



## ELECTRIC SERVICE REGULATION NO. 17

### XVII - LINE EXTENSION POLICY

#### 1. General Information

##### a. General Provisions

##### i. Service Coverage

1. MLEA will provide electric service to all applicants within the boundaries of its service area under the terms and conditions herein and MLEA's regulations.

##### ii. Routes, Easements and Right-of-Way

1. The route of a Line Extension shall be selected by MLEA. All costs of rights-of-way, easements, or licenses to use land and for the clearing and preparation thereof incurred by MLEA shall be included in determining Line Extension cost. MLEA shall have the option to acquire at the applicant's expense, or have the applicant assist MLEA's Right-of-Way Department to acquire right-of-way, easements, and land-use licenses to clear and prepare the land as required by MLEA. The applicant shall allow MLEA unencumbered access to the applicant's premises for all work deemed necessary by MLEA. The applicant may be required to provide proof of ownership of the property.

##### iii. Ownership of Facilities

1. MLEA will own, operate and maintain all Line Extensions made under this policy.

##### iv. Estimates

1. Verbal estimates are not binding on MLEA. Formal written estimates will be provided to applicants as they are available upon request.

##### v. Underground Line Extensions

1. The applicant is responsible for and must furnish the excavation, bedding material as required, and backfill of trenches according to MLEA's specifications. This shall include location and proper protection of all existing underground facilities at the time of excavation.
2. MLEA's installation of a primary distribution line will usually be along front lot lines in subdivisions and mobile home parks.

##### vi. Relocation of Lines

1. MLEA will cooperate with all political subdivisions in the construction, improvement or rehabilitation of public properties by relocating its lines providing:
  - a. A proposed engineering plan is provided
  - b. Reasonable notice is given
  - c. Project costs are agreed upon
2. MLEA will relocate any poles, anchors, or other facilities located on public right-of-way in accordance with the respective applicable franchise agreement with the public entity requesting relocation.
3. Relocation of lines for individuals shall be at the expense of the person making the request unless the relocation will result in substantial improvement in MLEA's facilities or their location.

##### vii. Restrictions

1. Notwithstanding the provisions of this regulation, the extension of MLEA's lines and services shall be subject to such restrictions as may be imposed from time to time, during war or other emergencies, by the laws of the United States, the State of Utah, by executive and administrative proclamations, by orders or regulations of the Public Service Commission of Utah, or by any lawful order of any regulatory authority or governmental body having jurisdiction.

b. Definitions

i. Line Extension

1. Shall mean power line facilities and equipment (including transformer(s) and meter), either Primary and/or Secondary Voltages, constructed beyond MLEA's existing facilities that will supply electrical service to an applicant's Point of Delivery.

ii. Extension Costs

1. Are MLEA's total costs for constructing an extension using the company's standard construction methods, including services, lines, transformers, meters, and other required facilities plus labor, transportation, materials, and overhead charges.

iii. Applicant

1. Shall mean, but is not limited to, any individual, partnership, association, firm, public or private corporation, or governmental agency requesting electrical service from MLEA at any specified location.

iv. Permanent Service

1. Shall mean electrical service to a specified location where the permanency of the service can be reasonably assured.

v. Indeterminate Service

1. Shall mean but is not limited to electrical service to certain residences, mines, quarries, oil wells, industrial, manufacturing, and commercial enterprises of a speculative nature, real estate subdivisions, property being developed for sale, enterprises where the applicant will not be the user of service, locations where there is little or no immediate demand for service, and other services (except that defined hereinafter as "Temporary") where the permanency cannot reasonably be assured.

vi. Temporary Service

1. Shall mean but not be limited to electrical service to circuses, bazaars, fairs, concessions and similar enterprises, construction projects, etc., and other applications where the duration is reasonably considered to be of a temporary nature.

vii. Applicant-Built Line Extension

1. Shall mean a primary or secondary voltage line extension constructed for an applicant by the applicant's licensed contractor other than MLEA or its contractor(s).

viii. Contribution-in-Aid to Construction

1. Contribution shall mean payment made to MLEA for estimated Line Extension costs paid by the applicant.

ix. Primary Voltage

1. Shall mean voltage in excess of 600 volts.

x. Secondary Voltage

1. Shall mean voltage less than 600 volts.

2. Financial Arrangements for Line Extensions

a. General Provisions

- i. MLEA will construct Line Extensions for any member when the estimated cost of the Line Extension is paid for prior to any work commencing.

1. Large Industrial Loads

- a. Large industrial loads involving special construction circumstances will be individually analyzed and the provisions of this Extension Policy applied as agreed upon in writing by the parties.

- b. Adjustment of Constructions Contributions
  - i. For Line Extensions serving Residential, General Service and Irrigation rate schedules, a cost estimate up to \$5,000 shall be considered firm pricing and no adjustments will be calculated. For such Line Extension estimates exceeding \$5,000, if the actual cost is less than the estimate by \$100 or more, then a refund will be issued by MLEA.
  - ii. For Line Extensions serving any other Rate Schedules, payment for the estimated Line Extension costs will be adjusted to reflect the actual costs. If the actual costs are less than the contribution, MLEA will refund the difference. If actual costs exceed the contribution, the applicant will be required to pay the difference when required within the written agreement accepted by both parties prior to construction.
- c. Excess Capacity
  - i. If MLEA elects to install excess capacity in the primary extension to an applicant for future use by additional members, MLEA shall bear the incremental costs to install excess capacity above that normally required to serve the applicant. Excess capacity is usually obtained through installation of an increased conductor size and stronger structures.

### 3. Applicant-Built Line Extensions

- a. General
  - i. The applicant may contract with a properly licensed contractor in the respective state other than MLEA to build a Primary or Secondary Voltage Line Extension. Such an extension will be referred hereafter as an Applicant-Built Line Extension. The applicant must contract with MLEA before starting construction of an Applicant-Built Line Extension. When the Applicant-Built Line Extension has been completed and MLEA approves it, MLEA will connect it to MLEA's facilities and assume ownership.
- b. Liability and Insurance
  - i. The applicant assumes all risks for the construction of an Applicant-Built Line Extension. Before starting construction, the applicant must furnish a certificate naming MLEA as an additional insured for a minimum of \$1,000,000. The applicant may cancel the policy after MLEA accepts ownership of the Line Extension.
- c. Advance for Design, Specifications, Material Standards and Inspections
  - i. The applicant must advance MLEA's estimated costs for design, specifications, material standards and inspections. When the applicant has completed construction, MLEA will determine the actual costs and may adjust that portion of the applicant's advance. If the actual costs exceed the applicant's advance, the applicant may be required to pay the difference before MLEA will accept and energize the Line Extension. If the actual costs are less than the applicant's advance, MLEA will refund the difference.
  - ii. MLEA will estimate the frequency of specific activities to be inspected and convey this to the applicant prior to the signing of the contract. For underground Line Extensions, MLEA may require that an inspector be continuously present whenever installation work is done.
- d. Construction Standards
  - i. The Applicant-Built Line Extension must be constructed in accordance with MLEA's current construction standards for design, specifications, and material standards along MLEA's selected route. Otherwise, MLEA will not accept or energize the Applicant-Built Line Extension.
- e. Rights-of-Way and Title
  - i. The applicant must provide to MLEA all required rights-of-way, easements, an unencumbered title for Applicant-Built Line Extension facilities, and permits on MLEA forms or forms acceptable to MLEA, notarized, and in writing prior to the Applicant-Built Line Extension being energized.
- f. Transfer of Ownership
  - i. Upon approval of the construction by MLEA and following receipt of required written documentation as required by MLEA, MLEA will assume ownership of and energize the

Applicant-Built Line Extension.

g. Deficiencies in Construction

- i. If within 24 months of the time MLEA energized the Line Extension, MLEA determines that the applicant provided deficient material or workmanship in the Line Extension, the applicant must pay the cost to correct the deficiency. At its discretion, MLEA may require that the applicant provide a faithful performance bond before the applicant begins construction.

4. Standard Fees and Charges

a. Application Fees

- i. MLEA may charge Application Fees for any new service construction requests under this policy. The Application Fee shall be set and updated, from time to time, by MLEA’s Board of Directors.
- ii. When an Application Fee is paid by the member and the Line Extension is completed, the Application Fee will be credited towards the final costs of the Line Extension.

b. System Capacity Charges

- i. All new service location account requests that require a Line Extension to provide service will be charged a one-time System Capacity Charge.
- ii. The System Capacity Charge will be based on the member’s installed transformer capacity at each location, whether it is single phase or three phase, as well as, which rate schedule the member will be served.
- iii. System Capacity Charges can be determined from the following table:

		RATE SCHEDULES				
Service Size		R-1	GS-1, GS-3, R-3	I	IS-1, IS-4 to IS-7	LP, LPI, LPS
1-PHASE	100	\$204	\$204	\$153	\$1,071	\$918
	200	\$306	\$306	\$383	\$2,679	\$2,296
	320	\$765	\$765	\$765	\$5,357	\$4,592
	400	\$765	\$765	\$765	\$5,357	\$4,592
	600	\$1,020	\$1,020	\$1,020	\$7,143	\$6,122
	800	\$1,531	\$1,531	\$1,704	\$11,929	\$10,224
	1000	\$1,531	\$1,531	\$1,704	\$11,929	\$10,224
	1200	\$2,041	\$2,041	\$2,551	\$17,857	\$15,306
	1400	\$2,041	\$2,041	\$2,551	\$17,857	\$15,306
	1600	\$3,408	\$3,408	\$2,551	\$17,857	\$15,306
	2000	\$3,408	\$3,408	\$3,398	\$23,786	\$20,388
3-PHASE	100	\$0	\$612	\$306	\$5,357	\$4,592
	125	\$0	\$918	\$459	\$8,036	\$6,888
	200	\$0	\$1,531	\$765	\$10,714	\$9,184
	400	\$0	\$2,296	\$1,148	\$16,071	\$13,776
	600	\$0	\$3,061	\$0	\$21,429	\$18,367
	800	\$0	\$4,592	\$0	\$35,714	\$30,612
	1000		\$4,592		\$35,714	\$30,612
	1200	\$0	\$6,122	\$0	\$53,571	\$45,918
	1400		\$6,122		\$53,571	\$45,918
	1600		\$10,204		\$71,429	\$61,224
	2000	\$0	\$10,204	\$0	\$71,429	\$61,224
	2500		\$15,306		\$107,143	\$91,837
3000		\$15,306		\$107,143	\$91,837	