

GENERAL RULES AND REGULATIONS

Rules, Regulations or Extension Policy

VII. UNDERTAKINGS OF THE APPLICANT/CONSUMER

A. SERVICE TO NEW INSTALLATION

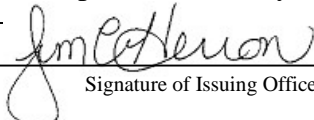
1. When making application for service at a location not previously served, the applicant will provide to the Association the exact location of the premises and the details of all current consuming devices which are to be installed. Upon receipt of such information, the Association will designate a point of delivery at which service connections will terminate and near which the consumer must provide, free of expense to the Association, a suitable place, satisfactory to the Association, for transformer or transformers, meter or meters, or other equipment of the Association, which may be necessary for the fulfillment of such contracts as the consumer may enter into with the Association.
2. When the location of the point of delivery will be such that it can be served only by extending facilities over the property of another, the applicant may be required to secure to, and for, the Association, all necessary and convenient rights-of-way and to pay the cost incident thereto. The Association will delay extension of its facilities over the property of a third party until such time as satisfactory and sufficient rights-of-way will have been procured.

B. ACCESS TO PREMISES

Duly authorized representatives of the Association will have the right to ingress to and egress from the premises of the consumer at all reasonable times for the purpose of reading, testing, inspecting, repairing, replacing or removing its meters or other property, or inspecting the consumer's installation or for the purpose of removing its property on the termination of its contract or on discontinuance of service from whatever cause.

C. RESPONSIBILITY FOR USE OF SERVICE

By accepting service from the Association, the consumer agrees to and does thereby assume full responsibility for the use of service upon the consumer's premises at and from the point of delivery thereof, and for the wires, apparatus, devices and appurtenances thereon used in connection with the service. The consumer will indemnify, save harmless and defend the Association against all claims, demands, cost or expense for loss, damage, or injury to persons or property in any manner directly or indirectly arising from, connected with, or growing out of the transmission or use of service by the consumer at or on the consumer's side of the point of delivery.


Signature of Issuing Officer

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D. PROTECTION OF THE ASSOCIATION'S PROPERTY

By accepting service from the Association, the consumer agrees to protect the meters, equipment and property rights, including rights-of-way, of the Association on his or her premises and will not interfere with or alter or permit interference with or alteration of the Association's meters and other equipment, property or rights-of-way, except by duly authorized representatives of the Association. The cost of any necessary replacements, repairs, or relocation of said meters, equipment, or property rights, including rights-of-way of the Association due to, or caused by, or arising from carelessness, neglect, intentional acts, or misuse by the consumer or other unauthorized persons will be paid for by the consumer. Since the meters, equipment and property rights including rights-of-way are necessary to provide service to the consumer, such cost shall be a cost incurred for utility service rendered by the Association.

E. RECOVERY OF DAMAGES

In the event that Association property is destroyed or damaged by acts of others, and the responsible party is determined, every effort will be made to recover the cost of the damages. The Association will bill the party the costs to replace and/or repair the damages. Charges for labor and equipment needed for the repair will be billed at a current average cost that will be reviewed annually by the Operations Manager. Material will be billed at current book value.

F. NOTIFICATION OF CHANGE

All equipment supplied by the Association for the use of each consumer has a definite capacity and for this reason, it will be the responsibility of the consumer to notify the Association in writing before any change is made in the load characteristics or change of purpose, or of location of his or her installation. Failure to give such notice will render the consumer liable for any damage to meters or accessories, transformers, or wires, of the Association caused by the additional or changed installation.

G. HOUSE/BUILDING MOVING

House and/or building moving along routes where the moving of any structure would cause damage to the overhead transmission or distribution system of the Association must be prearranged by the contractor engaged in the move with the Operations Superintendent of the area.

The contractor must furnish the Association with the anticipated date of the move, the route of travel, and the overall combined maximum height of the structure which is to be moved and the vehicle upon which the structure will be moved.


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G. HOUSE/BUILDING MOVING (cont.)

The Operations Superintendent will estimate the costs involved, including manpower, materials, and equipment to prevent damage to the Association's system.

The contractor must post a bank draft or cash with the Association in the amount of two (2) times the estimated cost before the move.

After the move is complete, the Association will prepare a bill of actual costs for the contractor. The costs will be deducted from the deposit and the balance refunded or a balance due bill will be presented.

H. REIMBURSEMENT FOR TEST DATA

Anyone requesting test data concerning Mountain View Electric Association's electric facilities, except as provided for meter testing in General Rules and Regulations, X. METERS I. J. and for electric and magnetic fields in Administrative Policy A-007, will be required to reimburse the Association the cost incurred. The requesting party will be required to advance the estimated cost of such tests and information prior to any work being performed by the Association. Special tests and information must be requested with sufficient lead time to allow the Association to accomplish these tests without disruption of service or interference with work scheduled. A written report giving the results of such tests will be given to the person requesting the data. The original record will be kept on file at the Association for a period of three (3) years.

After the test is complete, the Association will prepare a bill of actual costs and a refund or balance due bill will be presented.

I. SERVICE ENTRANCE EQUIPMENT

Service entrance equipment will be provided and installed by the consumer at his or her expense at a location acceptable to the Association. Such equipment will be of a type, size, and installation approved by a representative of the local electrical inspection authority and/or the State of Colorado Wiring Inspector.


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J. WIRING AND EQUIPMENT

The Association assumes and accepts no liability for the use, suitability, safety, or adequacy of the consumer's wiring and equipment. Neither does the Association accept any liability for damage or injury resulting from the consumer's use of electric service provided by the Association. However, the Association reserves the right to immediately discontinue service which, after investigation and discovery by the Association, the Association believes could be dangerous or hazardous to life or property. Additionally, the Association reserves the right to prohibit the use of equipment which the Association believes would adversely affect the electric service of other consumers. Such equipment may include but is not limited to the following:

1. Large low-power factor lighting loads (fluorescent);
2. Large motors, single or three-phase;
3. Solid state power supplies or motor controls;
4. Arc welders;
5. Such devices utilizing electrical energy which generate or radiate noise into the radio-television spectrum.

Questions pertaining to the acceptability of any particular equipment will be directed to the Association's engineering staff for resolution.

K. FOREIGN ELECTRICITY

No other source of supply of electricity will be introduced or used by consumer in conjunction with service supplied by this Association, which may injure or damage this Association's equipment and without first giving notice to the Association.



Signature of Issuing Officer

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