any and all environmental / green credits associated with Customer-Owned Solar Generation PV System shall pass from Customer to ED3 upon initiation of service and ED3 shall maintain title to and ownership of all such environmental / green credits, benefits, emissions reductions, offsets and allowances, howsoever entitled, attributable to the generation of energy from the Solar Generation PV System. The calculation, use and retirement of any and all environmental/green credits shall be in the sole and exclusive discretion of ED3. Any funds derived from these green credits will be added to the ED3 Solar program funds.

Customer Name: \_\_\_\_\_ Date: \_\_\_\_\_

*Please Print*

Customer Signature: \_\_\_\_\_

<sup>1</sup> ED3 avoided energy costs will be periodically evaluated and the amount paid under this rider will change accordingly. The generation / purchased power cost component included in ED3's retail rates can change based on actual costs incurred by ED3.

ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY



RIDER NO. 04

CLOSED – DOES NOT APPLY TO NEW OR RETURNING CUSTOMERS  
AFTER 5:00 P.M . ON JULY 1, 2015

SOLAR PROGRAM - RESIDENTIAL / SMALL GENERAL SERVICE

Page 1 of 1

REVISION NO.: 15

EFFECTIVE: 07/01/2015

PLEASE NOTE: CUSTOMER APPLICATIONS WHICH ARE PLACED IN THE ED3 SOLAR QUEUE ARE SUBJECT TO ALL REVISIONS TO THE REQUIREMENTS OF THE ED3 SOLAR PROGRAM DURING THEIR TIME IN THE SOLAR QUEUE.

Applicability

Program applies to solar distributed generation ("Solar DG") systems with a maximum AC electrical peak capability of ten kilowatts (10 kW) or less for Residential Service, and twenty kilowatts (20 kW) or less for Small General Service.

Solar generation interconnections may require a System Engineering Analysis, the cost of which will be borne by the Customer. An initial System Engineering Analysis Fee of \$500 (five hundred dollars) will be required to begin the study. Any additional analysis costs will be billed to the Customer in advance and any unused amounts will be returned upon completion of the analysis.

The ED3 program is limited to customers served by ED3, who purchase power and energy provided by ED3, and whose solar generation systems are qualified to deliver power and energy back to ED3.

Conditions

1. An "Application for Operation of Customer-Owned Solar Generation" with the customer shall be required for consideration under this Rider.
2. The Solar DG system DC Watt rating may be de-rated to a lower amount due to the installation or shade conditions. If the mounting angle of the solar panel is not optimum or if ambient shade conditions exist that will reduce the annual production capacity of the system, the wattage used in the rebate calculation will be reduced accordingly.
3. Minimum Solar DG system size for consideration under this Rider is 1,000 Watts DC.
4. Maximum Solar DG system size for consideration under this Rider is 125% (one hundred twenty-five percent) of the customer's demand with a maximum of 10,000 Watts DC for Residential Service and 20,000 Watts DC for Small General Service.
5. Distributed Generation Fixed Cost Recovery Charge – A monthly DGFCR charge shall be applied based on the nameplate kW-DC power rating of the distributed generation facility. This charge shall not apply to customers that (1) installed a distributed generation facility through ED3's interconnection process prior to January 1, 2014 or (2) submitted an application for interconnection and a signed contract with an installer to ED3 prior to that date.

Electric Service Guidelines

Service under this schedule is in accordance with the terms of ED3's Electric Service Guidelines, including any amendments. Prior to receiving consideration under this Rider, the customer will be required to sign the ED3 "Agreement for Interconnection of Solar Photovoltaic Distributed Generation".

Customer Name: \_\_\_\_\_ Date: \_\_\_\_\_

Please Print

Customer Signature: \_\_\_\_\_

# ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY



## RIDER NO. 05

### RENEWABLE ENERGY SURCHARGE

Page 1 of 1

**REVISION NO.: 1**

**EFFECTIVE: 01/01/2016**

#### **Applicability**

To support Renewable Energy initiatives, ED3 has developed a Renewable Energy Surcharge. The Renewable Energy Surcharge shall apply to all rate schedules other than Rates 5 and 6. All provisions of the customer's current applicable rate schedule will apply, with the addition of the Renewable Energy Surcharge as outlined below. Periodically the ED3 Renewable Energy program will be evaluated for spending requirements, and the charges or caps may be modified to meet program needs. The Purchased Power Cost Adjustor (PPCA) applies separately and is not modified by the Renewable Energy Surcharge Rider. These two charges will be assessed independently and shall be additive.

#### **Rates**

The bill shall be calculated at the following rates:

All kWh	\$0.00095	per kWh
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#### **Adjustment Limits**

Residential Customers	\$0.285	per service month
Non-residential Customers	\$11.38	per service month

# ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY



## RIDER NO. 06

### LOW INCOME AND MEDICAL ASSISTANCE SUPPLEMENTAL TO ALL RESIDENTIAL PRICE PLANS

Page 1 of 1

**REVISION NO.: 1**

**EFFECTIVE: 01/01/2010**  
(Format Change ONLY)

#### Applicability

To residential use only in single private residences or apartments for lighting, appliances, domestic single-phase power with no motor over five (5) HP, heating and cooling served through one (1) meter where the customer has qualified for this rate.

#### Availability

Subject to the requirements of the primary purposes of the District and the availability of power and energy as determined in the opinion of the District. Available to residential customers who (i) qualify during the billing period for low income assistance as determined by the Arizona Department Security (DES), and (ii) with respect to the Medical Assistance Discount, an individual in the qualifying household must require medical life support equipment that is in use and discontinuance of service from the equipment for a period longer than four (4) hours could be especially dangerous to an individual's health, and (iii) reside at a service address that was served by Arizona Public Service Company as of the date on which an order of the Arizona Corporation Commission approving the deletion of that area currently served by the District from the certificate of convenience and necessity of Arizona Public Service Company under Docket No. E-01345A-08-0426 became final.

*The customer whose name is on the account must fill out, sign, and send a completed Energy Support application as directed by ED3. The customer must meet the eligibility requirements in order to qualify for the program.*

*Please note: Processing the application and determining the eligibility of the applicant generally takes from 30 to 45 days.*

Customers may not receive discounts under both Low Income Assistance and Medical Assistance concurrently.

DISCOUNT		
	LOW INCOME	MEDICAL ASSISTANCE
DISCOUNT	16%	25%
<i>The monthly bill will be in accordance with the above specified price plans with the addition of the above specified discount for each billing cycle. The bill before taxes, credits, penalties and fees cannot be reduced below zero (0).</i>		
<i>Customers may not elect the Low Income Discount in addition to the Medical Assistance Discount Rider.</i>		

# ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY



## RIDER NO. 07

### STANDBY SERVICE

Page 1 of 2

REVISION NO.: 1

EFFECTIVE: 10/24/2012

#### Availability

In all territory served by ED3 at all points where facilities of adequate capacity and the required phase and suitable voltage are adjacent to the premises served.

#### Application

This rate schedule is applicable to Customers who obtain any part of their electric requirements from on-site generation equipment with a nameplate service continuous rating of 100 kW or greater capable of supplying all or a portion of its power requirements.

#### Interconnection Requirements

The Customer must meet all interconnection requirements as determined by ED3. The Customer is responsible for all costs associated with interconnection of the Customer's generation facility to ED3's system. Details of interconnection requirements will be set forth in an interconnection agreement between the Customer and ED3.

#### Definitions

Excess Power - Excess Power is power supplied by ED3 to the Customer in excess of the Supplemental Contract Demand. The kW of Excess Power for the Billing Period shall be the kW for the fifteen (15) minute period of the Customer's greatest use of Excess Power during the Billing Period. For each fifteen (15) minute period, Excess Power shall equal the Measured Demand minus the Supplemental Contract Demand but shall not be less than zero (0).

Supplemental Contract Demand - The specified demand, in kilowatts, of Supplemental Power that the Customer contracts with ED3 to supply and which ED3 agrees to have available for delivery to the Customer. The Supplemental Contract Demand shall be established by agreement between Customer and ED3. The level of Supplemental Contract Demand shall not exceed the total output capacity of the Customer's generation facilities.

Supplemental Demand - The Supplemental Demand shall be determined for each day of the Billing Period containing on-peak hours. For each fifteen (15) minute period, Supplemental Demand shall equal the Measured Demand minus the output capacity of the Customer's generation facilities. Supplemental Demand shall not be less than zero (0) nor greater than the Supplemental Contract Demand.

#### Monthly Rates

The bill shall be the summation of the following charges:

1. Basic Service Charge: The Basic Service and Revenue Cycle Service Charges included in the Customer's applicable Large General Service rate schedule will apply each month.
2. Facilities Charge: For the reservation of system facilities required to meet the full Customer energy requirements in case of generation failure or the delivery of Supplemental Demand and / or Supplemental Energy. The Facilities Charge shall be calculated based on the appropriate (distribution / transmission) wheeling rate applied to the point of interconnection of the Customer's load, multiplied by the Customer's annual energy requirements divided into twelve (12) equal monthly amounts, or an amount set forth in the individual Customer agreement.

#### Example of Facilities Charge Billing:

Annual Energy = 4,500,000 kWh

Distribution Level Wheeling Rate = \$0.032 / kWh

Annual Facilities Charge = 4,500,000 x \$0.032 = \$144,000

Monthly Facilities Charge = \$144,000 / 12 = \$12,000 / month

# ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY



## RIDER NO. 07

### STANDBY SERVICE

Page 2 of 2

REVISION NO.: 1

EFFECTIVE: 10/24/2012

3. The monthly Supplemental Demand Charge will be collected in the event ED3 provides on-peak capacity to the Customer. The Supplemental Demand Charge will be provided in accordance with the unbundled generation Demand Charge contained in the Customer's applicable Large General Service rate schedule. Supplemental Demand is the peak capacity delivered to the Customer from ED3 during the NERC On-Peak hours in the billing period or an amount set forth in the individual Customer agreement.

The Supplemental Demand Charge is billed on a per day basis and is based on the fifteen (15) minute period of the Customer's greatest use of ED3 Power during on-peak hours each on-peak day. For each fifteen (15) minute period, Supplemental Demand shall equal the Measured Demand minus the output capacity of the Customer's generation facilities. Supplemental Demand shall not be less than zero (0) nor greater than the Excess Power.

Excess Power will be billed at three (3) times the unbundled generation Demand Charge contained in the Customer's applicable Large General Service rate schedule.

4. Supplemental Energy required by the Customer will be provided to the Customer at ED3's unbundled generation Energy Charge contained in the Customer's applicable Large General Service rate schedule or an amount set forth in the individual Customer agreement. Supplemental Energy is the net energy delivered to the Customer from ED3 during the billing period. If in any month, the Customer generation exceeds the Customer usage, a kWh credit will be carried forward to apply to future months. At the end of the fiscal year or if the Customer terminates service with ED3, the Customer will be compensated for remaining excess generation at ED3's avoided cost for energy<sup>1</sup>.

#### **Metering**

At the Customer's expense, ED3 will install a supply meter at the point of delivery to the Customer and a generator meter(s) at the point(s) of output from each of the Customer's generators. All meters will record integrated demand and energy on the same fifteen (15) minute interval basis.

<sup>1</sup> ED3 avoided energy costs will be periodically evaluated and the amount paid under this Rider will change accordingly. The generation / purchased power cost component included in ED3's retail rates can be changed based on actual costs incurred by ED3

# ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY



## RIDER NO. 08

### SOLAR PROGRAM – BUYBACK - RESIDENTIAL / SMALL GENERAL SERVICE

Page 1 of 1

REVISION NO.: 0

EFFECTIVE: 07/02/2015

**PLEASE NOTE: CUSTOMER APPLICATIONS WHICH ARE PLACED IN THE ED3 SOLAR QUEUE ARE SUBJECT TO ALL REVISIONS TO THE REQUIREMENTS OF THE ED3 SOLAR PROGRAM DURING THEIR TIME IN THE SOLAR QUEUE.**

#### Applicability

Program applies to Solar Distributed Generation (“Solar DG”) Systems with an AC electrical peak capability of ten kilowatts (10 kW) or less for Residential Service and twenty kilowatts (20 kW) or less for Small General Service. Limited to customers served by ED3, who purchase power and energy provided by ED3, and whose solar generation systems are qualified to deliver power and energy back to ED3.

An “Application for Operation of Customer-Owned Solar Generation” with the customer shall be required for service under this rider.

Solar generation interconnections *may* require a System Engineering Analysis, the cost of which will be borne by the Customer. An initial System Engineering Analysis Fee of **\$500** (five hundred dollars) will be required to begin the study. Any additional analysis costs will be billed to the Customer in advance and any unused amounts will be returned upon completion of the analysis.

Prior to receiving service under this Rider, the customer will be required to sign the ED3 “Agreement for Interconnection of Solar Photovoltaic Distributed Generation”.

Service under this schedule is in accordance with the terms of ED3’s Electric Service Guidelines, including any amendments.

#### Conditions

1. The customer energy usage (kWh) will be netted with the customer Solar DG kWh each month. If customer energy usage exceeds generation, the monthly net will be billed according to the applicable retail Residential or Small General Service rate. If solar generation exceeds customer usage, ED3 will pay the customer based on the ED3 avoided cost for energy<sup>1</sup> (for the monthly net energy amount).
2. Distributed Generation Fixed Cost Recovery (DGFCR) – A monthly surcharge will be applied based on the nameplate kW-DC power rating of the distributed generation facility. Solar DG requires the use of multiple registers; therefore, the customer charge will be equivalent to those of Time of Use rates.
3. The customer shall pay ED3 for interconnection costs prior to commencement of service under this rider. Interconnection costs may include but are not limited to reasonable costs of connection, switching, relaying, metering, safety provisions, engineering studies and administrative costs incurred by ED3 directly related to the installation of the physical facilities necessary to permit interconnected operations. An estimate of these costs will be provided to the customer following their completed “Application for Operation of Customer-Owned Solar Generation”.
4. The customer is required to provide a meter socket for any additional meters required due to the Solar DG. Typically, a meter is required for incoming service from ED3, and a meter is required for generated power from the Solar DG. At the discretion of ED3, if a single bi-directional meter is available that can record load and generation separately; a single meter may be used.

#### Green Credits

Title to and ownership of any and all environmental / green credits associated with Customer-Owned Solar Generation PV System shall pass from Customer to ED3 upon initiation of service and ED3 shall maintain title to and ownership of all such environmental / green credits, benefits, emissions reductions, offsets and allowances, howsoever entitled, attributable to the generation of energy from the Solar Generation PV System. The calculation, use and retirement of any and all environmental/green credits shall be in the sole and exclusive discretion of ED3. Any funds derived from these green credits will be added to the ED3 Solar program funds.

Customer Name: \_\_\_\_\_ Date: \_\_\_\_\_  
*Please Print*

Customer Signature: \_\_\_\_\_

<sup>1</sup> ED3 avoided energy costs will be periodically evaluated and the amount paid under this rider will change accordingly. The generation / purchased power cost component included in ED3’s retail rates can change based on actual costs incurred by ED3.

# **SECTION D**

# **RELATED SERVICE FORMS**

**UPDATED 08/10/2016**

## SECTION D – RELATED FORMS

Section Last Updated: 08/10/2016

FORM SET	DESCRIPTION	REVISION NUMBER	DATE OF CURRENT VERSION
1	<b>DESIGN &amp; CONSTRUCTION FORMS</b>		
	A. Design & Construction Agreement – <b>Individual (Non-Multiple Use)</b> – Residential (Five or Fewer Meters)	6	02/03/2015
	B. Design & Construction Agreement – <b>Minor Land Division</b> – Residential (Maximum of Five Lots)	5	02/03/2015
	C. Design & Construction Agreement – <b>Master Planned Development</b> – Residential	12	02/03/2015
	D. Design & Construction Agreement – <b>Commercial</b> (Other Than Residential)	10	02/03/2015
	E. Design & Construction Agreement – <b>Temporary Construction Service</b>	5	02/03/2015
2	<b>LANDLORD AUTOMATIC TRANSFER OF SERVICE AGREEMENT FORM</b>	0	11/02/2010
3	<b>LEVEL OR BUDGET PAYMENT PLAN PROGRAMS APPLICATION - RESIDENTIAL / SMALL GENERAL SERVICE</b>	9	03/28/2016
4	<b>MEDICAL STATUS FORM</b>	2	01/30/2012
5	<b>PAY BY DRAFT APPLICATION FORM</b>	1	11/17/2015
6	<b>PRE-PAID METERING APPLICATION FORM</b>	1	08/10/2016
7	<b>SERVICE TURN-ON REQUEST FORM</b>	0	08/24/2012
8	<b>TEMPORARY METER CONTRACT</b>	0	05/06/2013
9	<b>TIME OF USE FORMS</b>		
	A. <b>9:00 a.m. to 9:00 p.m.</b> Rate Program Review & Application	8	01/01/2016
	B. <b>Noon to 7:00 p.m.</b> Rate Program Review & Application	7	01/01/2016
10	<b>TRENCHING &amp; CONDUIT FORMS</b>		
	A. Trenching and Conduit – <b>Agreement</b>	8	02/03/2015
	B. Trenching and Conduit – <b>Installation Specifications Form</b>	1	02/03/2015

# DESIGN & CONSTRUCTION

# **DESIGN & CONSTRUCTION AGREEMENT**

**INDIVIDUAL  
(NON-MULTIPLE USE) –  
RESIDENTIAL  
(FIVE OR FEWER METERS)**



**ELECTRICAL DISTRICT NO. 3**  
**DESIGN & CONSTRUCTION AGREEMENT**  
**INDIVIDUAL (NON-MULTIPLE USE) – RESIDENTIAL**  
**(FIVE OR FEWER METERS)**

REVISION NO: 6

EFFECTIVE: 02/03/2015

**WORK REQUEST#** \_\_\_\_\_ **JOB#** \_\_\_\_\_  
*Internal Use Only* *Internal Use Only*

**Date:** \_\_\_\_\_

**ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY** (“ED3 / District”), organized and existing under the laws of the State of Arizona, and \_\_\_\_\_

*(Insert Customer / Customer Agent / Company Name Above),*

enter into this Agreement for the Design and Construction of electrical facilities for the following Customer’s Project:

Property Owner (Legal Name):	
Property Owner Mailing Address:	
Property Owner Telephone Number:	
Customer Name:	
Customer’s Agent Name:	
Customer Agent Mailing Address:	
Customer Agent Telephone Number:	
Project Location:	
Project Type:	
Delivery Voltage:	
Size of Service Panel:	
Location of Electrical Service Panel:	
Customer Mailing Address:	
Customer Telephone Number:	

This Agreement includes the Terms and Conditions below, and describes the general obligation of ED3 and the Customer. Construction drawing will be created by ED3 at the time the CUSTOMER receives Final Plat Approval from the County or City.

- Design.** Per ED3 Electric Service Guidelines Design fees, shall, be borne by the Customer, for ED3’s design of electrical facilities. After acceptance of design by ED3 and the Customer, the cost of any modification revisions to the final drawings with a written request from the Customer shall be borne by Customer.

2. **Electrical Infrastructure.** In accordance with ED3's Electric Service Guidelines, which may be amended from time to time, and as provided in **Paragraph 7** herein, the Customer shall pay ED3 to install underground, primary and secondary electric cables along with all necessary appurtenances, including above-ground junction boxes, connectors, transformers, etc., as ED3 deems necessary to provide electric service.
3. **Trenching and Conduit.** Customer shall furnish all necessary trenching and installation of UL Schedule 40 PVC 90° C conduit, fittings, 1-1/2 sack slurry 3/8" rock backfill over conduits as required by ED3's design, trench native backfill must be ninety-five percent (95%) compaction, and secondary service / street light junction boxes for the Customer's Project.

ED3 will provide and install secondary service in Customer-installed conduit in accordance with ED3 specifications. All installations must comply with the National Electric Safety Code (NEC), OSHA regulations and ED3 specifications.

4. **Surveying and Staking.** Customer or Customer's Agent shall, at no cost to ED3, furnish all necessary surveying and staking of the Project's proposed features, including but not limited to the boundaries of the Public Utility Easement ("PUE"), all property corners and the location and grade elevation of the back of the curb, blue top elevation (final grade) of ED3 equipment and four corners of all splice and switch vaults locations.
5. **Easements.** Customer or Customer's Agent shall provide all necessary easements, at no cost to ED3, across property owned by Development for the placement of facilities provided for herein. It is ED3's intent to place the greater part of the electrical facilities within the provided PUE.
6. **Relocation Costs.** Cost of relocation of facilities shall be borne by the Customer in the amount of the actual cost of relocation including administrative fees. The title to all facilities relocated by ED3, or relocated by Customer at ED3's request and accepted by ED3, shall remain with ED3 at all times.
7. **Contribution in Aid of Construction.** The Customer shall pay one hundred percent (100%) of Design and Construction Cost of the service. A Design Deposit will be due in advance of any design work. The estimated cost of construction will be due prior to starting construction. Un-used funds will be refunded to the Customer once the job is closed; should construction cost exceed the estimate, that amount will be billed to the Customer at the completion of the job.
8. **Indemnification and Governing Law.** ED3 shall not be responsible for, and Customer or Customer's Agent shall indemnify, defend and hold harmless ED3 and members of its governing bodies, its officers, agents and employees, for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses and liabilities ("Claims") arising out of or relating to Customer's performance of the Customer Work, including without limitation Claims arising out of the performance of Customer Work on property not owned by Customer.

Customer shall indemnify, defend, and hold harmless ED3, the members of its governing bodies, and its directors, officers, employees, agents and contractors for, from and against any loss, damage, liability, cost, or expense incurred by ED3, members of its governing bodies, directors, officers, employees, agents or contractors arising out of any act or omission of Customer, or its directors, officers, employees, agents, contractors, or subcontractors. Customer's obligation under this section shall extend to defend ED3 when ED3, or members of its governing bodies, directors, officers, employees, agents or contractors are allegedly concurrently negligent with Customer, its directors, officers, employees, agents, contractors, or subcontractors, but shall not extend to any liability caused by the sole negligence of ED3.

Customer shall release ED3 from any loss, damage, liability, cost, or expense incurred by Customer arising out of any delay by ED3 in performing, completing, or inspecting any work.

**Customer Initials:** \_\_\_\_\_

This Agreement shall be interpreted, governed by and construed in accordance with the substantive and procedural laws of the State of Arizona, without regard to conflicts of law principles. ED3 and Customer agree that any action, suit, or proceeding arising out of or relating to this Agreement shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in Pinal County, Arizona, and the parties irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by Law, ED3 and Customer hereby irrevocably waive any and all rights to a trial by jury and covenant and agree that neither will request a trial by jury, with respect to any legal proceeding arising out of or relating to this Agreement.

9. **Termination.** This Agreement shall automatically terminate after one (1) year.

Any new Agreement between ED3 and the Customer shall be subject to ED3's Electric Service Guidelines in effect at the time the new Agreement is entered into by ED3 and Customer or Customer's Successor.

**AGREEMENT REGARDING ELECTRICAL INFRASTRUCTURE AND SERVICE BETWEEN:**

		<b>ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY ARIZONA</b>	
<i>Customer / Customer Agent / Company Name (Print Above)</i>		<i>Name (Print Above)</i>	
Signature:		Signature:	
Signed By: <i>Please Print:</i>		Signed By: <i>Please Print:</i>	<b>Larry Yates</b>
Title: <i>Please Print:</i>		Title: <i>Please Print:</i>	<b>Director of Engineering &amp; Operations</b>
Date:		Date:	

# DESIGN & CONSTRUCTION AGREEMENT

**MINOR LAND DIVISION –  
RESIDENTIAL  
(MAXIMUM OF FIVE LOTS)**



**ELECTRICAL DISTRICT NO. 3**  
**DESIGN & CONSTRUCTION AGREEMENT**  
**MINOR LAND DIVISION - RESIDENTIAL**  
 (MAXIMUM OF 5 LOTS)

REVISION NO: 5

EFFECTIVE: 02/03/2015

**WORK REQUEST#** \_\_\_\_\_

**JOB#** \_\_\_\_\_

*Internal Use Only*

*Internal Use Only*

**Date:** \_\_\_\_\_

**ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY** ("ED3 / District"), organized and existing under the laws of the State of Arizona, and \_\_\_\_\_

*(Insert Customer Name or Customer's Agent Above),*

enter into this Agreement for the Design and Construction of electrical facilities for the following Customer's Project:

Property Owner (Legal Name):	
Property Owner Mailing Address:	
Property Owner Telephone Number:	
Customer Name:	
Customer's Agent:	
Project Location:	
Project Type:	
Delivery Voltage:	
Number and Size of Service Panel(s):	
Number of Project Lots	
Location of Electrical Service Panel:	
Customer Mailing Address:	
Customer Telephone Number:	

This Agreement includes the Terms and Conditions below, and describes the general obligation of ED3 and the Customer. Construction drawing will be created by ED3 at the time the Customer receives final plat approval from the County or the City. Details of the project will be provided on ED3 construction drawings. ED3 has the right to terminate this Agreement if Customer fails to satisfy all of the conditions described in this Agreement within one hundred twenty (120) days after ED3 provides the approved design drawings to Customer.

1. **Design.** Per ED3 Electric Service Guidelines Design fees, shall, be borne by the Customer, for ED3's design of electrical facilities. After acceptance of design by ED3 and the Customer, the cost of any modification revisions to the final drawings with a written request from the Customer shall be borne by the Customer. ED3 may provide one (1) full size set and CD AutoCAD format of ED3 electrical design for said Project.
2. **Electrical Infrastructure.** In accordance with ED3's Electric Service Guidelines, which may be amended from time to time and as provided in **Paragraph 7** herein, the Customer shall pay ED3 to install underground, primary and secondary electric cables along with all necessary appurtenances, including above-ground junction boxes, connectors, transformers, etc., as ED3 deems necessary to provide electric service.
3. **Trenching and Conduit.** Customer shall furnish all necessary trenching and installation of UL Schedule 40 PVC 90° C conduit, fittings, 1-1/2 sack slurry 3/8" rock backfill over conduits as required by ED3's design, trench native backfill must be ninety-five percent (95%) compaction, street light concrete bases, secondary service / street light junction boxes and underground vaults for the Customer's Project.

ED3 will provide and install secondary service in Customer-installed conduit in accordance with ED3 specifications. All installations must comply with the National Electric Safety Code (NESC), OSHA regulations and ED3 specifications.

4. **Surveying and Staking.** Customer shall, at no cost to ED3, furnish all necessary surveying and staking of the Project's proposed features, including but not limited to the boundaries of the Public Utility Easement ("PUE"), all property corners and the location and grade elevation of the back of the curb, blue top (final grade) elevation of ED3 equipment and four corners of all splice and switch vaults locations.
5. **Easements.** Customer shall provide all necessary easements, at no cost to ED3, across property owned by the Customer for the placement of facilities provided for herein. It is ED3's intent to place the greater part of the electrical facilities within the provided PUE.
6. **Relocation Costs.** Cost of relocation of facilities shall be borne by the Customer in the amount of the actual cost of relocation including administrative fees. The title to all facilities relocated by ED3, or relocated by the Customer at ED3's request and accepted by ED3, shall remain with ED3 at all times.
7. **Contribution in Aid of Construction.** The Customer shall pay one hundred percent (100%) of Design and Construction Cost of the service. A Design Deposit will be due in advance of any design work. The estimated cost of construction will be due prior to starting construction. Un-used funds will be refunded to the Customer once the job is closed; should construction cost exceed the estimate, that amount will be billed to the Customer at the completion of the job.
8. **Indemnification and Governing Law.** ED3 shall not be responsible for, and Customer shall indemnify, defend and hold harmless ED3 and members of its governing bodies, its officers, agents and employees, for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses and liabilities ("Claims") arising out of or relating to the Customer's performance of the Customer Work, including without limitation Claims arising out of the performance of Customer's Work on property not owned by the Customer.

The Customer shall indemnify, defend, and hold harmless ED3, the members of its governing bodies, and its directors, officers, employees, agents and contractors for, from and against any loss, damage, liability, cost, or expense incurred by ED3, members of its governing bodies, directors, officers, employees, agents or contractors arising out of any act or omission of Customer, or its directors, officers, employees, agents, contractors, or subcontractors. Customer's obligation under this section shall extend to defend ED3 when ED3, or members of its governing bodies, directors, officers, employees, agents or contractors are allegedly concurrently negligent with the Customer, its directors, officers, employees, agents, contractors, or subcontractors, but shall not extend to any liability caused by the sole negligence of ED3.

Customer shall release ED3 from any loss, damage, liability, cost, or expense incurred by Customer arising out of any delay by ED3 in performing, completing, or inspecting any work.

This Agreement shall be interpreted, governed by and construed in accordance with the substantive and procedural laws of the State of Arizona, without regard to conflicts of law principles. ED3 and the Customer agree that any action, suit, or proceeding arising out of or relating to this Agreement shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in Pinal County, Arizona, and the parties irrevocably submit to the jurisdiction and venue of such court.

**Customer Initials:** \_\_\_\_\_

To the fullest extent permitted by Law, ED3 and the Customer hereby irrevocably waive any and all rights to a trial by jury and covenant and agree that neither will request a trial by jury, with respect to any legal proceeding arising out of or relating to this Agreement.

9. **Termination.** This Agreement shall automatically terminate after one (1) year.

Any new Agreement between ED3 and the Customer shall be subject to ED3's Electric Service Guidelines in effect at the time that the new Agreement is entered into by ED3 and Customer or Customer's Successor.

**AGREEMENT REGARDING ELECTRICAL INFRASTRUCTURE AND SERVICE BETWEEN:**

		<b>ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY ARIZONA</b>	
<i>Print Customer / Customer's Agent Above</i>		<i>Print Name Above</i>	
Signature:		Signature:	
Signed By: <i>Please Print:</i>		Signed By: <i>Please Print:</i>	<b>Larry Yates</b>
Title: <i>Please Print:</i>		Title: <i>Please Print:</i>	<b>Director of Engineering &amp; Operations</b>
Date:		Date:	

# DESIGN & CONSTRUCTION AGREEMENT

**MASTER PLANNED  
DEVELOPMENT –  
RESIDENTIAL**



**ELECTRICAL DISTRICT NO. 3**  
**DESIGN & CONSTRUCTION AGREEMENT**  
**MASTER PLANNED DEVELOPMENT - RESIDENTIAL**

REVISION NO: 12

EFFECTIVE: 02/03/2015

WORK REQUEST#

\_\_\_\_\_

*Internal Use Only*

JOB#

\_\_\_\_\_

*Internal Use Only*

Date: \_\_\_\_\_

**ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY** (“ED3 / District”), organized and existing under the laws of the State of Arizona, and \_\_\_\_\_

*(Insert Developer Name Above),*

enter into this Agreement for the Design and Construction of electrical facilities for the following Developer’s Project:

Property Owner (Legal Name):	
Property Owner Mailing Address:	
Property Owner Telephone Number:	
Developer Name	
Project Name:	
Project Location:	
Development Type:	
Delivery Voltage:	
Number & Size of Service Entrance Section (SES):	
Number of Project Lots:	
Location of Electrical Service Panel:	
Mailing Address:	
Telephone Number:	

This Agreement includes the Terms and Conditions below, and describes the general obligation of ED3 and the Developer. Construction drawing will be created by ED3 at the time the Developer receives final plat approval from the County or the City. Project Details will be provided on ED3 construction drawings. ED3 has the right to terminate this Agreement if Developer fails to satisfy all of the conditions described in this Agreement within 120 days after ED3 provides the approved design drawings to Developer.

1. **Design.** Per ED3's Electric Service Guidelines, Design Fees shall be borne by the Developer. If the project proceeds, these funds may become part of the Per-Lot Reimbursable Contribution in Aid of Construction (RCIAC). If the project does not proceed, these funds will be retained by ED3. After acceptance of design by ED3 and the Developer the cost of any modification revisions to the final drawings with a written request from the Developer shall be borne by Developer. ED3 will provide one (1) full size set and CD AutoCAD format of ED3 electrical design for said Development.
  
2. **Electrical Infrastructure.** In accordance with ED3's Electric Service Guidelines, which may be amended from time to time, and as provided in **Paragraph 8** herein, the Developer shall pay ED3 to install underground, primary and secondary electric cables along with all necessary appurtenances, including above-ground junction boxes, switch cabinets, underground vaults, connectors, transformers, etc., as ED3 determines necessary to provide electric service. ED3 will furnish all secondary service / street light junction boxes, underground vaults and street light base templates for installation by Developer in accordance with ED3 specifications.
  
3. **Street Lighting.** ED3 shall, at no cost to Developer, furnish and install ED3 standard streetlights and electric supply cables within the development. ED3 will furnish a two-foot-six-inch (2' 6") arm with light fixture or an eight-foot (8') arm with light fixture, on a thirty-two foot (32') above ground anchor bolt metal pole for a 100 Watt or 250 Watt light fixture and corresponding bulb. If Developer or Developer's Home Owners Association (HOA) requests non-standard streetlight fixture and pole upgrading, it shall be the responsibility of the Developer to pay the difference for upgrading streetlight, future fixture and pole replacements. Developer or Developer HOA shall be responsible for and shall pay for, at no cost to ED3 the maintenance and energy consumption of all said streetlights, in accordance with ED3's Street Light Rate as is reflected in ED3's current rates. When Developer specifies a lighting upgrade, the Developer shall provide streetlight fixture / pole specification and supply vendor information to ED3 and home owner's association for future reference.
  
4. **Trenching and Conduit.** Developer shall furnish all trenching and installation of: UL Schedule 40 PVC 90°C conduit, fittings, 1-1/2 sack slurry 3/8" rock backfill over conduits as required by ED3's design, trench native backfill must be ninety-five percent (95%) compaction, street light concrete bases, secondary service / street light junction boxes and underground vaults for the Development.  
  
ED3 will furnish secondary service / street light junction boxes, underground vaults and street light base templates for installation by Development in accordance with ED3 specifications. All installations must comply with the National Electric Safety Code (NESC), OSHA regulations, and ED3 specifications.
  
5. **Surveying and Staking.** Developer shall, at no cost to ED3, furnish all necessary surveying and staking of the Development's proposed features, including but not limited to the boundaries of the Public Utility Easement ("PUE"), all property corners and the location and grade elevation of the back of the curb, blue top elevation (final grade) of ED3 equipment and four corners of all splice and switch vaults locations.
  
6. **Easements.** Developer shall provide all necessary easements, at no cost to ED3, across property owned by Development for the placement of facilities provided for herein. It is ED3's intent to place the greater part of the electrical facilities within the provided PUE. The parties recognize, however, that some facilities (including, but not limited to, switch cabinets and pulling vaults) likely cannot be accommodated within the PUE and will need to be placed within an easement outside the PUE. Developer will be responsible for all legal fees associated with the preparation and recording of the PUE. Depending on the lot number in the development, Developer may be required to provide a 69 / 12.47 kV distribution substation site (approximately 1.5 to 2 acres).

**Customer Initials:** \_\_\_\_\_

7. **Relocation Costs.** Cost of relocation of facilities shall be borne by the Developer in the amount of the actual cost of relocation including administrative fees. The title to all facilities relocated by ED3, or relocated by Developer at ED3's request and accepted by ED3, shall remain with ED3 at all times.
8. **Reimbursable Contribution-In-Aid of Construction.** A **One hundred percent (100%)** Reimbursable Contribution in Aid of Construction (RCIAC) toward the District's cost of construction of electrical infrastructure within the development is to be paid by the Developer prior to District releasing construction drawings (cost determined on a per-lot basis). The Contribution payment can be made on a Per-Phase Basis.

Consideration may be given by the District to offset said costs for a Substation Site or Wall Construction Contribution.

**Funds are Reimbursable on the Contribution as follows:**

- A. 365 days after the beginning of electrical infrastructure construction (or the beginning of additional electrical infrastructure construction in the case of developments with partial facilities in place), the District will refund annually to the Developer the per-house Contribution up to twenty percent (20%) but no more than twenty percent (20%) of the total Contribution for each house sold and closed to third party homebuyers, if at least twenty percent (20%) of the houses in that phase have been sold and closed in that year. Any houses closed above the annual 20% may be carried forward to apply to future years requirements.

Each year thereafter, the District will refund an additional twenty percent (20%) but no more than twenty percent (20%) of the total Contribution for each house sold and closed to third party homebuyers, if at least an additional twenty percent (20%) of the houses in that phase have been sold and closed in that year or the previous years.

- B. All remaining funds at the end of five (5) years after the electrical infrastructure construction was started shall **not** be refunded but shall permanently revert to the District as a Contribution in Aid of Construction.

**Example 1:**

- Developer starts a phase with 120 houses.
- At the end of the year after electrical construction begins, 24 (24 = 20% of 120) houses are sold. Developer may bill and the District will pay twenty percent (20%) of the total Contribution made by the Developer.
- At the end of the second (2<sup>nd</sup>) year after electrical construction begins, there are an *additional* 26 houses sold (the needed 24 houses and an additional 2 houses that may "carry forward" to the following year). Developer may bill and the District will pay twenty percent (20%) of the total Contribution made by the Developer.
- At the end of the third (3<sup>rd</sup>) year after electrical construction begins, there are an *additional* 22 houses sold (22 + prior year's additional 2 make the 20% needed). Developer may bill and the District will pay twenty percent (20%) of the total Contribution made by the Developer.
- At the end of the fourth (4<sup>th</sup>) year after electrical construction begins, there are an *additional* 2 houses sold. The Developer may **not** bill the District.
- At the end of the fifth (5<sup>th</sup>) year after electrical construction begins, 46 houses are sold. The Developer may bill and the District will pay only twenty percent (20%) of the total Contribution made by the Developer.
- 20% of the Developer Contribution will revert to the District.

**Customer Initials:** \_\_\_\_\_

**Example 2:**

- Developer starts a phase with 120 houses.
  - At the end of the year after electrical construction begins, 120 houses are sold. Developer may bill and the District will pay twenty percent (20%) of the total Contribution made by the Developer every year until the total Contribution is refunded.
- C. In no event shall the total amount of the refunds paid by the District exceed the total amount of the Contributions made by the Developer.
- D. It will be the responsibility of the Developer to bill the District annually for the reimbursable amount.
- E. No interest shall accrue or be payable on the amounts to be reimbursed.

**TIMELINE TABLE**

Contract Execution	No Time Limit	RCIAC Paid	No Time Limit	Electrical Infrastructure Construction Begins	365 Days	1st 20% of Houses Sold?  20% of RCIAC Refunded	365 Days	Additional 20% of Houses Sold?  20% of RCIAC Refunded	365 Days	Additional 20% of Houses Sold?  20% of RCIAC Refunded	365 Days	Additional 20% of Houses Sold?  20% of RCIAC Refunded & Contract End
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9. **Assignment.** Developer may not assign or otherwise transfer this Agreement or its right, title or interest therein or any part thereof to any person or entity, without the prior written consent of ED3. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement unless such obligations are assumed in writing by the Assignee. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Assignee. Any assignment in violation of this paragraph shall be void.
10. **Substation Site.** Developer agrees to grant and convey to ED3 by Warranty Deed, a copy of which is attached hereto, \_\_\_\_\_ acres to be used exclusively by ED3 as an electrical substation site for the benefit of Developer's project, as well as other lands within ED3's service area. The value of said substation site shall only be paid by ED3 through reimbursed credits as provided for in Paragraph 8 of this Agreement and as allocated by Developer within Developer's project through a separate letter of instruction from Developer to ED3.
11. **Indemnification and Governing Law.** ED3 shall not be responsible for, and Developer shall indemnify, defend and hold harmless ED3 and members of its governing bodies, its officers, agents and employees, for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses and liabilities ("Claims") arising out of or relating to Developer's performance of the Developer Work, including without limitation Claims arising out of the performance of Developer Work on property not owned by Developer.

**Customer Initials:** \_\_\_\_\_

Developer shall indemnify, defend, and hold harmless ED3, the members of its governing bodies, and its directors, officers, employees, agents and contractors for, from and against any loss, damage, liability, cost, or expense incurred by ED3, members of its governing bodies, directors, officers, employees, agents or contractors arising out of any act or omission of Developer, or its directors, officers, employees, agents, contractors, or subcontractors. Developer's obligation under this section shall extend to defend ED3 when ED3, or members of its governing bodies, directors, officers, employees, agents or contractors are allegedly concurrently negligent with Developer, its directors, officers, employees, agents, contractors, or subcontractors, but shall not extend to any liability caused by the sole negligence of ED3.

Developer shall release ED3 from any loss, damage, liability, cost, or expense incurred by Developer arising out of any delay by ED3 in performing, completing, or inspecting any work.

This Agreement shall be interpreted, governed by and construed in accordance with the substantive and procedural laws of the State of Arizona, without regard to conflicts of law principles. ED3 and Developer agree that any action, suit, or proceeding arising out of or relating to this Agreement shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in Pinal County, Arizona, and the parties irrevocably submit to the jurisdiction and venue of such court.

To the fullest extent permitted by Law, ED3 and Developer hereby irrevocably waive any and all rights to a trial by jury and covenant and agree that neither will request a trial by jury, with respect to any legal proceeding arising out of or relating to this Agreement.

12. **Termination.** This Agreement shall automatically terminate after five (5) years. Any new Agreement between ED3 and the Developer shall be subject to ED3's Electric Service Guidelines in effect at the time that a new Agreement is entered into by ED3 and Developer or Developer's successor.
13. **List of Applicable Parcels and Lots.** Developer agrees to provide ED3 with a List of Applicable Parcels and Lots which shall be attached hereto as Exhibit A.

**AGREEMENT REGARDING ELECTRICAL INFRASTRUCTURE AND SERVICE BETWEEN:**

		<b>ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY ARIZONA</b>	
<i>Print Developer Name Above</i>		<i>Print Name Above</i>	
Signature:		Signature:	
Signed By: <i>Please Print:</i>		Signed By: <i>Please Print:</i>	<b>Larry Yates</b>
Title: <i>Please Print:</i>		Title: <i>Please Print:</i>	<b>Director of Engineering &amp; Operations</b>
Date:		Date:	

**EXHIBIT A**

**List of Applicable Parcels and Lots**

# DESIGN & CONSTRUCTION AGREEMENT

**COMMERCIAL**  
(OTHER THAN RESIDENTIAL)



**ELECTRICAL DISTRICT NO. 3**  
**DESIGN & CONSTRUCTION AGREEMENT**  
**COMMERCIAL**  
*(Other Than Residential)*

REVISION NO: 10

EFFECTIVE: 02/03/2015

**WORK REQUEST#** \_\_\_\_\_ **JOB#** \_\_\_\_\_  
*Internal Use Only* *Internal Use Only*

**Date:** \_\_\_\_\_

**ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY (ED3)**, organized and existing under the laws of the State of Arizona (ED3), and \_\_\_\_\_

*(Insert Developer / Customer / Customer Agent / Company Name Above),*

enter into this Agreement for the design and construction of main electrical backbone infrastructure facilities for the following Developer's Project:

Developer Name:	
Property Owner (Legal Name):	
Property Owner Mailing Address:	
Property Owner Telephone Number:	
Customer Name:	
Customer Mailing Address:	
Customer Telephone Number:	
Customer Agent Name:	
Customer Agent Mailing Address:	
Customer Agent Telephone Number:	
Project Name:	
Project Location:	
Project Type:	
Delivery Voltage:	
Number & Size of Service Entrance Section (SES):	

This Agreement includes the Terms and Conditions below, and describes the general obligation of ED3 and the Developer. Construction drawings will be created by ED3 at the time the Developer receives final plat approval from Pinal County or the City. Details of the Project will be provided on the construction drawings. ED3 has the right to terminate this Agreement if Developer fails to satisfy all of the conditions within 120 days after ED3 provides the design drawings to Developer.

1. **Design.** The Developer shall provide ED3 all drawings and data requested by ED3 that are pertinent to the design of the Project. ED3 shall review such drawings and data for compatibility with ED3 facilities and shall have sole discretion in determining whether the Developer facilities may be used with ED3's facilities. Per ED3 Electric Service Guidelines Design Deposits requirements, ED3 shall, design the electrical infrastructure facilities drawings. After acceptance of ED3 electrical infrastructure design by the Developer the cost of any revisions or changes made to the final design drawings shall be borne by Developer. ED3 will provide one (1) full size set and AutoCAD file on CD format of ED3 Electrical design for said development.

2. **Electrical Infrastructure.** The Developer shall be responsible for Line Extension Fees and Costs in accordance with the ED3 Electric Service Guidelines, which from time to time may be amended, for installation of underground, primary and secondary electric cables along with all necessary appurtenances, including above-ground junction boxes, switch cabinets, underground vaults, connectors, transformers, etc., as ED3 determines necessary to provide electric service. ED3 will furnish service junction boxes, and junction cabinets and vaults for installation by Development in accordance with ED3 specifications.

ED3 shall construct all electric facilities up to the point(s) of delivery, including any connections to electric, in accordance with the ED3 Electric Service Guidelines and ED3 construction specifications and practices. Prior to ED3's installing any electric facility, the Developer shall install all water and sewer facilities and backfill. Developer shall not install any curb, sidewalk, paving, or any conflicting foundation within the development boundaries until ED3 completes the installation of the electric facilities.

3. **Trenching and Conduit.** The Developer shall furnish all trenching and installation of: UL Schedule 40 PVC 90° C conduit, backfill, compaction, 1-1/2 sack slurry 3/8" rock backfill over conduits as required by ED3's design, street light concrete bases, secondary service / junction boxes and underground vaults for the Development. Unless otherwise agreed in writing by ED3, Developer shall perform, at Developer's sole expense, all trenching, provision and installation of conduit, and backfilling material for ED3 Facilities ("Developer Work"). All Developer Work shall conform to National Electric Safety Code (NESC), OSHA regulations, and ED3 specifications per the Trenching and Conduit Requirements and Specifications Agreement.

4. **Surveying and Staking.** The Developer shall, at no cost to ED3, furnish all necessary surveying and staking of the Development's proposed features, including but not limited to the boundaries of the Public Utility Easement ("PUE"), all property corners and the location and grade elevation of the back of the curb, blue top elevation (final grade) surveying four (4) pins / corners location for ED3 Facilities. Developer shall forward all results of survey to ED3 for review and approval.

5. **Easements.** The Developer shall provide ED3 all requested easements, including any easements required from third parties, at no cost to ED3, for ED3 to access and maintain the electric facilities installed under this Agreement, using ED3's standard form(s) of easement. It is ED3's intent to place the greater part of the electrical facilities within the provided PUE. The parties recognize, however, that some facilities (including, but not limited to, switch cabinets and pulling vaults) likely cannot be accommodated within the PUE and will need to be placed within an easement outside the PUE. Developer will be responsible for all legal fees associated with the preparation and recording of the 8ft. PUE. Developer, at all times, shall permit ED3 to access and maintain any ED3 electric facility on Developer property. Developer understands and agrees that ED3 shall have no obligation to provide electric service to the Project unless and until Developer has provided all such easements.

6. **Relocation Costs.** Cost of relocation of facilities found to be installed at the wrong location or grade due to Developer requested changes in property lines, easement grade, and/or errors in staking, trenching, or survey, shall be borne by the Developer in the amount of the actual cost of relocation including administrative fees. The title to all facilities relocated by ED3, or relocated by Developer at ED3's request and accepted by ED3, shall remain with ED3 at all times. Developer, upon demand, shall reimburse ED3 for the costs of relocation of facilities.

7. **Contribution in Aid of Construction.** The Customer shall pay one hundred percent (100%) of Design and Construction Cost of the service. A Design Deposit will be due in advance of any design work. The estimated cost of construction will be due prior to starting construction. Un-used funds will be refunded to the Customer once the job is closed; should construction cost exceed the estimate, that amount will be billed to the Customer at the completion of the job.

Customer Initials: \_\_\_\_\_

8. **Inspections.** Developer shall permit ED3 to inspect, at any time, any Developer provided facility. Any inspection by ED3 shall not be deemed an approval of any Developer provided facility or a waiver by ED3 of any right to enforce strict compliance with the terms and conditions of this Agreement. Developer shall meet with an ED3 inspector before construction begins. The meeting may be scheduled by calling (520) 424-9021 or the ED3 Project Leader.
9. **Indemnification and Governing Law.** ED3 shall not be responsible for, and Developer shall indemnify, defend and hold harmless ED3 and members of its governing bodies, its officers, agents and employees, for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses and liabilities("Claims") arising out of or relating to Developer's performance of the Developer Work, including without limitation Claims arising out of the performance of Developer Work on property not owned by Developer.

Developer shall indemnify, defend, and hold harmless ED3, the members of its governing bodies, and its directors, officers, employees, agents and contractors for, from and against any loss, damage, liability, cost, or expense incurred by ED3, members of its governing bodies, directors, officers, employees, agents or contractors arising out of any act or omission of Developer, or its directors, officers, employees, agents, contractors, or subcontractors. Developer's obligation under this section shall extend to defend ED3 when ED3 or members of its governing bodies, directors, officers, employees, agents or contractors are allegedly concurrently negligent with Developer, its directors, officers, employees, agents, contractors, or subcontractors, but shall not extend to any liability caused by the sole negligence of ED3.

Developer shall release ED3 from any loss, damage, liability, cost, or expense incurred by Developer arising out of any delay by ED3 in performing, completing, or inspecting any work.

This Agreement shall be interpreted, governed by and construed in accordance with the substantive and procedural laws of the State of Arizona, without regard to conflicts of law principles. ED3 and Developer agree that any action, suit, or proceeding arising out of or relating to this Agreement shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in Pinal County, Arizona, and the parties irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by Law, ED3 and Developer hereby irrevocably waive any and all rights to a trial by jury and covenant and agree that neither will request a trial by jury, with respect to any legal proceeding arising out of or relating to this Agreement.

10. **Permits.** Developer shall secure all required State, County, and local permits and approvals to receive electric service.
11. **Compliance.** The existing applicable ED3 Electric Service Guidelines, as they may be amended or revised from time to time by ED3, and all terms and conditions thereof, are adopted and incorporated herein by reference as part of this Agreement except as specifically modified herein. The Electric Service Guidelines are on file at the principal offices of ED3.
- Developer shall require that any construction work performed by Developer or its contractor or subcontractor shall be in accordance with national and local building and safety codes, the ED3 Electric Service Specifications and construction drawings, and the Electric Utility Service Entrance Requirements Committee.
12. **Miscellaneous.** The title to all work performed by ED3, or performed by Developer at ED3's request and accepted by ED3, shall remain with ED3 at all times. Fees for electrical service also may be required. Please call (520) 424-9021 at least 60 days prior to the meter-set need date.
13. **Termination.** This Agreement shall automatically terminate after **two (2) years** if Developer has not performed all its obligations under **Paragraph 2**.

Customer Initials: \_\_\_\_\_

Any subsequent Agreement between ED3 and Developer shall be subject to ED3's Electric Service Guidelines in effect at the time the subsequent Agreement is entered into by ED3 and the Developer or its successor.

**AGREEMENT REGARDING ELECTRICAL INFRASTRUCTURE AND SERVICE BETWEEN:**

		<b>ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY ARIZONA</b>	
Developer / Customer / Customer Agent / Company Name <i>(Print Above)</i>		Name <i>(Print Above)</i>	
Signature:		Signature:	
Signed By: <i>Please Print:</i>		Signed By: <i>Please Print:</i>	<b>Larry Yates</b>
Title: <i>Please Print:</i>		Title: <i>Please Print:</i>	<b>Director of Engineering &amp; Operations</b>
Date:		Date:	

# **DESIGN & CONSTRUCTION AGREEMENT**

**TEMPORARY  
CONSTRUCTION  
SERVICE**



**ELECTRICAL DISTRICT NO. 3**  
**DESIGN & CONSTRUCTION AGREEMENT**  
**TEMPORARY CONSTRUCTION SERVICE**

REVISION NO: 5

EFFECTIVE: 02/03/2015

**WORK REQUEST#** \_\_\_\_\_ **JOB#** \_\_\_\_\_  
*Internal Use Only* *Internal Use Only*

**Date:** \_\_\_\_\_

**ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY** (“ED3 / District”), organized and existing under the laws of the State of Arizona, and \_\_\_\_\_

*(Insert Customer / Company Name Above),*

enter into this Agreement for the Design and Construction of temporary construction service electrical facilities for the following Customer’s Project:

Property Owner (Legal Owner):	
Property Owner Mailing Address:	
Property Owner Telephone Number:	
Customer Name:	
Project Address:	
Project Type:	
Delivery Voltage:	
Size of Service Panel:	
Location of Electrical Service Panel:	
Mailing Address:	
Telephone Number:	

This Agreement includes the Terms and Conditions below, and describes the general obligation of ED3 and the Customer. Construction drawing will be created by ED3 at the time the Customer receives Final Plat Approval from the County or City.

- Design.** Per ED3 Electric Service Guidelines Design fees, shall, be borne by the Customer, for ED3’s design of electrical facilities. After acceptance of design by ED3 and the Customer, the cost of any modification revisions to the final drawings with a written request from the Customer shall be borne by Customer.
- Electrical Infrastructure.** In accordance with ED3’s Electric Service Guidelines, which may be amended from time to time, and as provided in **Paragraph 7** herein, the Customer shall pay ED3 to install underground, primary and secondary electric cables along with all necessary appurtenances, including above-ground junction boxes, connectors, transformers, etc., as ED3 deems necessary to provide electric service.

3. **Trenching and Conduit.** Customer shall furnish all necessary trenching and installation of UL Schedule 40 PVC 90° C conduit, fittings, 1-1/2 sack slurry 3/8” rock backfill over conduits as required by ED3’s design, trench native backfill must be ninety-five percent (95%) compaction, and secondary service / street light junction boxes for the Customer’s Project.

ED3 will provide and install secondary service in Customer-installed conduit (if required) in accordance with ED3 specifications. All installations must comply with the National Electric Safety Code (NESC), OSHA regulations and ED3 specifications.

4. **Surveying and Staking.** Customer shall, at no cost to ED3, furnish all necessary surveying and staking of the Project’s proposed features, including but not limited to the boundaries of the Public Utility Easement (“PUE”), all property corners and the location and grade elevation of the back of the curb, blue top elevation (final grade) of ED3 equipment and four corners of all splice and switch vaults locations.
5. **Easements.** Customer is responsible for acquiring easements through landowner (as required per facilities being installed), at no cost to ED3. It is ED3’s intent to place the greater part of the electrical facilities within the provided PUE.
6. **Contribution in Aid of Construction.** A Design Deposit will be due in advance of any design work. Customer is responsible to make payment on installation and removal costs prior to construction. The estimated cost of construction will be due prior to starting construction. If construction costs exceed the estimate,, the amount will be billed to the Customer. Any unused funds will be held until after removal of the service has been completed and reconciled.
7. **Indemnification and Governing Law.** ED3 shall not be responsible for, and Customer or Customer’s Agent shall indemnify, defend and hold harmless ED3 and members of its governing bodies, its officers, agents and employees, for, from and against any and all claims, demands, suits, costs of defense, attorneys’ fees, witness fees of any type, losses, damages, expenses and liabilities(“Claims”) arising out of or relating to Customer’s performance of the Customer Work, including without limitation Claims arising out of the performance of Customer Work on property not owned by Customer.

Customer shall indemnify, defend, and hold harmless ED3, the members of its governing bodies, and its directors, officers, employees, agents and contractors for, from and against any loss, damage, liability, cost, or expense incurred by ED3, members of its governing bodies, directors, officers, employees, agents or contractors arising out of any act or omission of Customer, or its directors, officers, employees, agents, contractors, or subcontractors. Customer’s obligation under this section shall extend to defend ED3 when ED3, or members of its governing bodies, directors, officers, employees, agents or contractors are allegedly concurrently negligent with Customer, its directors ,officers, employees, agents, contractors, or subcontractors, but shall not extend to any liability caused by the sole negligence of ED3.

Customer shall release ED3 from any loss, damage, liability, cost, or expense incurred by Customer arising out of (i) any delay by ED3 in performing, completing, or inspecting any work or (ii) any loss or damage to any installation prohibited by Section 8 caused by the negligent act or omission of ED3.

**Customer Initials:**\_\_\_\_\_

This Agreement shall be interpreted, governed by and construed in accordance with the substantive and procedural laws of the State of Arizona, without regard to conflicts of law principles. ED3 and Customer agree that any action, suit, or proceeding arising out of or relating to this Agreement shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in Pinal County, Arizona, and the parties irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by Law, ED3 and Customer hereby irrevocably waive any and all rights to a trial by jury and covenant and agree that neither will request a trial by jury, with respect to any legal proceeding arising out of or relating to this Agreement.

8. **Termination.** This Agreement shall automatically terminate after one (1) year.

Any new Agreement between ED3 and the Customer shall be subject to ED3's Electric Service Guidelines in effect at the time the new Agreement is entered into by ED3 and Customer or Customer's Successor.

**AGREEMENT REGARDING ELECTRICAL INFRASTRUCTURE AND SERVICE BETWEEN:**

		<b>ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY ARIZONA</b>	
<i>Print Customer / Company Name Above</i>		<i>Print Name Above</i>	
Signature:		Signature:	
Signed By: <i>Please Print:</i>		Signed By: <i>Please Print:</i>	<b>Larry Yates</b>
Title: <i>Please Print:</i>		Title: <i>Please Print:</i>	<b>Director of Engineering &amp; Operations</b>
Date:		Date:	

**LANDLORD  
AUTOMATIC  
TRANSFER  
OF  
SERVICE  
AGREEMENT**



LANDLORD AUTOMATIC TRANSFER OF SERVICE AGREEMENT

DATE PREPARED / /	ORIGINATOR'S NAME	PHONE NUMBER ( ) -
PROPERTY ADDRESS:		

This Landlord Automatic Transfer of Service Agreement (the "Agreement") is entered into by and between Electrical District No. 3 ("ED3") and the Customer of Record / Responsible Party noted above (the "Landlord") as of date executed by ED3 below.

Section I – RECITALS:

1. Landlord is the owner or managing agent for the owner of that certain real property listed above (the "Property").
2. ED3 is the utility company authorized to provide electric service the Property.
3. Landlord is interested in having electric service to the Property continue uninterrupted after a Tenant of the Property has ordered that the service in Tenant's name be disconnected.

Section II – AGREEMENT:

NOW, THEREFORE, the Parties do hereby agree as follows:

1. Upon the request of a Tenant of the Property that electric service be disconnected, ED3 shall, without terminating service to said Property, automatically transfer service to the account of Landlord.
2. ED3 will bill Landlord for said electric service in accordance with ED3's Rules and Regulations / Rates and in accordance with Section III of this Agreement entitled GOVERNING PROVISIONS located below hereof and which are binding upon the Parties hereto.
3. Landlord shall pay all bills when they become due and payable.

Section III – GOVERNING PROVISIONS:

1. The applicable service shall be kept in Landlord's name when the account is not in the name of a Tenant.
2. Landlord shall be liable for all bills incurred while service is in Landlord's name.
3. Landlord shall be liable for all electric service to the Property, from the time a Tenant orders the service to be disconnected, even if the Landlord is not aware that the Tenant has done so.
4. If Landlord requests service to be disconnected and subsequently requests a connect, a service establishment fee will apply.
5. A service establishment fee will be charged with the initial connect; however, no service establishment fee shall be charged when a Tenant requests a disconnect of service and service is transferred into Landlord's name, provided landlord complies with all applicable procedures.
6. Landlord may choose to have service transferred to his name if the Tenant's service is disconnected for non-payment of bills. If Landlord does choose to have service transferred to his name, he must notify ED3 of his intentions. ED3 reserves the right to require that Landlord's notice be either in person or in writing. A service establishment fee will be charged.
7. ED3 reserves the right to terminate or refuse service to the Property if a customer of ED3 with an outstanding bill for services rendered to the Property remains on the Property.
8. ED3 may, at any time, require proof of ownership or management authorization, of the Property and may require the Landlord's name, mailing address and other relevant information to accurately identify the Landlord.
9. ED3 may require an executed lease or rental agreement to establish service for the Tenant.
10. EITHER PARTY MAY TERMINATE THIS AGREEMENT BY GIVING WRITTEN NOTICE OF TERMINATION TO THE OTHER PARTY.

Termination of this Agreement by Landlord must be in writing and directed to ED3 as follows:

Customer Service  
 Electrical District No. 3  
 41630 W. Louis Johnson Dr.  
 Maricopa AZ, 85138-5402

Termination of this Agreement by ED3 shall be directed to the Landlord at Landlord's mailing address as set forth herein.

CUSTOMER OF RECORD / RESPONSIBLE PARTY: \_\_\_\_\_

TYPE OF ENTITY:  Partnership       Corporation       Limited Liability Company  
 Individual or Sole proprietorship       Other \_\_\_\_\_

TAX I.D. NO. \_\_\_\_\_ **or** SOCIAL SECURITY NO. \_\_\_\_\_

BUSINESS PHONE \_\_\_\_\_ ALTERNATE PHONE \_\_\_\_\_

NAME OF BUSINESS OR PROPERTY \_\_\_\_\_

SERVICE ADDRESS \_\_\_\_\_

NO. OF UNITS \_\_\_\_\_ PRINCIPAL \_\_\_\_\_

PHONE \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

**AUTHORIZED PEOPLE**

The individuals listed below are fully authorized to act on behalf of the Customer of Record / Responsible Party regarding above-referenced utility account until this authorization is changed or withdrawn by notifying ED3 in writing. Customer of Record / Responsible Party acknowledges that (s)he is responsible for payment of all bills for electric service on this account.

Name: \_\_\_\_\_ Social Security No.: \_\_\_\_\_

**LANDLORD**

**I have read and do understand fully this Agreement including the GOVERNING PROVISIONS as outlined in Section III (Page 1) hereof and do hereby agree to be bound thereby.**

\_\_\_\_\_  
*(Name of Customer of Record / Responsible Party – Please Print)*

Office: \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Customer of Record / Responsible Party)*

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

by \_\_\_\_\_

the \_\_\_\_\_ of \_\_\_\_\_, on behalf of the \_\_\_\_\_  
(Title) (Name of Entity – if appropriate) (Type of Entity)

Notary Public \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

Notary Stamp Here:

**IF NOT NOTARIZED, SIGNATURE  
MUST BE WITNESSED BY AN  
ED3 REPRESENTATIVE:** \_\_\_\_\_ **DATE** \_\_\_\_\_

**FOR ED3 USE ONLY:** CREDIT ESTABLISHED: \_\_\_\_\_ SECURITY ON ACCT.: \_\_\_\_\_

**LEVEL  
OR  
BUDGET  
PAYMENT  
PLAN  
PROGRAMS  
APPLICATION  
FORM**



**LEVEL OR BUDGET PAYMENT PLAN PROGRAMS  
APPLICATION  
RESIDENTIAL / SMALL GENERAL SERVICE**

**REVISION NO: 9**

**EFFECTIVE: 03/28/2016**

**Level Payment Plan (LPP)** is a no-fee Program that averages the most recent twelve (12) months of account history. Each month your power bill will be a different amount and will vary from month to month.

**Budget Payment Plan (BPP)** is a no-fee Program that balances the seasonal highs and lows of your electric bill to make your payment more predictable each month. It can make household budgeting easier. If your usage remains similar to the past, the amount of your ED3 bill will remain constant each month all year long.

**HOW PROGRAMS WORK**

- ED3 uses your annual energy usage for the previous year with the current rate to calculate your monthly payment amount.
- Any changes in District rates will be reflected in your monthly payment amount.
- Your account will continue to be charged for the actual amount of energy used and the monthly payment amount will be adjusted quarterly to continue to more evenly spread the costs of your power usage.
- Quarterly reviews will be done in January, April, July and October.
- Account reconciliation will take place each year in October and upon closing of the account.
- Monthly statements will continue to be sent to you so you can monitor your energy usage.
- You will remain responsible for the costs of your actual usage and this plan will spread these costs throughout the year.

**ELIGIBILITY REQUIREMENTS**

- Your account must be paid up to date and you can enroll in either Program at any time of year.
- No delinquent account balances currently on account or returned check payments within the last twelve (12) months.
- There cannot be any interruptions to your service due to non-payment.
- Customer cannot be on any current payment plan (i.e., assistance with delinquent amounts).
- Full payment must be received on time every month. **Re-occurring Payment Method Suggested.**
- Discontinuation policies will remain the same as other standard residential services, and if late payments become re-occurring, the District may remove the customer from either Payment Plan Program.

<b>PROGRAM CHOICE (Choose One):</b> <input type="checkbox"/> Budget Payment Plan <input type="checkbox"/> Level Payment Plan			
<b>Last Name:</b>		<b>First:</b>	
			<b>Initial:</b>
<b>Service Address:</b>			<b>Account No.</b>
<b>1<sup>st</sup> Phone Number:</b>		<b>2<sup>nd</sup> Phone Number:</b>	
<b>Email Address:</b>			
<b>I agree to the following guidelines as may be amended and all other regulations of the District.</b>			
<b>Signature:</b>	<b>Date:</b>		
<b>REMINDER:</b> ED3 personnel must continue to have safe, continuous and unrestricted access to the meter. The meter cannot be behind a locked gate or within a fenced yard with dogs.			_____ (Initial Here)
<b>SUBMIT COMPLETED APPLICATION EITHER VIA FAX, BY MAIL OR IN PERSON:</b>			
<b>ADMINISTRATION OFFICE &amp; MAILING ADDRESS:</b>		<b>CUSTOMER SERVICE OFFICE:</b>	
41630 W. Louis Johnson Drive Maricopa, AZ 85138-5402		FAX: (520) 494-7053	19756 N. John Wayne Parkway, Suite 101 Maricopa, AZ
<b>FOR INTERNAL USE ONLY</b>			
<b>Date Received:</b>	<b>Date Confirmed:</b>	<b>Confirmed By:</b>	

**MEDICAL  
STATUS  
FORM**

**ELECTRICAL DISTRICT NO. 3 (ED3) MEDICAL STATUS FORM - COMPLETED BY CUSTOMER**

**REVISION NO.: 2**

**EFFECTIVE: 01/30/12**

**Please Print or Type**

Electrical District No. 3 (ED3) Account No: \_\_\_\_\_ Medical Equipment From Electrical Plate: Watts \_\_\_\_\_ Volts \_\_\_\_\_ Amps \_\_\_\_\_  
 Name on Account (Last, First): \_\_\_\_\_ Patient Relationship to ED3 Customer: \_\_\_\_\_  
 Service Address: \_\_\_\_\_ City: \_\_\_\_\_ State: Arizona Zip: \_\_\_\_\_  
 Daytime Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Name of Patient Using Equipment: \_\_\_\_\_  
 Physicians Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
 Name of Neighbor, Friend or Relative (circle one): \_\_\_\_\_ Phone #: \_\_\_\_\_

1. I understand a medical status does not guarantee my service will not be disconnected for any unpaid electric bills and medical accounts are subject to the same bill payment terms as other residential accounts.
2. I understand ED3 strongly recommends having an uninterruptible power source (such as portable generators, battery backups, etc.) which could operate medical equipment during a loss of power.
3. I understand at any time ED3 may require field verification of medical equipment.
4. I give above listed Physician permission to release medical information to ED3 up to 36 months from the date of signature below.
5. **Call "911" if someone in your household needs immediate medical attention or must be transported.**

ED3 Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ELECTRICAL DISTRICT NO. 3 (ED3) MEDICAL STATUS FORM - COMPLETED BY PHYSICIAN**

**Please Print or Type**

Patients Name: \_\_\_\_\_ Physicians Name: \_\_\_\_\_

**Please Check All That Apply:**

Please Circle (Y) for Yes or (N) for No <b>Type of Equipment</b>	<b>Used in Home?</b>		<b>Essential to Sustain Life?</b>		<b>Require Electricity To Operate?</b>		<b>If the power goes out:</b> ED3 recommends you should seek temporary shelter or medical care if you use life-support equipment and your power is interrupted. This will assure your medical needs will be met until the power is restored. <b>Attach a Completed Prescription Slip &amp; Include:</b> → Patients Name → Equipment Used → Address → Frequency of Use → Name on the ED3 Account → ED3 Account Number
	Y	N	Y	N	Y	N	
Kidney/Hemo/Peritoneal Dialysis	Y	N	Y	N	Y	N	
Ventilators	Y	N	Y	N	Y	N	
Apnea Monitors	Y	N	Y	N	Y	N	
Feeding or Infusion Pumps	Y	N	Y	N	Y	N	
Suction Machine	Y	N	Y	N	Y	N	
C-PAP	Y	N	Y	N	Y	N	
Oxygen	Y	N	Y	N	Y	N	
Other: Please List -	Y	N	Y	N	Y	N	

What precautions should our field personnel take when/if they enter the patient's residence (i.e. non, gloves, battery backups, etc.), please be specific: \_\_\_\_\_

An ED3 customer is applying for medical status of their electric account for a patient that is under your care. To determine medical status, ED3 requires information from the patient's physician. Please complete the physicians portion above and if agreed to all terms, please sign below.

Physicians Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Telephone #: \_\_\_\_\_

**ED3 strongly recommends having an uninterruptible power source (such as portable generators, battery backups, etc.) which could operate medical equipment during the loss of power.**

Electrical District No. 3  
 41630 W. Louis Johnson Drive  
 Maricopa, AZ 85138



After the physician has completed, signed AND attach a completed prescription slip, please mail or fax. → (520) 424-9021 or Fax (520) 494-7053

**PAY BY DRAFT  
APPLICATION  
FORM**



**PAY BY DRAFT APPLICATION**

**REVISION NO. 1**

**EFFECTIVE: 11/17/2015**

To activate your Monthly Pay by Draft Billing Option, please complete the information below for the correct Option. **Please either mail or fax the completed and signed form to the Customer Service Department. This authorization form will remain in effect until either canceled in writing or an updated form changing the information is submitted to ED3.**

**NOTE:** There is no fee to sign up or to have your payment automatically taken out each month.

**OPTION 1 (Automatic Monthly deduct amount of current bill from your CHECKING ACCOUNT)**

Name of Bank	
ABA / Routing # (First number at bottom of check)	
Checking Account # (Second number at bottom of check)	
Account Name (From your bill)	
Billing ZIP Code	
Utility Account # (From your bill)	
Service Address	
Phone #	
Email Address	

**\*\*\* A Voided Check Must Accompany This Form If You Choose OPTION 1 \*\*\***

**OPTION 2 (Automatic Monthly deduct amount of current bill from your CREDIT CARD / DEBIT CARD)**

Card Type	<input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/> 
Credit Card #	
Expiration Date	
Card Holder Name (Exactly as it appears on the card)	
Billing ZIP Code	
Security Code (3 digits on back of card / American Express 4 digits on front of card)	
Account Name (From your bill)	
Utility Account # (From your bill)	
Service Address	
Phone #	
Email Address	

**I hereby authorize** Electrical District No. 3 ("ED3") to automatically withdraw from my bank account or credit card the total amount due on my billing statement and to make deposits if necessary.

**I authorize** the Financial Institution named above to accept such transactions initiated by ED3. The withdrawal shall be made from my account on the billing cycle withdrawal date. I am aware of my right to stop a withdrawal by notifying ED3 at any time up to three (3) business days before the withdrawal date. If an erroneous withdrawal occurs and I notify the Financial Institution of the error within sixty (60) days of the issuance of my account statement, the institution must investigate and resolve the error within forty-five (45) days of notification. If the error is not resolved within the first ten (10) business days following receipt of my notification, my account shall be re-credited for the amount in question until the investigation is completed.

For more information, contact your Financial Institution.

*(Condensed for Regulation E, Electronic Fund Transfer Act for the consumer's protection.)*

**By signing below, I hereby acknowledge and agree to the terms listed above.**

Signature:		Date:	
------------	--	-------	--

**Internal Use ONLY**

Date Received:		Date Confirmed:		Confirmed by:	
----------------	--	-----------------	--	---------------	--

# **PRE-PAID METERING PROGRAM**



**PRE-PAID METERING PROGRAM**  
*Residential Use Only*

**REVISION NO: 1**

**EFFECTIVE: 08/10/2016**

The customer hereby agrees to pre-pay for energy from Electrical District No. 3. (ED3) provided to the Service Address listed below under the Pre-Paid Metering Program (PPM).

**Terms and Conditions:**

Residential customers may elect to pre-pay for their electricity usage through the PPM Program with the exception of customers who have on-site solar generation.

For new customers, the initial Service Establishment Fee for account set up and credit check will apply. Customer must agree to start their PPM account with a minimum balance of fifty dollars (\$50.00). A customer who has an existing ED3 account will be expected to satisfy that account to a zero dollar (\$0.00) balance and also provide a minimum pre-paid balance of fifty dollars (\$50.00) before their PPM account can be set up.

It is understood by the customer that once their PPM account reaches a zero dollar (\$0.00) balance, the energy provided to the Service Address will be disconnected immediately. It is further understood that for customers to have their PPM account reconnected, a minimum balance of fifty dollars (\$50.00) must be pre-paid for future usage. By electing to participate in the PPM Program, customers understand that there will be daily charges for their usage and their PPM account may be subject to a Minimum Bill Charge.

**Security Deposits:**

Participation in the PPM Program does not require a Security Deposit to be held on the customer's PPM account. Deposits that are held on active accounts will be applied to the current account balance with any remainder applied as pre-payment on the PPM account. When the customer is no longer participating in the PPM Program, either by customer choice or ED3's choice, and wants to establish another type of ED3 account, the customer must satisfy all Deposit and credit requirements as per ED3 policies. If the customer had a Deposit on file before going onto the PPM Program, an equal or greater Deposit will be required to establish another type of account. The Deposit requirement and amount will be determined based on the customer's status and history at the time of exit from the PPM account.

<b>Last Name:</b>		<b>First:</b>		<b>Initial:</b>	
<b>Service Address:</b>					
<b>Mailing Address:</b>					
<b>Mobile Phone Number:</b>		<b>Mobile Phone Provider:</b>			
<b>Email Address:</b>		<b>2<sup>nd</sup> Phone Number:</b>			
<b>Account No.</b>		<b>NOTE:</b> Customers will be required to receive PPM Program alerts via mobile phone, email or both.			

**I agree to the following PPM Program guidelines as may be amended and all other ED3 policies.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**REMINDER:** ED3 personnel must continue to have safe, continuous and unrestricted access to the meter. The meter cannot be behind a locked gate or within a fenced yard with dogs. \_\_\_\_\_  
(Initial Here)

**SUBMIT COMPLETED APPLICATION EITHER VIA FAX, EMAIL, POSTAL MAIL OR IN PERSON:**

<b>ADMINISTRATION OFFICE &amp; POSTAL ADDRESS:</b>	<b>FAX:</b>	<b>CUSTOMER SERVICE OFFICE:</b>
41630 W. Louis Johnson Drive Maricopa, AZ 85138-5402	(520) 494-7053	19756 N. John Wayne Parkway, Suite 101 Maricopa, AZ Email: customerservice@ed-3.org

*FOR INTERNAL USE ONLY*

<b>Date Received:</b>	<b>Date Confirmed:</b>	<b>Confirmed By:</b>
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# SERVICE TURN-ON REQUEST



# SERVICE TURN ON REQUEST

ELECTRICAL DISTRICT NO. 3  
41630 W. LOUIS JOHNSON DRIVE  
MARICOPA, AZ 85138  
(520) 424-9021

REVISION NO. 0

EFFECTIVE: 08/24/2012

**DEVELOPERS:** Please complete this form and fax to ED3 Customer Service at (520) 424-7053 to request New Meter Sets or to Turn Service On or Off. If you are requesting service be taken out of your name, please provide the new homeowner's name and telephone number.

<b>DEVELOPER COMPANY NAME:</b>	<b>TRACT # OR NAME:</b>	<b>DATE:</b>

<b>AUTHORIZED REPRESENTATIVE REQUESTING SERVICE:</b>	
<b>TITLE:</b>	<b>OFFICE PHONE:</b>
<b>CELL PHONE:</b>	

**PLEASE HAVE ALL ELECTRIC SERVICE TURNED ON OR OFF AS INDICATED AT THE FOLLOWING ADDRESSES:**

SERVICE ADDRESS	SQUARE FOOTAGE	LOT #	TURN ON DATE	TURN OFF DATE	INSPECTION DATE	IF, TURN OFF REQUESTED, PLEASE PROVIDE NEW HOMEOWNER'S NAME AND TELEPHONE NUMBER

<b># OF RESIDENTIAL LOTS:</b>		<b>FAX COMPLETED FORM TO ED3 CUSTOMER SERVICE AT: (520) 494-7053</b>  <b>PAGE: _____ OF _____</b>
<b>TOTAL @ \$25 PER LOT:</b>		
<b># OF NON-RESIDENTIAL LOTS:</b>		
<b>TOTAL @ \$35 PER LOT:</b>		
<b>TOTAL AMOUNT OWING:</b>		

**TEMPORARY  
METER  
CONTRACT**



# ELECTRICAL DISTRICT NO. 3 TEMPORARY METER CONTRACT

REVISION NO: 0

EFFECTIVE: 05/06/13

WORK REQUEST# \_\_\_\_\_  
*Internal Use Only*

JOB# \_\_\_\_\_  
*Internal Use Only*

THIS TEMPORARY METER CONTRACT ("Contract"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by and between \_\_\_\_\_  
*Please Print*

a duly licensed Home Builder under the laws of the State of Arizona (hereinafter referred to as "Home Builder"), and **ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY, ARIZONA**, a political subdivision and electrical service provider under the laws of the State of Arizona (hereinafter referred to as "ED3"), and is made with reference to the following facts:

- A. WHEREAS, ED3 provides electrical service within its prescribed Service Area; and
- B. WHEREAS, Home Builder builds homes located within ED3's Service Area; and
- C. WHEREAS, Home Builder desires temporary meter socket installation for construction power.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Project Description:** On a timely basis, ED3 will coordinate and schedule all installations of temporary meter sockets within all subdivisions where the Home Builder has completed installation of the necessary service panel conduit to ED3's stubbed out conduit. Upon stub out, ED3 will coordinate with the Home Builder to make sure that the use of job-site power receptacles are in compliance with applicable regulations
2. **Contract Price:** Home Builder shall pay directly to ED3 for installation of each temporary meter socket the following:
  - a. A Flat Fee of \$100 per temporary meter device installed; and,
  - b. ED3's monthly standard energy consumption fees, payable as specified in the monthly power bills; and,
  - c. Device will be in working order when removed by ED3 at the end of the Contract.
3. **Footing / Slab Placement:** Per the City of Maricopa or Pinal County temporary power policy, the Contractor shall pour the footing / slab prior to calling ED3. If ED3 is called out prior to this step being completed, the Home Builder will be charged for the time required of ED3 personnel.
4. **Replacement, Fees:** The Home Builder shall be responsible for the full replacement value for any damaged meter sockets and fees necessary for the proper execution and completion of work required to be performed by ED3 hereunder.
5. **Indemnity Agreement:** Home Builder shall indemnify and hold ED3, its employees, officers, and board members, free and harmless from any and all claims, losses, damages, injuries and liabilities arising from the death or injury of any person or persons, or from the damage or destruction of any property or properties, caused by or connected with the performance of this Contract by Home Builder, its agents, subcontractors or employees.

6. **Destruction of Project:** Should the Project or any part thereof be destroyed by fire, theft, vandalism, accident, act of God, or other cause not the fault of Home Builder, any work done or materials furnished by ED3 in restoring or rebuilding the Project shall be paid for by ED3. Home Builder shall obtain a quote from ED3 if ED3 determines that course of construction insurance should cover such risks.
7. **Charges and Liens:** The Home Builder shall pay all charges incurred by it for energy consumed in the construction of the Project at a specific address. ED3 shall have a lien on such Project until all sums due hereunder are paid. Home Builder shall indemnify and hold ED3 harmless from any lien, claims of lien, or other claims, brought by any person or entity, furnishing materials or labor in connection with the subject construction Project.
8. **Inspections:** Home Builder agrees that all work performed by it in connection with this Contract, shall be performed in compliance with the applicable regulations of the City or County in which said work site is located and shall be subject to inspection by ED3 who shall determine such compliance.
9. **Interest:** Any monies not paid to ED3 within thirty (30) days after same becomes due hereunder, shall bear interest at the rate of two percent (2%) but no less than \$4.00, per month until paid, but in no event shall the interest charged exceed the maximum legal rate permitted under Arizona law.
10. **Notice:** Any and all notices and other matters required or permitted by this Contract or by law to be served upon, given to, or delivered to one of the parties hereto, shall be considered delivered as such, when personally served upon the party to whom it is addressed, or in lieu of such personal service, when deposited in the United States mail, first class postage prepaid, return receipt requested, addressed to the party at the address set forth below:

**ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY ARIZONA**

\_\_\_\_\_ *Print Home Builder / Customer Name Above*

**Contact Name:** Larry Yates

**Contact Name:** \_\_\_\_\_  
*Print Contact Name Above*

**Mailing Address:**

**Mailing Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

41630 W. Louis Johnson Drive  
Maricopa, AZ 85138-5402

**Phone:** (520) 424-0417

**Phone:** ( ) \_\_\_\_\_

11. **Attorney's Fees:** Should any litigation be commenced between the parties to this Contract concerning the Project, any provision of this Contract, or the rights and obligations of either in relation thereto, the party prevailing in the litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for that party's attorney's fees and costs.
12. **Sole Agreement:** This Contract and the Exhibits attached hereto, constitute the sole agreement of the parties hereto relating to said Project and correctly sets forth the rights, duties and obligations of each to the other as of its date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Contract are of no force or effect.
13. **Benefit:** This Contract shall bind the parties hereto, their legal representatives, successors and assigns.
14. **Applicable Law:** This Contract shall be governed by the laws of the State of Arizona.

15. **Severability:** In the event that any court of competent jurisdiction holds any provisions, clauses, or terms hereof to be invalid or unenforceable, such interpretation shall apply only to the provisions, clauses or terms so construed, and shall not affect the remaining provisions, clauses and terms of this Contract which shall be valid and shall be enforceable to the extent permitted by law.

WHEREFORE, the parties hereto have executed this Contract on the date first hereinabove written.

		<b>ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY ARIZONA</b>	
<i>Print Home Builder / Customer Name Above</i>		<i>Print Name Above</i>	
Signature:		Signature:	
Signed By: <i>Please Print:</i>		Signed By: <i>Please Print:</i>	<b>Larry Yates</b>
Title: <i>Please Print:</i>		Title: <i>Please Print:</i>	<b>Director of Engineering &amp; Operations</b>
Date:		Date:	

**TIME  
OF  
USE  
(TOU)**

# TOU

**PROGRAM  
REVIEW &  
APPLICATION**

## **TOU – A**

**9:00 a.m. to 9:00 p.m.**



# 9-9 TIME OF USE (TOU) PROGRAM REVIEW & APPLICATION

REVISION NO.: 8

EFFECTIVE: 01/01/2016

The 9-9 Time-of-Use Rate Program (9-9 TOU) is a residential rate designed to reward residential customers who are willing to reduce their energy consumption during the peak cost periods. A peak cost period for Electrical District No. 3 is between 9:00 a.m. and 9:00 p.m., Monday through Friday, especially May 1st through October 31st.

This rate is available to residential customers and requires the installation of a special Time of Use (TOU) meter. If you choose to go on the 9-9 TOU Rate, you must stay on this rate for twelve (12) months.

**MONTHLY MINIMUM BILL: \$28.45**

The 9-9 TOU Program lowers your rates before 9:00 a.m. and after 9:00 p.m. all year long and on the weekends.

TIME PERIOD	DEFINITION
<b>SUMMER PEAK</b>	The time during Summer when demand for electricity is highest. You pay a higher price per kilowatt-hour. Price is higher than regular service. <b>Monday through Friday, 9:00 a.m. to 9:00 p.m., May 1 – October 31.</b>
<b>SUMMER OFF-PEAK</b>	The time during Summer when demand for electricity is lowest. You pay a lower price per kilowatt-hour. Price is lower than regular service. <b>Monday through Friday, 9:01 p.m. – 8:59 a.m. All weekend hours, May 1 – October 31.</b>
<b>WINTER PEAK</b>	The time during Winter when demand for electricity is highest. You pay a higher price per kilowatt-hour. Price is higher than regular service. <b>Monday through Friday, 9:00 a.m. to 9:00 p.m. November 1 – April 30.</b>
<b>WINTER OFF-PEAK</b>	The time during Winter when demand for electricity is lowest. You pay a lower price per kilowatt-hour. Price is lower than regular service. <b>Monday through Friday, 9:01 p.m. – 8:59 a.m., all weekend hours. November 1 – April 30.</b>

**NOTE: 9-9 TOU Rates are subject to change. Please contact Customer Service at (520) 424-9021 for the most current rates.**

		TIME OF USE RESIDENTIAL RATE 9:00 A.M. – 9:00 P.M.				STANDARD RESIDENTIAL RATE	
		UNDERGROUND		OVERHEAD			
BILLING COMPONENT	DEFINITION	SUMMER May 1 – Oct. 31	WINTER Nov. 1 – Apr. 30	SUMMER May 1 – Oct. 31	WINTER Nov. 1 – Apr. 30	UNDERGROUND	OVERHEAD
Customer Charge	Per Month	\$16.60	\$16.60	\$12.80	\$12.80	Basic Service Charge / Month \$15.65	Basic Service Charge / Month \$11.86
Energy Charge	<b>ON PEAK:</b> <b>MONDAY – FRIDAY</b> <b>9:00 AM to 9:00 PM</b>	14.99 ¢ / kWh	12.19 ¢ / kWh	13.16 ¢ / kWh	10.70 ¢ / kWh	08.54 ¢ / kWh for first 500 kWh	08.68 ¢ / kWh for First 500 kWh
	<b>OFF PEAK:</b> <b>ALL OTHER HOURS</b>	04.85¢ / kWh	04.85 ¢ / kWh	04.26 ¢ / kWh	04.26 ¢ / kWh	10.91 ¢ / kWh all over First 500 kWh	08.68 ¢ / kWh all over First 500 kWh
	Per Month	Minimum Bill \$28.45	Minimum Bill \$28.45	Minimum Bill \$28.45	Minimum Bill \$28.45	Minimum Bill \$28.45	Minimum Bill \$28.45

## TERMS AND CONDITIONS

1. Service under this rate schedule will become effective after installation of the Time-of-Use meter.
2. Rates are plus applicable taxes and fees.
3. Customer's selecting Time-of-Use service under this rate schedule will be required to remain on this schedule for a minimum of twelve (12) months.
4. ED3 may increase or decrease the Power Cost Adjustor based on the actual change in the average cost of purchased power.

## HOW DO I SAVE WITH THE 9-9 TOU RATE PROGRAM?

- Upgrade or tune up your existing air conditioning system.
- Seal your air conditioning system's duct work.
- Shift energy consumption to other times of the day. This includes setting your thermostat to operate at a higher temperature during the day, changing the time clock settings on your pool pump to run during evening and early morning hours, and operating dishwashers, washing machines, and dryers before 9:00 a.m. after 9:00 p.m.
- Continue minimal daytime air conditioner usage. This is especially important to customers who already program their air conditioners to a higher temperature control setting during the day.
- Minimize or eliminate your usage of all electrical appliances in the summer months if you live in the area for only a portion of the year.

## METER REQUIREMENTS

For the 9-9 TOU Rate Program, an electronic meter is required at your residence. This meter will record how much energy you use each month and when you use it. Your new rate schedule will become effective after the Time-of-Use meter is installed.

<b>APPLICATION FOR 9-9 TOU PROGRAM</b>			
<b>Last Name:</b>		<b>First Name:</b>	<b>Initial:</b>
<b>Service Address:</b>			<b>Unit:</b>
<b>City:</b>		<b>State:</b>	<b>Zip:</b>
<b>Account Number:</b>		<b>Telephone Number:</b>	
<b>BY SIGNING BELOW, I AGREE TO PARTICIPATE ON THE 9-9 TIME-OF-USE RATE (9-9 TOU) AND UNDERSTAND THAT I MUST REMAIN ON THIS RATE ONCE STARTED FOR A MINIMUM OF TWELVE (12) MONTHS.</b>			
<b>Signature:</b>		<b>Date:</b>	

**Please fax signed application to us at: (520) 494-7053 or mail to us at the address listed below:**

**Electrical District No. 3, 41630 W. Louis Johnson Drive, Maricopa, AZ 85138-5402**  
**Customer Service (520) 424-9021**  
**[www.ed3online.org](http://www.ed3online.org)**

# TOU

**PROGRAM  
REVIEW &  
APPLICATION**

## **TOU – B**

**Noon to 7:00 p.m.**



# 12 - 7 TIME OF USE (TOU) PROGRAM REVIEW & APPLICATION

**REVISION NO.: 7**

**EFFECTIVE: 01/01/2016**

The 12-7 Time-of-Use Rate Program (12-7 TOU) is a residential rate designed to reward residential customers who are willing to reduce their energy consumption during the peak cost periods. A peak cost period for Electrical District No. 3 is between 12:00 Noon and 7:00 p.m., Monday through Friday, especially May 1st through October 31st.

This rate is available to residential customers and requires the installation of a special Time of Use (TOU) meter. If you choose to go on the 12-7 TOU Rate, you must stay on this rate for twelve (12) months.

**MONTHLY MINIMUM BILL: \$28.45**

The 12-7 TOU Program lowers your rates before 12 Noon and after 7:00 p.m. all year long and on the weekends.

TIME PERIOD	DEFINITION
<b>SUMMER PEAK</b>	The time during Summer when demand for electricity is highest. You pay a higher price per kilowatt-hour. Price is higher than regular service. <b>Monday through Friday, 12 Noon to 7:00 p.m., May 1 – October 31.</b>
<b>SUMMER OFF-PEAK</b>	The time during Summer when demand for electricity is lowest. You pay a lower price per kilowatt-hour. Price is lower than regular service. <b>Monday through Friday, 7:01 p.m. – 11:59 a.m. All weekend hours, May 1 – October 31.</b>
<b>WINTER PEAK</b>	The time during Winter when demand for electricity is highest. You pay a higher price per kilowatt-hour. Price is higher than regular service. <b>Monday through Friday, 12 Noon to 7:00 p.m. November 1 – April 30.</b>
<b>WINTER OFF-PEAK</b>	The time during Winter when demand for electricity is lowest. You pay a lower price per kilowatt-hour. Price is lower than regular service. <b>Monday through Friday, 7:01 p.m. – 11:59 a.m., all weekend hours. November 1 – April 30.</b>

**NOTE:** 12-7 TOU Rates are subject to change. Please contact Customer Service at (520) 424-9021 for the most current rates.

		TIME OF USE RESIDENTIAL RATE 12:00 NOON – 7:00 P.M.				STANDARD RESIDENTIAL RATE	
		UNDERGROUND		OVERHEAD			
BILLING COMPONENT	DEFINITION	SUMMER May 1 – Oct 31	WINTER Nov 1 – Apr 30	SUMMER May 1 – Oct 31	WINTER Nov 1 – Apr 30	UNDERGROUND	OVERHEAD
Customer Charge	Per Month	\$16.60	\$16.60	\$12.80	\$12.80	Basic Service Charge / Month \$15.65	Basic Service Charge / Month \$11.86
Energy Charge	<b>ON PEAK:</b> <b>MONDAY – FRIDAY</b> <b>12 NOON to 7:00 PM</b>	20.486 ¢ / kWh	16.615 ¢ / kWh	17.987 ¢ / kWh	14.588 ¢ / kWh	08.54 ¢ / kWh for first 500 kWh	08.68 ¢ / kWh for first 500 kWh
Energy Charge	<b>OFF PEAK:</b> <b>ALL OTHER HOURS</b>	05.134 ¢ / kWh	05.134 ¢ / kWh	04.508 ¢ / kWh	04.508 ¢ / kWh	10.91 ¢ / kWh all over first 500 kWh	08.68 ¢ / kWh all over first 500 kWh
	Per Month	Minimum Bill \$28.45	Minimum Bill \$28.45	Minimum Bill \$28.45	Minimum Bill \$28.45	Minimum Bill \$28.45	Minimum Bill \$28.45

## TERMS AND CONDITIONS

1. Service under this rate schedule will become effective after installation of the Time-of-Use meter.
2. Rates are plus applicable taxes and fees.
3. Customer's selecting Time-of-Use service under this rate schedule will be required to remain on this schedule for a minimum of twelve (12) months.
4. ED3 may increase or decrease the Power Cost Adjustor based on the actual change in the average cost of purchased power.

## HOW DO I SAVE WITH THE 12-7 TOU RATE PROGRAM?

- Upgrade or tune up your existing air conditioning system.
- Seal your air conditioning system's duct work.
- Shift energy consumption to other times of the day. This includes setting your thermostat to operate at a higher temperature during the day, changing the time clock settings on your pool pump to run during evening and early morning hours, and operating dishwashers, washing machines, and dryers before 12 Noon after 7:00 p.m.
- Continue minimal daytime air conditioner usage. This is especially important to customers who already program their air conditioners to a higher temperature control setting during the day.
- Minimize or eliminate your usage of all electrical appliances in the summer months if you live in the area for only a portion of the year.

## METER REQUIREMENTS

For the 12-7 TOU Rate Program, an electronic meter is required at your residence. This meter will record how much energy you use each month and when you use it. Your new rate schedule will become effective after the Time-of-Use meter is installed.

<b>APPLICATION FOR 12-7 TOU PROGRAM</b>			
<b>Last Name:</b>	<b>First Name:</b>	<b>Initial:</b>	
<b>Service Address:</b>			<b>Unit:</b>
<b>City:</b>		<b>State:</b>	<b>Zip:</b>
<b>Account Number:</b>		<b>Telephone Number:</b>	
<b>BY SIGNING BELOW, I AGREE TO PARTICIPATE ON THE 12-7 TIME-OF-USE RATE (12-7 TOU) AND UNDERSTAND THAT I MUST REMAIN ON THIS RATE ONCE STARTED FOR A MINIMUM OF TWELVE (12) MONTHS.</b>			
<b>Signature:</b>		<b>Date:</b>	

**Please fax signed application to us at: (520) 494-7053 or mail to us at the address listed below:**

**Electrical District No. 3, 41630 W. Louis Johnson Drive, Maricopa, AZ 85138-5402**  
**Customer Service (520) 424-9021**  
**[www.ed3online.org](http://www.ed3online.org)**

# TRENCHING & CONDUIT

# TRENCHING & CONDUIT

**AGREEMENT**



# ELECTRICAL DISTRICT NO. 3 TRENCHING AND CONDUIT AGREEMENT

REVISION NO: 8

EFFECTIVE: 02/03/2015

WORK REQUEST# \_\_\_\_\_ JOB# \_\_\_\_\_  
*Internal Use Only* *Internal Use Only*

Date: \_\_\_\_\_

CUSTOMER NAME: \_\_\_\_\_

PROPERTY OWNER (LEGAL NAME): \_\_\_\_\_

CUSTOMERS AGENT (IF APPLICABLE): \_\_\_\_\_

### REQUIREMENTS:

The parties to this Agreement are Electrical District No. 3 of Pinal County, a political subdivision of the State of Arizona, hereinafter called "ED3" and \_\_\_\_\_, hereinafter called "Customer". In consideration of the services to be performed by ED3 and Customer for construction of underground distribution facilities at: \_\_\_\_\_

\_\_\_\_\_, it is agreed as follows:

1. Customer shall provide trench, conduit, backfill and 3-phase transformer pads. Customer shall install conduit, backfill, 3-phase transformer pads and ED3 provided equipment pads/box pads, pull boxes, j-boxes and vaults. These items shall be provided and installed according to this agreement, the Installation requirements, and the attached construction design drawings.
2. ED3 shall be responsible for inspecting all trench, conduit and equipment installations outlined in item 1 above. Customer shall provide easements for trench routes, equipment locations, and secure all necessary permits required by local municipalities and/or governing agencies.
3. Customer shall have property corners and other control points as requested, installed and flagged before ED3 will inspect the job. In addition, easements, alleys, streets and water retention areas adjacent to proposed trench route must be graded to within 6" of finished grade and grade stakes set before ED3 approves trench and begins construction. **Customer agrees to reimburse ED3 for any costs incurred in adjusting facilities due to changes in finished grade.**
4. Customer shall be responsible for having all existing underground facilities located and identified in the field before excavation begins.
5. ED3 approved and customer provided concrete caps shall be installed over conduit in trenches which cross or are located in drainage areas, washes, and other areas subject to erosion as shown on the attached drawings and as required by the ED3 inspector.
6. ED3 will not energize underground cables until the trench depth is verified, and backfill is compacted with a minimum of 36" cover for secondary / service and 60" cover for primary, unless otherwise shown on the attached drawings.

**Customer Initials:** \_\_\_\_\_

7. Customer shall restore, at Customer's expense, any damaged landscaping or property to its original condition, due to Customer provided trenching, backfilling or equipment installations.
8. ED3 reserves the right to inspect all and every part of Customer's work during or after completion of trenching, conduit installation, shading, backfilling, or compaction. If all of any part of the work has not been done according to ED3 specifications, Customer shall take corrective action at Customer's expense. ED3, at Customer's request, may perform the corrective action at the Customer's expense. **Neither inspection of the work by ED3, nor lack of same, shall relieve Customer of the responsibility to provide and perform the work according to ED3 requirements. In all cases, the Customer is responsible for conduit system location, integrity and usefulness until ED3 conductors are energized.**
9. Where Customer provides the trenching and backfilling, Customer shall indemnify and save harmless ED3 and any other utility who is a joint trench occupant with ED3, from any and all claims, losses, costs, and damages incurred by the utilities, on account of injuries or damages to persons or property received or sustained by any persons, firms, or corporations by reason of any acts or omissions of Customer, its agents or employees, or of any defects in the methods, materials, equipment, or tools used in the trenching or backfilling or any contingencies arising therefrom.
10. Customer shall use a properly licensed contractor when excavating in the public right-of-way or utility easement. Licensing information is available through the State Registrar of Contractors.
11. **The following documents are attached to and made a part of this Agreement.**

<input type="checkbox"/> Construction Drawings	<input type="checkbox"/> Three Phase Transformer Pad and Conduit Requirements
<input type="checkbox"/> Customer Trenching Diagram	<input type="checkbox"/> ED3's Electric Service Requirements
<input type="checkbox"/> Construction Design Drawings	<input type="checkbox"/> Equipment Box Pad Details
<input type="checkbox"/> Other: _____	
12. **Customer shall review this document and the Installation drawings with their trenching contractor before work begins. The trenching contractor shall maintain a copy of these documents at the job site for review.**
13. **To schedule the Inspection, call the Customer Service Office at (520) 424-9021 two (2) business days PRIOR to start of work.**
14. **Contact the Design Department at (520) 424-0411 for project scheduling and coordination.**
15. **Please see separate [TRENCHING AND CONDUIT - INSTALLATION SPECIFICATIONS](#) document.**

**Customer Initials:** \_\_\_\_\_

**THIS AGREEMENT HAS BEEN EXECUTED BY THE DULY AUTHORIZED REPRESENTATIVES OF THE PARTIES:**

		<b>ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY ARIZONA</b>	
<i>Customer / Customers Agent / Company Name (Print Above)</i>		<i>Name (Print Above)</i>	
Signature:		Signature:	
Signed By: <i>Please Print:</i>		Signed By: <i>Please Print:</i>	<b>Larry Yates</b>
Title: <i>Please Print:</i>		Title: <i>Please Print:</i>	<b>Director of Engineering &amp; Operations</b>
Mailing Address:		Mailing Address	41630 W. Louis Johnson Drive Maricopa, AZ 85138-5402
Phone:		Phone:	(520) 424-9021
Property Owner (Legal Name):			
Property Owner Mailing Address:			
Property Owner Telephone:			
Date:		Date:	

# TRENCHING & CONDUIT

**INSTALLATION  
SPECIFICATIONS  
FORM**



**ELECTRICAL DISTRICT NO. 3**  
**TRENCHING AND CONDUIT INSTALLATION SPECIFICATIONS**  
*RETAINED BY CUSTOMER*

**REVISION NO: 1**

**EFFECTIVE: 02/03/2015**

**INSTALLATION SPECIFICATIONS:**

1. All primary, secondary, and service conductors shall be installed in SCH 40 PVC conduit.
2. Rigid conduit is defined as PVC. Sweeps shall have one belled end and one plain end. Both ends shall be internally chamfered.
3. Customer will provide conduit which meets the following specifications:

APPLICATION	ACCEPTABLE PRODUCT MATERIAL	CONDUIT MARKING REQUIREMENTS
Straight Conduit (See Notes 1 & 2)	PVC SCH 40	Mfg. Name, nom. size, PVC SCH 40 , 90° C UL Type
Bends, Sweeps and Elbows (See Note 3)	PVC SCH 40 (See Note 4)	Mfg. Name, nom. size, PVC SCH 40 , 90° C UL Type
Fittings	PVC SCH 40	Mfg. Name, nom. size, PVC SCH 40 , 90° C UL Type (marking may be on packing material)

**NOTES:**

1. 4" diameter & under-SCH 40 NEMA TC-2; 5" diameter & larger-SCH 80 NEMA TC-2, 50" radius.
2. Sweeps at meter socket panel end shall be 2.5" SCH 80.
3. All PVC shall be gray.

4. When installing PVC conduit apply purple primer/cleaner ASTM F656 to all PVC joints prior to applying a coating of gray PVC to PVC cement ASTM D2564.
5. Unless otherwise specified, sweeps/bends shall be 36" minimum radius for secondary/service and 36" minimum radius for primary Three inch. Five inch conduit requires a 60" minimum radius sweep.
6. The conduit sweeps at device locations shall extend a minimum of 1-1/2" and a maximum of 2" above the top of the pad. Trench depth shall be adjusted to obtain the correct extension (conduit sweeps shall not be cut). Service conduit stub out locations shall be identified by lot number using a permanent black ink marker.
7. Customer shall provide and install 3 phase transformer pads, as well as install ED3 provided equipment pads/box pads, pull boxes, j-boxes and manholes per the attached Work Order drawings at CUSTOMER cost. Conduit stubs shall be positioned in equipment as specified on the attached drawings or details. ED3 will provide ground rods or ground wire. The customer shall install the ground rod to within 6" of finished grade at time of conduit installation at each equipment location. Alternate 46 copper ground wire (where specified on the Work Order drawings) shall be buried a minimum of 18" deep. Working clearance shall be provided for all equipment per ED3 requirements.
8. Minimum 95 percent soil compaction is required at all equipment locations (compacted area to extend 1' out from equipment). All equipment locations shall be backfilled with select (1-1/2" maximum diameter rock) material compacted with mechanical tamping machine and leveled to finished grade. The use of a mechanical tamping machine is not required where 1/2-sack slurry (1/2 sack of cement per cubic yard of sand or ABC) is utilized for backfill. Equipment locations shall maintain the minimum clear working areas specified by ED3.
9. Concrete caps shall consist of 3000 psi concrete at 28 days, 4 inches thick and 2 inches minimum on all sides.

10. Shading over all ED3 conduits shall be a minimum of 12" regardless of soil conditions. The 6" immediately above the conduit shall contain no rocks larger than 1-1/2" in diameter. The next 6" lift shall contain no rocks larger than 3" in diameter. The remaining backfill may be trench spoils. Shading is not required when 1-sack slurry backfill (1-sack of cement per cubic yard of sand or ABC) is utilized.
11. ED3 will not energize underground cables until the trench depth is verified, and backfill is compacted with a minimum of 36" cover for secondary / service and 60" cover for primary, unless otherwise shown on the attached drawings.
12. The ED3 inspector shall approve trench depth changes due to obstructions encountered while digging.
13. See ED3 construction design cover sheet and trench details on the construction sketch, for minimum separations to other utilities.
14. Crossings require a minimum of 12" vertical separation between ED3 facilities and other utilities, including water and sewer taps. Exceptions: a) If crossing is with a gas service line, this separation may be reduced to 6" if the gas service line is sleeved in a rigid pipe. The sleeve shall extend 12" beyond ED3 conduits, measured perpendicular from the sidewall of the nearest electric conduit/cable. b) A 2" vertical crossing separation (above or below) is allowed between ED3 communications at equipment locations.
15. If ED3 facilities are joint trench with natural gas facilities, natural gas lines shall be installed with a minimum of 12" vertical separation, outside wall to outside wall, above all ED3 conduits. In addition, natural gas lines shall maintain a minimum 12" horizontal separation from the outside edge of all ED3 equipment pads to the outside wall of the gas lines.
16. The conduit system shall be proven after backfill is completed. An ED3 provided pull line shall be installed by the customer (except in service stubs). All empty conduit ends shall be plugged at equipment locations. ED3 shall provide and the customer shall install expandable plugs in switching cabinets, in other equipment use universal plugs. Future conduit stub outs shall be capped and a locate marker installed. Tape is not an acceptable substitute for caps or plugs.
17. Customer shall excavate by hand within two (2) feet of existing energized ED3 equipment. Contact the ED3 Inspector prior to digging within ten (10) feet of a pole or five (5) feet of a down guy rod unless the excavation is two (2) feet or less in depth or specified on the Work Order drawings. All trench spoils shall be placed a minimum of two (2) feet from the trench wall.
18. **Refer all questions to the ED3 Inspector.**

# SECTION E

## OTHER POLICIES

UPDATED 07/07/2016

1. DUSK-TO-DAWN PROGRAM
2. ENERGY ASSISTANCE FUND
3. RENEWABLE ENERGY POLICY
4. SOLAR PROGRAM

## SECTION E – OTHER POLICIES

Section Last Updated: 07/07/2016

	DESCRIPTION	REVISION NUMBER	DATE OF CURRENT VERSION
1.	<b>DUSK-TO-DAWN PROGRAM</b>		
A.	DUSK-TO-DAWN LIGHTING INSTALLATION GUIDELINES	2	10/07/2013
B.	DUSK-TO-DAWN LIGHTING AGREEMENT	1	01/18/2013
2.	<b>ENERGY ASSISTANCE FUND</b>		
A.	POLICY	0	11/23/2011
B.	SIGN-UP FORM	1	03/14/2012
C.	CAHRA AUTHORIZATION FOR RELEASE OF CONFIDENTIAL INFORMATION	0	01/24/2012
3.	<b>RENEWABLE ENERGY POLICY</b> Renewable Energy Policy (Energy Fund)	4	10/24/2012
4.	<b>SOLAR PROGRAM</b>		
A.	<b>OVERVIEW</b> Solar Program Interconnection Process Overview for Residential and Small General Service	7	07/07/2016
B.	<b>CHECKLIST</b> Customer Owned Solar Generation Checklist	13	07/02/2015
C.	<b>GUIDELINES</b> Solar Photovoltaic Distributed Generation Customer Guidelines	12	07/02/2015
D.	<b>APPLICATION</b> Application for Operation of Customer-Owned Solar Generation	16	07/02/2015
E.	<b>AGREEMENT</b> Agreement for Interconnection of Solar Photovoltaic Distributed Generation	10	07/07/2016
F.	<b>POLICY</b> Solar Distributed Generation Policy Summary	5	07/02/2015
G.	<b>RIDERS</b> <b>SEE: SECTION C</b>		

**DUSK-TO-DAWN  
LIGHTING  
PROGRAM**

# **DUSK-TO-DAWN LIGHTING PROGRAM**

**INSTALLATION  
GUIDELINES**

# ELECTRICAL DISTRICT NO.3

## DUSK-TO-DAWN LIGHTING INSTALLATION GUIDELINES

REVISION NO.: 2

EFFECTIVE: 10/07/2013

Dusk-to-Dawn Lighting is similar in appearance to a Streetlight and in many cases the same equipment used for Streetlights is used for Dusk-to-Dawn Lighting. The lights are normally used on private property to enhance security and safety in the surrounding area.

Electric service is provided from dusk to dawn. The District will install, own and maintain the complete lighting installation, including lamp replacements. Dusk-to-Dawn Lighting facilities are not metered, therefore, a flat rate will be charged depending on the size and type of Dusk-to-Dawn Lighting facilities installed per ED3 Rate No. 09.

The District cannot guarantee that all Dusk-to-Dawn Lighting facilities will always operate as intended; therefore, the Customer will be responsible for notifying the District when the Dusk-to-Dawn Lighting facilities are not operating as intended.

The Customer should call ED3 Customer Service at (520) 424-9021 or use the “Street Light Repair” website link on [www.ed3online.com](http://www.ed3online.com) to report the service address and pole numbers that require maintenance.

The District will use reasonable efforts to complete normal maintenance (replacement of lamps, photo-controls or fixtures) within ten (10) working days from notification by Customer; however, if the maintenance requires cable replacement or repairs, this time will be extended. Monthly bills will not be reduced due to Dusk-to-Dawn Lighting outages.

Customers are responsible for the cost of installing Dusk-to-Dawn Lighting facilities. The costs can be financed through the Customer’s bill for no more than ten (10) years. Interest will be charged on the amount financed.

The Customer will be required to sign a Dusk-to-Dawn Light Agreement and standard costs, as described in the ED3 Electric Service Guidelines Rules and Regulations, will apply unless additional facilities are needed to operate the lights safely per ED3 requirements at the District’s sole discretion.

Only landowners or renters who have a lease that extends the life of the Dusk-to-Dawn Light Agreement are eligible to finance installations. Should the Dusk-to-Dawn Light Agreement be broken prior to the expiration date, the Customer is responsible for the Balance of Contract or the costs of installation and removal of said Dusk-to-Dawn Lighting facilities; whichever is less.

Upon approved authorization by the District, the Dusk-to-Dawn Light Agreement may be assigned to another qualifying Customer accepting responsibility for the balance of a Dusk-to-Dawn Light Agreement, which releases the original Customer of further liability.

# DUSK-TO-DAWN LIGHTING PROGRAM

**AGREEMENT**



# ELECTRICAL DISTRICT NO. 3

## DUSK-TO-DAWN LIGHTING AGREEMENT

REVISION NO: 1

EFFECTIVE: 01/18/2013

WORK REQUEST # \_\_\_\_\_

JOB # \_\_\_\_\_

*Internal Use Only*

*Internal Use Only*

INSTALLATION    REMOVAL    ASSIGNMENT

DATE \_\_\_\_\_

CUSTOMER(S) NAME						SERVICE LOCATION					
LAST		FIRST				STREET ADDRESS					
HOME PHONE		CELL PHONE				CITY		STATE		AZ ZIP CODE	
LEGAL DESCRIPTION						MAILING / BILLING ADDRESS <i>(If different from Service Location)</i>					
TOWNSHIP		RANGE		SECTION		QTR SEC		STATE		TAX CODE	
								AZ			
						CITY		STATE		ZIP CODE	
IF ASSIGNED, REPLACES AGREEMENT DATED				IN THE NAME OF				PRIOR ACCOUNT #			

LIGHTING UNITS						POLE		
LAMP TYPE	WATTS	LUMENS	QUANTITY	INSTALL	REMOVE	TYPE	HEIGHT	QUANTITY
High Pressure Sodium	100	9,500		<input type="checkbox"/>	<input type="checkbox"/>	Wooden		
	150	16,000		<input type="checkbox"/>	<input type="checkbox"/>			
	200	22,000		<input type="checkbox"/>	<input type="checkbox"/>			
	250	30,000		<input type="checkbox"/>	<input type="checkbox"/>			
	400	50,000		<input type="checkbox"/>	<input type="checkbox"/>			
						TOTAL COST:		\$
AUTHORIZED BY								
Metal Halide	100	8,500		<input type="checkbox"/>	<input type="checkbox"/>			
	250	19,500		<input type="checkbox"/>	<input type="checkbox"/>			

I hereby request that Electrical District No. 3 install and maintain an un-metered Dusk-to-Dawn Lighting Service as itemized above.

I agree to pay for this service on the basis of Rate Schedule No. 09 and understand that said schedule is subject to change as authorized by the ED3 Board of Directors. In addition to the monthly charges listed on Rate Schedule No. 09, I agree to pay all the charges for installation of the light as described above through and per the ED3 Dusk-to-Dawn Lighting Installation Guidelines and monthly billings.

I further understand that I am responsible for contacting all individuals in the area who may be affected by the above-described lighting facilities. I hereby represent that I have contacted and secured the consent of all such individuals to the installation and use of said lighting facilities. In the event of a breach of this provision, ED3 may, at its option, remove the lighting facilities and terminate this Agreement, and if so removed and terminated, I agree to reimburse ED3 for all costs incurred in installation and removal of said facilities.

If ED3 facilities are required on or across my property, permission is hereby granted to install, maintain, replace and remove such facilities. It is further understood and agreed that this Agreement shall be for a minimum term of ten (10) years from the date of initial delivery of service. It shall continue in effect thereafter, unless terminated by either party upon a thirty (30) day written notice.

DATE	CUSTOMER NAME (PRINTED)	CUSTOMER SIGNATURE
------	-------------------------	--------------------

**ENERGY  
ASSISTANCE  
FUND**

# ENERGY ASSISTANCE

**POLICY**

# ELECTRICAL DISTRICT NO.3 POLICY ON ENERGY ASSISTANCE FUND

REVISION NO.: 0

EFFECTIVE: 11/23/2011

The Energy Assistance Fund provides an opportunity for Electrical District No. 3 utility bill customers and residents to easily contribute to their community. All donations are allocated to the Community Action Human Resources Agency (CAHRA), a local non-profit agency serving ED3 customers.

All Energy Assistance Fund donations are placed in a fund to assist consumers with their electric bill. ED3 will donate the funds collected through customer contributions to the local charity, CAHRA, which will disburse the funds to qualified consumers who are having difficulty paying their electric bill.

Utility customers have several contribution options and donations can be added to your utility bill:

- **Monthly Contribution** (\$5.00 or other amount of your choice added to your monthly bill.)
- **Monthly Billing Round Up Contribution** (ED3 will round up your utility bill amount to the nearest whole dollar amount. For example, if your bill amount is \$42.37, your round up contribution would be \$0.63 for a total of \$43.00.)
- **One-Time Donation** (Make a donation at any time in any denomination you choose.)

Contributions are fully tax deductible.

# ENERGY ASSISTANCE

**SIGN-UP FORM**

**ENERGY ASSISTANCE FUND PROGRAM SIGN UP FORM**

**ELECTRICAL DISTRICT NO. 3**

41630 W. Louis Johnson Drive

Maricopa, AZ 85138

**HOW IT WORKS**

The Electrical District No. 3 (ED3) Energy Assistance Fund Program provides an opportunity for ED3 utility bill customers and residents to easily contribute to their community. All donations are allocated to the Community Action Human Resources Agency (CAHRA), a local non-profit agency serving ED3 customers.

All Energy Assistance Fund Program donations collected by ED3 through customer contributions will be passed on to this local charity, CAHRA, which will disburse the funds to qualified local consumers who are having difficulty paying their electric bills.

ED3 customers have several contribution options and donations can be added to your monthly utility bill payment.

**PLEASE SELECT ONE OF THE THREE CONTRIBUTION METHODS BELOW:**

**METHOD 1 - Monthly Contribution** (An amount of the customer's choice to be added onto the monthly utility bill.)

Please select an amount to donate:     **\$1.00**     **\$5.00**     **Other Amount: \$ \_\_\_\_\_**

**METHOD 2 - Monthly Billing Round Up Contribution** (ED3 will round up your utility bill amount to the nearest whole dollar amount. For example: If your bill amount is \$42.37, your round up contribution will be \$0.63 for a total bill amount of \$43.00.)

**METHOD 3 - One-Time Contribution** (Make a contribution at any time in any amount you choose. **One-Time Amount: \$ \_\_\_\_\_**  
If you have any questions about the ED3 Energy Assistance Fund Program, please call (520) 424-9021 to speak to a Customer Service Representative.

**Contributions are fully tax deductible. Thank you for your generous donation.**

**PLEASE COMPLETE THE INFORMATION BELOW FOR PROPER ACCOUNT SET UP**

(Please Print)

<b>Last Name:</b>	<b>First Name:</b>	<b>Initial:</b>
<b>Account Number:</b>	<b>Service Address:</b>	
<b>Phone Number:</b>	<b>Second Phone Number:</b>	
<b>Email Address:</b>	<b>Date of Birth:</b>	
<b>PLEASE SIGN AND DATE</b>		
<b>Signature:</b>	<b>Date:</b>	

**RETURN YOUR COMPLETED FORM EITHER BY DROPPING IT OFF, ENCLOSING IT WITH YOUR BILL OR FAXING IT TO (520) 494-7053**

# ENERGY ASSISTANCE

**CAHRA  
RELEASE FORM**

Community Action Human Resources Agency

AUTHORIZATION FOR RELEASE OF CONFIDENTIAL INFORMATION

Electrical District No. 3

I \_\_\_\_\_ understand that it may be necessary for the COMMUNITY ACTION HUMAN
Client Name - PLEASE PRINT

RESOURCES AGENCY and/or authorized agents to obtain information from other agencies and entities in order to make
determine my eligibility for assistance I have requested.

Accordingly, I authorize ELECTRICAL DISTRICT #3 to furnish to CAHRA and/or its authorized agents any and all infor-
mation which it may request in the form of oral or written records related to my customer account with ELECTRICAL
DISTRICT #3, including but not limited to past due amounts, current amounts due, deposits, and/or additional charges
including late fees and other related matters.

To be completed by Electrical District #3 Representative:

Table with 2 columns and 11 rows: ED#3 Account Number, Name on ED#3 Bill, Service Address, Current 1 month billing, Date current billing due, Past due 1 month billing, Date past due 1 month billing was due, Other unpaid balance, Fees (late fees, reconnect fees, returned check charges and/or other fees), New deposit - if needed, TOTAL

Signature of Electrical District #3 Representative Completing This Form:

\_\_\_\_\_ Date: \_\_\_\_\_

I, the undersigned customer, understand this Release is solely for the purpose of obtaining account information from
Electrical District #3, and further that this information will not be shared with any other agency or entity, without my
specific permission.

A photo copy, fax copy, scanned copy or other chemical/electronic reproduction of this authorization shall serve in its
stead.

This consent, unless expressly revoked earlier, expires upon \_\_\_\_\_
Specify date, event or condition upon expiration

Customer Signature: \_\_\_\_\_

Date:

Case Manager Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# RENEWABLE ENERGY POLICY



## ELECTRICAL DISTRICT NO.3 RENEWABLE ENERGY POLICY

**REVISION NO.: 4**

**EFFECTIVE: 10/24/2012**

### 1. **Adopt Renewable Energy Fund**

- a. Funded by surcharge applied to all customers
  - i. \$0.0010 / kWh applied to all energy sales.
  - ii. Residential Cap – not to exceed \$0.30 / mo.
  - iii. Small and Large General Service Cap – not to exceed \$12.00 / mo.
  - iv. Any funds gained from sale of green credits.
- b. Would generate roughly \$100,000 / yr to ED3 @ today's levels of sales and customers.

### 2. **Approved Uses for the Renewable Energy Fund**

- a. One-half (1/2) of total collections are allocated to Residential / Small General Service capital assistance with renewable installations.
  - i. Per the terms and conditions as stated in the most current revision of Rider No. 04
  - ii. First-come-first-served basis.
  - iii. Buy back rider (Net Metering)
- b. The other one-half (1/2) to be used for assistance with:
  - i. Invest in solar generation for ED3's own use.
  - ii. Capital assistance for Schools, municipal buildings (solar).
  - iii. \$XX credit toward the purchase of Programmable Thermostat.
  - iv. \$XX credit toward the purchase of HW Heater Timer.
  - v. HVAC replacement rebate (SEER ≥ 14).

### 3. **Energy Star Certification – Partnership with Builders.**

- a. Team with Builders to build “Renewable Developments”.

### 4. **Clean Green Power Contribution Program**

- a. Offer customer the ability to contribute \$XX / mo toward renewable projects.
- b. Charge would appear on monthly billing.
- c. ED3 would make equivalent amounts of renewable purchases.
  - i. Use Western as facilitator.
  - ii. Use APS / SRP as facilitator.

# **SOLAR PROGRAM**

# SOLAR

## INTERCONNECTION PROCESS **OVERVIEW** FOR RESIDENTIAL AND SMALL GENERAL SERVICE



## SOLAR PROGRAM INTERCONNECTION PROCESS OVERVIEW FOR RESIDENTIAL AND SMALL GENERAL SERVICE

**REVISION NO.: 7**

**EFFECTIVE: 07/07/16**

Required Steps for ED3's Solar Program Interconnection Process for Residential and Small General Service:

- The potential Solar Customer submits an Interconnection Application to ED3 for review and approval.
- Contractor / Customer is notified by email of any errors on your Application and the Application is corrected by the Contractor.
- The Revised / Corrected Interconnection Application is re-evaluated by ED3 and if errors are all corrected, it is then approved.
- Contractor / Customer will receive a Letter of Approval for Interconnection via email.
- Customer is responsible for providing copy of Letter of Approval for Interconnection to the City of Maricopa (if within City limits) to set up City inspection.
- Once the Approved Interconnection Letter has been received, the Customer may proceed with the installation of the Solar Photovoltaic (PV) System.
- Once installation is complete, Customer / Contractor is responsible for scheduling an inspection by a City of Maricopa or Pinal County Electrical Inspector.
- When the system passes the City of Maricopa or Pinal County Electrical Inspection, the Inspection Department provides ED3 with a Clearance for Connection of Solar System. This Clearance is sent to ED3 via email.
- Upon receipt of the Clearance for Connection, the ED3 Solar Coordinator will contact the Customer's Contractor to schedule an appointment for the Commissioning Inspection.
- Once the Commissioning Inspection is complete, ED3 installs a Solar Electrical Meter which connects the Solar PV System to ED3's electrical grid. **The Commissioning Inspection is the final step required PRIOR to connecting the Solar Electrical Generation System to ED3's electric grid.**

**PLEASE NOTE:** ED3 is *not* responsible for the workmanship or materials of the customer's installation contractor.

ED3 does *not* inspect the installation of the system on your roof.

**PLEASE NOTE: CUSTOMER APPLICATIONS WHICH ARE PLACED IN THE ED3 SOLAR QUEUE ARE SUBJECT TO ALL REVISIONS TO THE REQUIREMENTS OF THE ED3 SOLAR PROGRAM DURING THEIR TIME IN THE SOLAR QUEUE.**

**If you have any questions about any of the items listed above,  
please contact our Solar Coordinator at (520) 424-0418 or [solar@ed-3.org](mailto:solar@ed-3.org).**

# SOLAR

## CUSTOMER OWNED SOLAR GENERATION CHECKLIST



## CUSTOMER OWNED SOLAR GENERATION CHECKLIST

REVISION NO.: 13

EFFECTIVE: 07/02/2015

Before submitting your application for Customer Owned Solar Generation, please make sure you have completed the following steps and included ALL the following:

- Solar Photovoltaic Distributed Generation Customer GUIDELINES Form - be sure to:
  - Sign Guidelines Form
- APPLICATION for Operation of Customer-Owned Solar Generation Form - be sure to:
  - Customer email address (**Required**)
  - Indicate Total Site Load (DC), Generator Rating (AC) and DC-STC Rating
  - Sign Application Form
- AGREEMENT for Interconnection of Solar Photovoltaic Distributed Generation Form  
Must be **Signed by Customer (Required)** and (Approved by General Manager)
- RIDER NO. 08 – Buyback – Residential / Small General Service Form
  - Customer **must print, sign and date Rider (Required)**
- Site Map & Plan
- Line Diagram
- Equipment Cut Sheet
- Proof of Purchase or Copy of signed Lease Agreement (if leasing system).
- Copy of ED3 Utility Bill - for reference (N/A for New Builds)
- AZROC License Number - Contractors Active C-11 / K-11 / K-05

Once the Interconnection is approved, the Contractor / Customer will receive a Letter of Approval for Interconnection from ED3. Once your system has been installed by your contractor, the following are required:

- Clearance from the City of Maricopa or Pinal County (Required) before Final ED3 Commissioning Inspection can be scheduled.
- Final Commissioning Inspection performed by ED3

**Final Commissioning Inspection** is required **PRIOR** to connecting the solar electrical generation system to ED3's electric grid. Once the Final Commissioning Inspection has been completed by ED3 to verify the size of the system which was installed by the Customer's installation contractor, installation of your Solar Electric Meter will be scheduled by ED3.

**PLEASE NOTE:** ED3 is **not** responsible for the workmanship or materials of the Customer's installation contractor.

ED3 does **not** inspect the installation of the system on your roof.

**PLEASE NOTE: CUSTOMER APPLICATIONS WHICH ARE PLACED IN THE ED3 SOLAR QUEUE ARE SUBJECT TO ALL REVISIONS TO THE REQUIREMENTS OF THE ED3 SOLAR PROGRAM DURING THEIR TIME IN THE SOLAR QUEUE.**

If you have any questions about any of the items listed above,  
please contact our Solar Coordinator at (520) 424-0418 or solar@ed-3.org.

# SOLAR

## PHOTOVOLTAIC DISTRIBUTED GENERATION CUSTOMER GUIDELINES



# SOLAR PHOTOVOLTAIC DISTRIBUTED GENERATION CUSTOMER GUIDELINES

REVISION NO.: 12

EFFECTIVE: 07/02/2015

## **INTRODUCTION**

ED3 has created a policy to allow safe connection and export from residential solar generators to the ED3 distribution system. At this time, ED3 will only accept application for the addition of distributed solar photovoltaic generation systems of a maximum of ten kilowatts (10 kW) or less for Residential accounts, and twenty kilowatts (20 kW) or less for Small General Service accounts, with appropriate integral voltage conversion, synchronization, power quality, and protection circuitry. All Solar Photovoltaic Distributed Generation (“DG”) systems must meet certain electrical criteria to be approved for connection to the ED3 distribution system.

You must work with your contractor to ensure that your generation equipment is installed in a proper and safe manner, and in accordance with all applicable codes, standards, regulations, laws and insurance requirements. In many cases, you will also need to coordinate the installation and approval of your solar electric power generator with the local code inspection authority (City of Maricopa or Pinal County).

Solar generation interconnections may require a System Engineering Analysis, the cost of which will be borne by the Customer. An initial System Engineering Analysis Fee of \$500 (five hundred dollars) will be required to begin the study. Any additional analysis costs will be billed to the Customer in advance and any unused amounts will be returned upon completion of the analysis.

## **APPLICATION PROCESS**

If you are planning to install solar photovoltaic (“PV”) generators less than 10 kilowatts (kW) in a home residence or farm, or solar PV generators of less than 20 kilowatts in a Small General Service business, please use the following process to complete the installation.

### **To be Interconnected**

If you are planning to interconnect your generator with the ED3 electric power distribution system, you need to complete the ED3 “Application for Operation of Customer-Owned Solar Generation” and submit it to ED3. You will also need to sign our ED3 “Agreement for Interconnection of Solar Photovoltaic Distributed Generation”.

### **Not to be Interconnected Installation**

If your small solar generator is NOT to be interconnected with ED3’s electric power system, you will need to contact ED3 and provide information including the electrical capacity, manufacturer and name of your electrical installer. ED3 may require you to send us a copy of your manufacturer information and installation plans. There is no formal application or fee required, but you may use the ED3 “Application for Operation of Customer-Owned Solar Generation” form to provide information to ED3. **The system must be completely isolated from the ED3 electric distribution system under all circumstances.**

## **GENERATORS INTERCONNECTED WITH THE ED3 DISTRIBUTION SYSTEM**

When installing a solar PV generator which will interconnect with the ED3 distribution system, ED3 must review your plans to ensure that ED3 personnel safety and ED3 electric system reliability will not be compromised.

Once we receive your application, ED3 will review your proposed solar PV generator installation. As part of ED3's review of your "Application for Operation of Customer-Owned Solar Generation", ED3 may request additional information regarding your planned installation and may require special steps be taken during the generator installation process.

You may contact our office at any time during this review process to find out the status of your application. If your application is not approved, ED3 will explain the reason or be available to discuss your plans.

As part of our application review process, ED3 will examine the ability of the ED3 electric distribution system to accept your new power generation unit. On certain parts of our system, ED3 may need to replace existing equipment or add some new equipment in order to accommodate your system's generation.

If additional hardware is required, ED3 will incur costs beyond what is normally required to operate and maintain the system to benefit **all** of our customers. Therefore, to be fair to other customers, you may need to pay for any system upgrades that will be needed to support the addition of your planned solar PV generation.

If this is the case for your solar PV installation, ED3 will advise you of the additional cost, and seek your agreement before approving your application. You will also be asked to sign the "System Upgrade Estimate" and the "Agreement for Interconnection of Solar Photovoltaic Distributed Generation", mentioned previously, in which you agree to operate your generator safely, maintain the unit properly, maintain insurance as needed, and that obligates you to reimburse us for the additional expense incurred on your behalf. ED3 will furnish you an advance copy of the contract to review upon request.

#### ***Technical Requirements***

All solar PV systems that will be interconnected with ED3 electric distribution system must meet the following requirements:

- Hardware should be UL approved (when available)
- System design for interconnection should meet the applicable standards set forth in IEEE 1547, "Standard for Interconnecting Distributed Resources with Electric Power Systems"
- National Electrical Code (NEC)
- National Electric Safety Code (NESC)
- ED3 Rules and Regulations

#### ***Power Export to ED3***

If you interconnect your solar PV generator with ED3 distribution system, you will provide all of the **excess** power that your system generates to ED3. Our current program provides for the purchase of power from residential customers up to a maximum of 10 kW AC generation capacity and Small General Service customers up to 20 kW AC generation capacity. ED3 is not willing to wheel excess power for you to sell to other utilities. **ED3 retains the right to refuse generation interconnection by any customer.**

#### ***Inspections Required***

- City of Maricopa or Pinal County Electrical Inspection – when the system passes, the City or County will issue a Clearance for Connection of Solar System.
- ED3 Commissioning Inspection – Upon receipt by ED3 of the City or County Clearance, a Commissioning Inspection will be conducted by ED3 solely to verify the size of the system which was installed by the Customer's installation contractor. This is required by ED3 and upon verification of the system size; the ED3 Solar Electrical Meter will be installed. This is the FINAL step required PRIOR to connecting the Solar Electrical Generation System to ED3's electrical grid.

**PLEASE NOTE:** ED3 is **not** responsible for the workmanship or materials of the Customer's installation contractor.

ED3 does **not** inspect the installation of the system on your roof.

ED3 inspects solely to verify the system size.

**PLEASE NOTE: CUSTOMER APPLICATIONS WHICH ARE PLACED IN THE ED3 SOLAR QUEUE ARE SUBJECT TO ALL REVISIONS TO THE REQUIREMENTS OF THE ED3 SOLAR PROGRAM DURING THEIR TIME IN THE SOLAR QUEUE.**

**Submit your application to the ED3 Solar Coordinator:**

Address: Electrical District No. 3 of Pinal County (ED3)  
41630 W. Louis Johnson Drive  
Maricopa, AZ 85138-5402

Direct Line: (520) 424-0418

Fax: (520) 423-4949

E-mail: solar@ed-3.org

**AGREED TO BY:**

**DG OWNER / OPERATOR:**

Name:  
(Please Print) \_\_\_\_\_

Address: \_\_\_\_\_

Email Address:  
(Required) \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# SOLAR

**APPLICATION FOR  
OPERATION OF  
CUSTOMER-OWNED  
SOLAR GENERATION**



# APPLICATION FOR OPERATION OF CUSTOMER-OWNED SOLAR GENERATION

REVISION NO.: 16

EFFECTIVE: 07/02/2015

**THIS APPLICATION SHOULD BE COMPLETED AS SOON AS POSSIBLE AND RETURNED TO ED3 IN ORDER TO BEGIN PROCESSING THE REQUEST**

**SEE: SOLAR PHOTOVOLTAIC DISTRIBUTED GENERATION CUSTOMER GUIDELINES for additional information.**

**INFORMATION:** *This application is used by ED3 to determine the required equipment configuration for the Customer interface. Every effort should be made to supply as much information as possible.*

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## PART 1

### SERVICE LOCATION

Service Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Designated Meter Type / ED3 Rate: Basic

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### OWNER / APPLICANT INFORMATION

Customer: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address **(Required)**: \_\_\_\_\_

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### PROJECT DESIGN / ENGINEERING (ARCHITECT) (as applicable)

Company: \_\_\_\_\_

ROC#: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Representative: \_\_\_\_\_

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### ELECTRICAL CONTRACTOR (as applicable)

Company: \_\_\_\_\_

ROC#: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Representative: \_\_\_\_\_

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**ADDITIONAL INFORMATION**

*In addition to the items listed above, please attach a detailed one-line diagram of the proposed facility, all applicable elementary diagrams, major equipment (generators, transformers, inverters, circuit breakers, protective relays, etc.) specifications, test reports, etc., and any other applicable drawings or documents necessary for the proper design of the interconnection.*

**PART 3**

**SIGN OFF AREA**

*The Customer agrees to provide ED3 with any additional information required to complete the Interconnection. The Customer shall operate his equipment within the Guidelines set forth by ED3.*

\_\_\_\_\_  
Applicant Name – Please Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Applicant Name – Please Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**PLEASE NOTE:** ED3 is **not** responsible for the workmanship or materials of the Customer’s installation contractor.

ED3 does **not** inspect the installation of the system on your roof.

**PLEASE NOTE: CUSTOMER APPLICATIONS WHICH ARE PLACED IN THE ED3 SOLAR QUEUE ARE SUBJECT TO ALL REVISIONS TO THE REQUIREMENTS OF THE ED3 SOLAR PROGRAM DURING THEIR TIME IN THE SOLAR QUEUE.**

**CONTACT OUR ED3 SOLAR COORDINATOR FOR APPLICATION SUBMISSION AND ADDITIONAL INFORMATION:**

**ADDRESS:** 41630 W. Louis Johnson Drive  
Maricopa, AZ 85138-5402

**DIRECT LINE:** (520) 424-0418

**FAX:** (520) 423-4949

**EMAIL:** solar@ed-3.org

**SOLAR**

**AGREEMENT**

**FOR INTERCONNECTION  
OF SOLAR PHOTOVOLTAIC  
DISTRIBUTED GENERATION**



# AGREEMENT FOR INTERCONNECTION OF SOLAR PHOTOVOLTAIC DISTRIBUTED GENERATION

REVISION NO.: 10

EFFECTIVE: 07/07/2016

Date \_\_\_\_\_

This Interconnection Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Electrical District No. 3 of Pinal County, Arizona, ("ED3"), a political subdivision of the State of Arizona, an electrical district organized under Chapter 12 of Title 48 of the Arizona Revised Statutes, and

\_\_\_\_\_,  
(Print Customer Name)

a Solar Photovoltaic Distributed Generation Owner / Operator ("DG Owner / Operator"), each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

This agreement provides for the safe and orderly operation of the electrical facilities interconnecting the DG Owner / Operator's facility at service location stated below and the electrical distribution facility owned by ED3.

Service Location: \_\_\_\_\_

Type of Service:       Residential                      **OR**                       Small General Service

This Agreement does not supersede any requirements of any by-laws, applicable tariffs, rates, rules and regulations in place between the DG Owner / Operator and ED3.

- 1.      **Intent of Parties:** It is the intent of the DG Owner / Operator to interconnect a solar photovoltaic electric power generator to ED3's electrical distribution system in order to offset electric power supplied by ED3.

It is the intent of DG Owner / Operator to operate the DG facilities in a way that ensures the safety of the public and the ED3 employees.

It is the intent of ED3 to operate the ED3 distribution system to maintain a high level of service to their customers and to maintain a high level of power quality.

- 2.      **Operating Authority:** The DG Owner / Operator is responsible for understanding operating procedures and standards for the solar photovoltaic system. The DG Owner / Operator is responsible for operating and maintaining the generator facility in accordance with all applicable safety and electrical codes, applicable laws, and ED3 operational standards.

ED3 shall ensure that the DG Owner / Operator is aware of the provisions of any applicable ED3 operating procedures and regulations relating to the safe operation of the ED3 electrical power system.

The operating authority for the DG System is:

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

3. **Suspension of Interconnection:** It is intended that the interconnection should not compromise ED3's protection or operational requirements. The operation of the DG Owner / Operator's System and the quality of electric energy supplied by DG Owner / Operator shall meet the standards as specified by ED3. If the operation of the DG Owner / Operator's system or quality of electric energy supplied (in the case of power export) does not meet the standards as specified, then ED3 will notify DG Owner / Operator to take reasonable and expedient corrective action. ED3 shall have the right to disconnect the DG Owner / Operator's System, until compliance is reasonably demonstrated. Notwithstanding, ED3 may in its sole discretion disconnect the DG Owner / Operator's generating plant from the Distribution Facility without notice if the operation of the Generating Plant imposes a threat, in the District's sole judgment, to life or property.
4. **Rates and Fees:** ED3's electricity rates and all other fees are subject to change. These changes may positively or negatively impact any potential economic attributes of your photovoltaic system. As is the case for all customers, the DG Owner / Operator is subject to any and all of these changes. **Any projections of the economic attributes of your system, regardless of the source, are not approved by or binding on ED3.**  

**DG Owner / Operator Initials:** \_\_\_\_\_
5. **Maintenance Outages:** Maintenance outages will occasionally be required on ED3's system, and the District will provide as much notice and planning as practical to minimize downtime. It is noted that in some emergency cases such notice may not be practical. Compensation will not be made for unavailability of ED3's facilities due to outages.
6. **Access:** Access is required at all times by ED3 to the DG Owner / Operator's plant site for maintenance, operating and meter reading. ED3 reserves the right, but not the obligation, to inspect the DG Owner / Operator's facilities.
7. **Liability and Indemnification:** DG Owner / Operator shall assume all liability for and shall indemnify ED3 for any claims, losses, costs, and expenses of any kind or character to the extent that they result from DG Owner / Operator's negligence or other wrongful conduct in connection with the design, construction or operation of DG Owner / Operator's facility.
8. **Term:** This document is intended to be valid for the period of time that the DG Owner / Operator's system is connected to ED3's distribution system. It may be canceled by either party with not less than 30 days' notice to the other party. The DG Owner / Operator's system will be disconnected from ED3's system if the contract is canceled.
9. **Governing Law and Attorney's Fees:** This Agreement shall be governed by Arizona law and if any Party brings any action in respect to its rights under this Agreement, the prevailing Party shall be entitled to reasonable fees and court costs, as determined by the court.
10. **Assignment.** ED3 has to consent to the "Assignment" of this Agreement as a condition of its transfer to "Assignee"

**PLEASE NOTE:** ED3 is **not** responsible for the workmanship or materials of the Customer's installation contractor.  
 ED3 does **not** inspect the installation of the system on your roof.

**PLEASE NOTE:** **CUSTOMER APPLICATIONS WHICH ARE PLACED IN THE ED3 SOLAR QUEUE ARE SUBJECT TO ALL REVISIONS TO THE REQUIREMENTS OF THE ED3 SOLAR PROGRAM DURING THEIR TIME IN THE SOLAR QUEUE.**

**AGREED TO BY DG OWNER / OPERATOR:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Email Address (Required): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ELECTRICAL DISTRICT NO. 3:**

Name: William H. Stacy

Address: 41630 W. Louis Johnson Drive

Maricopa, AZ 85138-5402

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Internal Distribution:      Engineering & Operations / Finance Dept. / Customer Service

# SOLAR

## SOLAR DISTRIBUTED GENERATION POLICY SUMMARY



## SOLAR DISTRIBUTED GENERATION *POLICY* SUMMARY

**REVISION NO.: 5**

**EFFECTIVE: 07/02/2015**

The Solar Distributed Generation Policy serves to provide a framework for Residential and Small General Service Customers to establish on-site Solar Distributed Generation (Solar DG) that is interconnected to the Electrical District No. 3 (ED3) system.

All District Policies are subject to revisions approved at a properly-noticed ED3 Board of Directors Meeting without prior notification to or written consent from the Customer.

### **Generation Capacity Standards Limits**

Residential Interconnections Standard Maximum Limit:	Ten kilowatts (10 kW)
Small General Service Interconnections Standard Limit:	Twenty kilowatts (20 kW)

### **System Engineer Analysis**

Projects **exceeding** the Standard Maximum Limit as defined herein may require a System Engineering Analysis, the cost of which will be borne by the Customer. Fees are listed in the Electric Service Guidelines, Rules and Regulations, **Section 27 – Design Deposit Schedule**. Said Project will be subject to requirements and any additional costs as identified in the System Engineering Analysis.

### **Installation, Operations and Maintenance**

The Solar DG Customer **MUST**:

- Have followed all the procedures to complete all Solar Program agreements and forms.
- Be approved by ED3 prior to any installation or interconnection to ED3's system.
- Pay all deposits and fees associated with the cost of interconnection to ED3's system.
- Obtain all the applicable approvals and releases from either Pinal County or City as applicable.
- Receive a Final Commissioning Inspection from ED3.

The Customer's Solar DG System must meet or exceed the requirements of the Institute of Electrical and Electronics Engineers Inc. (IEEE) "Standard for Interconnecting Distributed Resources with Electric Power Systems".

ED3 is **NOT** responsible for the:

- Maintenance of the Customer's actual Solar DG System, nor does it provide an inspection of the system installed on the Customer's property by the Solar Installation Contractor.
- Workmanship or materials of the Customer's Solar Installation Contractor.
- Financial arrangements made between the Customer and the Customer's Solar Installation Contractor.
- Misconduct of the Solar Installation Contractor, nor does ED3 recommend or endorse any Solar Installation Contractors.
- **Any projections of the economic attributes of your system, regardless of the source, are not approved or binding on ED3.**

## Conditions, Billing and Green Credits

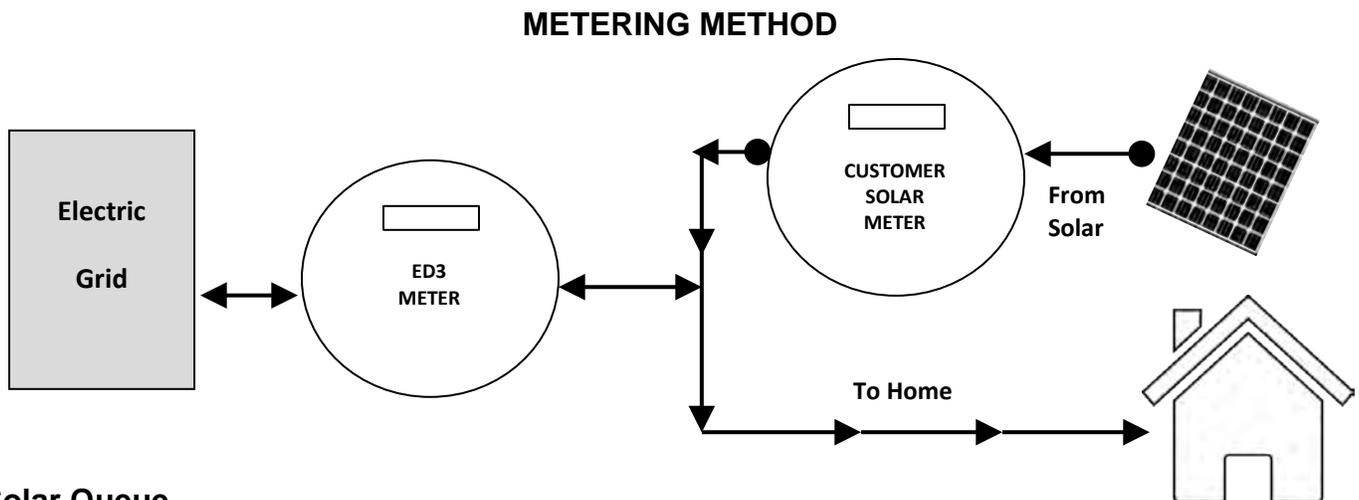
See **Rider No. 8** for a detailed explanation of Conditions required to interconnect with the ED3 System, as well as, Billing and applicability of Green Credits.

## Metering

The Customer's Solar Electrical Meter reads energy generated by the Solar Distributed Generation System.

ED3's Meter reads energy delivered from the electric grid and any energy delivered onto the electric grid from the Solar Distributed Generation System.

ED3's meter does **NOT** read energy generated by the Solar Distributed Generation System that is used by the Customer's home or business.



## Solar Queue

Customer applications that are placed in the ED3 Solar Queue are subject to all revisions made to the ED3 Solar Distributed Generation Program during the Customer's time in the Solar Queue.

## Solar Program Forms

The following Forms are subject to revisions in accordance with the terms of ED3's Electrical Service Guidelines. Completion of all Forms and approvals are required to participate in the ED3 Solar Program.

- ✓ Solar Program Interconnection Process Overview for Residential and Small General Service
- ✓ Customer Owned Solar Generation Checklist
- ✓ Solar Photovoltaic Distributed Generation Customer Guidelines
- ✓ Application for Operation of Customer-Owned Solar Generation
- ✓ Agreement for Interconnection of Solar Photovoltaic Distributed Generation
- ✓ Solar Rider No. 8 – Solar Program – *Buyback* – Residential / Small General Service

All Solar Customer Applications are subject to revisions made to the ED3 Solar Program in accordance with the terms of ED3's Electric Service Guidelines.