

RESOLUTION NO. 12125

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESA, ARIZONA DECLARING
AS A PUBLIC RECORD
PROPOSED TITLES AND SCHEDULES OF RULES AND REGULATIONS
FOR CITY-OWNED ELECTRIC UTILITIES**

BE IT RESOLVED by the City Council of the City of Mesa, Maricopa County, State of Arizona, as follows:

Section 1: That the following Titles and Schedules of Rules and Regulations for City-Owned Electric Utilities, true and correct copies of which are attached hereto as exhibits and incorporated herein by reference, are declared to be public records pursuant to A.R.S. §9-801, *et seq.*, three copies of which shall be filed in the Office of the City Clerk and kept available for public use and inspection.

<u>TITLE</u>	<u>SCHEDULE</u>
Rules & Regulations (Electric Utility)	SD05

The attachment shall replace the existing text in its entirety upon adoption.

PASSED AND ADOPTED by the City Council of the City of Mesa, Arizona, this 20th day of November, 2023.

ATTEST:

APPROVED

City Clerk

Mayor

RULES & REGULATIONS (ELECTRIC UTILITY)

SECTION 1: DEFINITIONS

A.

Agreement For Electric Service: The contractual terms and conditions regarding the provision of electric service and/or an electric line extension.

A.R.S.: Arizona Revised Statutes.

B.

Billing Period: The time interval between two consecutive meter readings.

Building: A structure which stands alone or is separated from adjoining structures by fire walls with all openings therein protected by fire doors. If this definition conflicts with local building codes, the local code definition will prevail.

C.

Capacity: The continuous load-carrying ability of Generation, Transmission or other electrical equipment, expressed in megawatts (MW) or megavolt-amperes (MVA).

Class Of Use: A classification of Customer usage type, defined by end use, voltage level, electricity use pattern, Price Plan, or other criteria (e.g., Residential, Non-Residential, Lighting).

Cogeneration: A generator that sequentially produces thermal or mechanical energy and generates electrical energy from the same fuel source.

Connected Load: The sum of the power ratings of the Customer's electrical apparatus connected to Mesa's electric distribution system.

Customer: The person(s) or entity(ies) in whose name service is rendered, as evidenced by the request for such service by the applicant(s), or by the receipt and/or payment of bills regularly issued in their name regardless of the identity of the actual user of the service.

D.

Demand: The rate at which power is delivered during any specified period of time. Demand may be expressed in kilowatts, kilovolt-amperes, or other suitable units.

Distribution Lines: Mesa's lines operated at distribution voltage which are constructed along public roadways or other bona fide right-of-way, including easements on Customer's property.

E.

Energy: Electric energy, expressed in kilowatt-hours.

H.

High-Rise Building: Any Building greater than one story for which Mesa determines that to safely and reliably provide electric service, and to meet NEC or other requirements, an unconventional balance of ownership of equipment may be required.

I.

Interconnection Service: Service available to a Customer owning, leasing, or operating a generation facility, if approved by Mesa. Such service permits a Customer to interconnect with, and in the City's sole and absolute discretion, deliver Power and Energy to, Mesa.

K.

Kilovolt-Ampere (kVA): A unit of power equal to 1,000 volt-amperes.

Kilowatt (kW): A unit of power equal to 1,000-watts.

Kilowatt-Hour (kWh): The amount of electric energy delivered in one hour at a constant rate of one kilowatt. This is the standard measurement for the amount of electricity a Customer uses.

L.

Line: A system of poles, ducts, wires, cable or equipment used for the transmission and distribution of electricity.

Load: A device that can convert the energy of electric current to some useful form of energy.

M.

Master Meter: A meter for measuring or recording the flow of electricity at a single location before distribution to tenants or occupants for their individual usage.

Megawatt: A unit of energy equal to one million watts (1,000,000 watts). The amount of electricity energy required to light ten thousand 100-watt bulbs.

Mesa: The City of Mesa.

Mesa's Electric Standards: Those documents, rules and guidelines which comprise Mesa's standards for the construction, operation and maintenance of the distribution system which may include, but are not limited to the Electric Service Specifications, Interconnection Guidelines for Generators, and Guidelines for Customer Ownership of Substation Equipment, as adopted by the City Manager or designee.

Meter: The instrument and any associated equipment used for measuring, indicating or recording the flow of electricity that has passed through it.

P.

Point Of Delivery: In all cases, unless otherwise specified in writing by Mesa, "Point of Delivery" is the location on the Customer's building, structure, or premises where all wires, conductors, or other current-carrying devices of the Customer join or connect with wires, conductors, or other current-carrying devices of Mesa in the Service Entry Section.

Power: The rate of generating, transferring and/or using electric energy, usually expressed in kilowatts.

Power Factor: The ratio of real power (kW) to apparent power (KVA) for any given load and time and generally expressed as a percentage ratio.

R.

Rate Schedules: Mesa's electric rates as set forth in its adopted utility rate book.

Rules and Regulations: These Rules and Regulations

S.

Schedules: The documents which list the services offered by Mesa, and rates, fees and charges for those services.

Service Entry Section: The necessary electrical facilities, usually consisting of a circuit breaker or switch and fuses, conductors, meter socket(s), pull section(s) and accessories, which constitute the main control and cutoff of the electric supply, and which are installed, owned and maintained by the Customer.

Special Study: Mesa will undertake an economic feasibility analysis to demonstrate the financial impact for the addition of proposed Customers, or for any upgrade required to an existing service. The methodology employed will be applied uniformly and consistently to each customer class.

T.

Terms And Conditions For the Sale of Utilities: Mesa’s terms and conditions for Customer selection, complaint resolution, consumer protection, stranded costs, distribution service rates and charges, system benefit charges, and other related matters as determined in the reasonable discretion of Mesa.

SECTION 2: GENERAL PROVISIONS

1. INTRODUCTION

These Rules and Regulations define the terms and conditions of Mesa’s supply of electric and related services

Implementation and administration of these Rules and Regulations is supplemented by the appropriate Rate Schedules, Mesa’s Electric Standards and the Terms and Conditions.

2. CHANGES TO MESA’S RULES AND REGULATIONS, ELECTRIC RATES, FEES AND CHARGES, AND TERMS AND CONDITIONS

When determining terms and conditions, Mesa may change these Rules and Regulations, or any other price, charge, minimum, demand charge, rate, fee or other pricing term at any time.

SECTION 3: PROVISION OF SERVICE

3A. APPLICATION FOR SERVICE

1. General:

Except where special contract provisions prevail, Mesa provides service to a Customer under and in accordance with these Rules and Regulations. In applying for service, a Customer agrees to be bound by the terms and conditions of these Rules and Regulations, the Rate Schedule(s), Terms and Conditions, Mesa’s Electric Standards, and the Agreement for Electric Service, if applicable.

A. In the case of a new service or a connection to an established service, a Customer, if requested by Mesa, will give information as to the following:

1. Purpose for which service is to be used including a description of major appliances, motors and other electric use equipment.
2. Location (service address).
3. Address to which bills are to be mailed.
4. Whether the Customer is an owner, agent or a tenant of the premises. Application to establish an active account will be accepted only from the person accepting responsibility for billing payment, or an authorized agent thereof.
5. Date Customer will be ready for service.
6. Whether premises have been previously supplied with electrical service.
7. When requested, sufficient financial information about the Customer to enable Mesa to evaluate a Customer’s creditworthiness.
8. Any other related information Mesa deems necessary to provide service under these Rules and Regulations, Rate Schedules, the Terms and Conditions, and Mesa’s Electric Standards.

- B. Mesa will not provide service or install a meter until the Customer has complied with all of the following requirements:
 - 1. Unless otherwise provided herein, settlement of all outstanding indebtedness of the Customer due Mesa, including deposits and guarantees.
 - 2. Installation of service entrance and wiring in compliance with Mesa's Electric Standards.
 - 3. Conformance to applicable requirements of governmental agencies having jurisdiction.
 - 4. Provision of adequate access to the premises for Mesa to install, read, maintain and remove Mesa's facilities.
 - C. The Customer's service characteristics and service requirements help determine the applicable Electric Rate. Mesa can help determine the most advantageous rate for the Customer. However, because of varying Customer usage patterns, Mesa cannot guarantee that the selected rate is the most economical. Mesa will not make any refunds if the Customer would have paid less for service had the Customer been billed on an alternate rate.
 - D. If Mesa approves more than one Point of Delivery for a Building, in accordance with the provisions of Section 5.1.B., a separate submittal of Customer information will be made for each Point of Delivery.
 - E. Mesa will provide service under these Rules and Regulations without regard to race, creed, color, sex, marital status or national origin.
2. Non-Residential:
- Mesa may require applicants for service in classifications other than residential to sign an Agreement for Electric Service which will state the particular Rate Schedule under which the Customer will receive service and the terms thereof.
- A. To be binding on Mesa, all promises, agreements, or representations made by an employee or agent of Mesa must be set forth in a written agreement, signed by a duly authorized employee or agent of Mesa.
 - B. Unless otherwise required by law, service may be discontinued upon expiration of the term stated in the Agreement for Electric Service under which service is rendered. Should Mesa, at its option, continue service beyond the term of the Agreement for Electric Service, such service will be under the terms and conditions provided in the Rate Schedule determined by Mesa to apply from time to time. Continuance of service beyond the term of such Agreement for Electric Service will not constitute a waiver of Mesa's right to discontinue service for lack of an Agreement for Electric Service.
 - C. A request for service may be made by contacting Mesa Business Services.
3. Residential
- A request for service may be made by contacting Mesa Customer Service.

3B. CONDITIONS OF SERVICE

4. General:

Each type of electric service may not be available at a given location. Before making any installation or purchasing equipment the Customer should inquire from Mesa as to the exact character of service which will be available at the Customer's service location. For large installations or special applications, Mesa may only supply service under terms and conditions other than those generally available.

- A. For all Customer-owned generation or energy storage with the ability to generate power onto Mesa's electric distribution system, the Customer must allow metering and monitoring equipment at the site of the generator (monitored at the generator output, in Mesa's sole discretion, even if such generator is "behind" the customer's distribution Meter) in order to verify the reliability and quality of the electric Power connected to Mesa's electric distribution system. The type of metering and units to be metered shall be at Mesa's option. Meters and the location of metering will conform to the specifications, terms, and conditions as outlined.
- C. Mesa may require that any Load for which the use of electricity is intermittent or that causes excessive fluctuations or distortions of Mesa's voltage be supplied through a service separate from all other Loads, or that the Customer provide, at the Customer's expense, suitable equipment to reasonably limit the voltage fluctuations or distortion. Examples include hoists, welders, X-ray machines, furnaces, motors, electric vehicle chargers, energy storage devices, industrial battery chargers, or any other equipment of a character whose operation may impair service to other Customers. Reasonable limits for voltage distortion, measured at the point of common coupling (PCC) include, but are not limited to, harmonics as specified in the Institute of Electrical and Electronic Engineers (IEEE) Standard 519, latest edition, "IEEE Recommended Practices and Requirements for Harmonic Control in Electric Power Systems."

5. Frequency, Voltage and Phase:

Service supplied will be alternating current at a regulated frequency of approximately 60 hertz. Single-phase and three-phase service with accompanying voltages are set forth in the Mesa's Electric Standards.

6. Motor Loads, Alternating Current:

Motor Loads are subject to limitations determined by the Energy Resources Department.

3C. INTERCONNECT SERVICE AND SELF-GENERATION

7. Interconnection Service:

This service may be available to Customers who wish to interconnect with Mesa and who meets Mesa's requirements for interconnection. Interconnection Service is at the sole option of Mesa.

- A. The Customer must enter into an Agreement for Interconnection Service. This agreement supplements the applicable Rate Schedule and these Rules and Regulations, and details the rights and obligations of Mesa and the Customer pertaining to Interconnection Service. All costs of interconnection and metering are the responsibility of the Customer.

- B. Purchases by Mesa of electric Power and Energy from Customers will be made based upon an Agreement for Interconnection Service.
8. Requirements for Submitting Self-Generation Proposals:
- Customer shall provide Mesa a written statement of its intent to seek and ability to operate a self-generation project or equipment and attach a copy of the engineering and economic feasibility studies supporting the proposed self-generation project. Specific requirements can be obtained by contacting Mesa.

SECTION 4: MONETARY PROVISIONS

4A. ADVANCES IN AID OF CONSTRUCTION

- 1. Contribution in Aid of Construction:
 - A. General:
 - 1. Mesa does not pay interest on Contributions in Aid of Construction funds.
 - 2. If Mesa must add to or enlarge its facilities due to the increased Load of an existing Customer or the projected Load of a new Customer, Mesa may require the Customer to pay a Contribution in Aid of Construction.
 - 3. Mesa may require a Customer who requests relocation, modification or other alteration of Mesa's facilities to make a non-refundable Contribution in Aid of Construction.
 - 4. Mesa may require a Contribution in Aid of Construction for any design and construction performed at the Customer's request and which is not specifically covered by the Rules and Regulations. Work will begin only after Mesa determines the proper Contribution in Aid of Construction and any necessary additional terms and conditions.
 - 5. Mesa will require a Customer who requests temporary service facilities to make a non-refundable Contribution in Aid of Construction in the amount of the estimated costs prior to Mesa doing any work.
 - 6. Mesa may require a non-refundable Contribution in Aid of Construction for the facilities required to serve any Load which, based on Mesa estimates, will not provide Mesa an adequate return on investment.
 - 7. For Distribution systems in master planned areas and commercial/industrial subdivisions, Mesa may require both a nonrefundable and a refundable Contribution in Aid of Construction.
 - 8. For Service Laterals, Mesa may require the Customer or developer to provide all trenching, backfill, boring and conduit when facilities are requested or required to be placed underground.
 - 9. Mesa may require a non-refundable Contribution in Aid of Construction for any facilities that will be installed within the Customer's property to provide service to the Customer, other than Service Laterals.
 - 10. The Contribution in Aid of Construction determination will be based on a Special Study in each case. Mesa may, at its option, compute its costs on the basis of standard unit costs as determined from periodic studies made by Mesa of similar construction or removal.

2. Refunds of Contributions in Aid of Construction:
 - A. Mesa will refund any Contribution in Aid of Construction designated as refundable, according to the terms of the refund agreement.
 - B. To be eligible for refund, the Customer must make a refund request and present satisfactory supporting documentation within the time frame provided in the refund agreement. Mesa will make a reasonable effort to pay refunds due within ninety (90) days of a timely request by the Customer.
 - C. Mesa will not make cash refunds of a Contribution in Aid of Construction unless the Customer's bills have been paid in full. Mesa may apply such refunds to any amounts owed to Mesa by the Customer.

4B. RESALE OF ENERGY PURCHASED UNDER MESA STANDARD ELECTRIC PRICE PLANS

3. General:
 - A. Without written notice to and consent from Mesa, a Customer may not resell, redistribute, or re-deliver electric Power and Energy supplied by Mesa except as stated in the following Sections.
 - B. Written notice is not required if the owner or legal tenant of the premises being served elects to accept delivery of Power and Energy to all facilities through one Point of Delivery which is measured through one meter for distribution only to lessees.
 - C. The owner or legal tenant who elects to accept delivery of Power and Energy to all facilities through one Point of Delivery, which is measured through one meter for distribution to lessees, will be responsible for the expense, installation and maintenance of submeters or other devices installed in the Customer's electric distribution system to determine the lessees' electrical usage.
 - D. Revenues collected by the owner or legal tenant from a lessee for lessee's electrical usage must be in accordance with the rules and regulations established by the authorized governmental agencies having jurisdiction thereof.
 - E. If a Customer violates any provision herein, Mesa may disconnect the supply of electric Power and Energy, may refuse to supply electricity and will have the right to use any other available legal remedy to enforce compliance with such provision.

SECTION 5. CONSTRUCTION

5A. LINES

1. General:

Lines and electric connections necessary to supply service to the Customer will be supplied by Mesa in accordance with accepted utility engineering practice and subject to the applicable conditions and provisions of these Rules and Regulations and the Terms and Conditions. All connections to Mesa's Lines will be made by Mesa unless otherwise specifically agreed to in writing in advance by Mesa.

 - A. Only one Service Lateral per Building will be constructed and service will be supplied only under a single set of conditions, such as voltage and number of phases, except that, where two or more Classes of Use are required or if, in Mesa's opinion, the Building is exceptionally large or has extraordinary electric capacity requirements, Mesa may approve more than one Point of Delivery to the Building. Separate applications for service must be made for each delivery and each must be metered separately.

- B. Mesa reserves the right, at any time, to designate the location of its Lines on a Customer's premises and the location of the Point of Delivery and/or Customer's Service Entry Section. Customer's Service Entry Section must be installed in accordance with Mesa's Electric Standards.
 - C. Upon Mesa's request, the Customer must provide Mesa recorded easements or rights-of-way satisfactory to Mesa for Lines and other equipment necessary or incidental to the provision of service by Mesa. The Customer shall be deemed to have granted an easement to Mesa for all Service Laterals located upon the premises of the Customer. Upon Mesa's request, the Customer must allow installation and maintenance of equipment of other utilities on Mesa's rights-of-way located upon property owned or controlled by the Customer. Mesa is not obligated to commence construction on electric system for service to the Customer until each Customer to be served has obtained and delivered to Mesa permanent easements or rights-of-way satisfactory to Mesa. If Mesa agrees, Mesa may obtain such easements or rights-of-way and Customer shall reimburse Mesa for all costs Mesa incurs.
 - D. If the Customer requests relocation or removal of Mesa's facilities upon or from the premises of the Customer, such relocation or removal must be made at the expense of the Customer.
 - E. If electrical service to a location is terminated, Mesa may, in its sole discretion, either remove its Service Lateral or leave all or any portion of such Service Lateral in place. If any portion of the Service Lateral is not removed by Mesa and any person, including the owner of the premises, later requests relocation or removal of such Service Lateral, the relocation or removal may be made at the expense of the requesting person.
 - F. Any overhead or underground construction work not specifically addressed by these Rules and Regulations will be constructed only after a Special Study by Mesa to determine the non-refundable Contribution in Aid of Construction and/or additional terms and conditions.
2. Service Laterals:
- A. Mesa will install an overhead or underground Service Lateral from existing overhead or underground Lines provided the point of attachment is within the distance limits established by Mesa's construction standards, and provided that adequate clearance can be maintained from any obstructions or hazards. If extra facilities are necessary because of excessive distance, a Contribution in Aid of Construction may be required.
 - B. Where only underground Lines are available, overhead Service Laterals will not be constructed to serve Customers.

5B. OTHER CONSTRUCTION STANDARDS

3. Building and Service Entrance:
- A. Customers will provide all wiring within Buildings on their premises (subject to inspection and approval by the Development Services Department) and between the Buildings and the service entrance equipment. The location of the service entrance equipment must be approved in advance by Mesa.

- B. The Customer must install, operate and maintain electrical installations to be safe and adequate at all times. Mesa's Electric Standards shall be used as a guide. Sections of these specifications relevant to the Customer's installation will be furnished upon request. The manual adheres to the "National Electric Code" and is generally compatible with local municipal codes. Mesa's Electric Standards are subject to such additions and revisions required to remain current with code changes and Mesa policy.
 - C. Mesa is not obligated to inspect the Customer's wiring or electrical installation. Mesa may refuse or discontinue service to a Customer if, in Mesa's opinion, any portion of the Customer's installation is unsafe or creates a safety or health hazard. Mesa's review of Customer's wiring or installation shall not be construed as confirming, endorsing, or warranting the safety, durability or reliability of Customer's installation or equipment. The sole purpose of Mesa's review is to evaluate the impact on the City's system, and the requirements for protection thereof.
4. High-Rise Buildings:
- A. The Customer will provide and own all the distribution facilities within a High-Rise Building, except when a study by Mesa indicates a concentration of electrical usage to justify the additional investment and ownership of such facilities by Mesa.
 - B. When Mesa will provide and own the distribution facilities, the Customer or Building owner must provide rights-of-way within the High-Rise Building that are satisfactory to Mesa. In all cases, the raceways dedicated for use of Mesa's facilities will be separated from all other raceways, shafts, etc. within the Building.
5. Meters and Equipment:
- A. Mesa will furnish and install the meter or meters to measure the Power and Energy used by the Customer. The Mesa meter or meters may be installed on the Customer's side of the Point of Delivery and will remain the property of Mesa. The Customer must furnish sufficient space and proper devices for the installation of meters. The meter location must be approved by Mesa and must offer adequate protection of metering equipment. The location must also provide sufficient space and reasonable access for service and meter reading functions. Any Customer contemplating a change in installation or location of meters or equipment must file the proper application for such change with Mesa. After an application has been filed, Mesa may grant to the Customer or Customer's agent permission to access the service entrance equipment meter area.
 - B. The Customer must protect all property of Mesa, including but not limited to Lines, meters, structures, and other equipment located on the Customer's premises, from theft, damage or interference.
 - 1. The Customer shall be responsible for loss of or damage to Mesa property located on the Customer's premise arising from the Customer's neglect, carelessness or misuse and shall reimburse Mesa for the cost of necessary repairs or replacements.
 - 2. The Customer must notify Mesa of any failure of Mesa equipment.
 - C. Mesa will install one meter or set of measuring devices for each Service Lateral, except where individual metering is necessary to bill multiple Customers or different Classes of Use.

- D. A Customer desiring the advantages of having the total electrical usage at a given premise or enterprise billed as a unit must bring wiring to a central point so that the entire Load for a given type of service may be supplied through a single Service Lateral and one meter.
 - E. When two or more Classes of Use exist within a Building, a separate application must be made for each Class of Use. Mesa 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 Mesa.
 - F. When two or more meters are to be installed on the same Building to service different Customers, they must be grouped at a common point. The meter loops for each Customer must be clearly designated and clearly labeled. Arrangements of meter loops and meter boards must be made by the Customer or owner of the Building at a location or locations to be designated by Mesa, and must be installed in accordance with Mesa's Electric Standards or as required by authorized governmental agencies having jurisdiction.
 - G. When electric meters are to be installed on a switchboard, the Customer is responsible for all drilling necessary for Mesa to mount and connect its meters before installation of the meters. A template for such drilling can be obtained from Mesa.
 - H. Metering transformers, if required, will be furnished and installed by Mesa. A Contribution in Aid of Construction may be required for them.
 - I. Except as may be provided in the Customer's Agreement for Electric Service, any device or equipment installed by Mesa on the Customer's premises will be owned and maintained solely by Mesa regardless of any Contribution in Aid of Construction or deposit which may have been provided.
 - J. If a Customer, such as the operator of a mobile home park, desires that the Master Meter being used to bill the Customer be replaced with multiple meters billed individually to individual tenants, the Customer shall contact Mesa regarding the matter. Mesa will then inspect the Customer's premises and determine the physical changes required to convert from master metering to individual metering. The Customer may be required to pay a Contribution in Aid of Construction for any new or upgraded facilities which Mesa determines are necessary. The Customer will also be responsible for removal of all Customer-owned electrical facilities no longer required to provide electric service.
6. Point of Delivery:
- A. In all instances, Mesa will determine the Point of Delivery. Upon request, Mesa shall provide a specific determination of the location of the Point of Delivery of any electrical service. In all instances the location of the Point of Delivery will be subject to final determination by Mesa.
 - B. Location of metering facilities shall be determined by Mesa and may or may not be the same location as the Point of Delivery.
 - C. Customer shall be responsible for contacting Mesa to de-energize electrical facilities up to and including the Point of Delivery prior to performing any maintenance, repair and replacement of Customer facilities.
 - D. In all instances, the Customer shall be responsible for the ownership, maintenance, repair and replacement of all Customer facilities including, but not limited to, the weatherhead, Service Entry Section, gutter box, and all conductor and conduit after the Point of Delivery (unless otherwise agreed to in writing by Mesa).

- E. Mesa is responsible for construction, maintenance and operation of Mesa's facilities. Mesa will at all reasonable times, as a condition of service and in accordance with these Rules and Regulations, have the right of access to Mesa's facilities, including termination connections.
7. Voltage:
- A. Mesa will furnish and install the necessary transformation equipment to furnish the Customer with service at one of the nominal voltages specified in the applicable Mesa Price Plan. Mesa reserves the right to install the transformer and related facilities in a manner which promotes the overall efficiency and reliability of Mesa's electric distribution system and which provides service consistent with recognized utility practices to the Customer's Point of Delivery in accordance with these Rules and Regulations.
 - B. Mesa will provide service to large non-residential Customers from Mesa's facilities built based on Mesa standards applicable to the type and character of service to be furnished.

SECTION 6. LIABILITY AND RESPONSIBILITY CUSTOMER'S EQUIPMENT AND ITS OPERATION

6A. GENERAL

1. General:
- Mesa 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 Mesa. All motors connected to Mesa Lines must be of a type that will not require starting current deemed unreasonable by Mesa, or will be equipped with protective devices to restrict the starting current to limits acceptable to Mesa. Mesa may require that motor loads of less than 5 horsepower be single phase.
2. Generation on Customer's Premises including Backup Generators:
- Energizing equipment connected to the Mesa electric distribution system could act as a source of electrical backfeed, causing injury or death to electric utility personnel working on the overhead or underground power lines in the vicinity. No electrical generation device may be connected to any portion of a Customer's electric system that is connected to the Mesa electric distribution system unless Mesa has been notified of and approved such connection. Such notification and approval must each be in writing. If a Customer desires its or a third party's generation device to be directly or indirectly connected to Mesa's electric distribution system through the Customer's electric system, the Customer must first enter into an Interconnection Service Agreement with Mesa. Customer may refer to Mesa's applicable interconnection agreement for technical information about connecting generators to the Mesa electric distribution system.
- A. For Customer Load normally served from the Mesa electric distribution system, which can also be switched to a Customer's generator if the Mesa electric distribution system is de-energized, an open type transfer switch shall be installed between Mesa's and Customer's electric systems. This switch shall electrically and mechanically prevent connection of the Customer's generator to Mesa's electric distribution system. The Customer should contact Mesa if the Customer has any questions regarding these requirements.
3. Customer-Owned Substations:
- Customers who own substations connected directly to the Mesa 69kV transmission system shall conform to Mesa's Electric Standards.

4. Power Factor:

Mesa may include adjustments to bills for Loads for which the Power Factor falls below 95 percent lagging at any metering point during any Billing Period. If a Customer's Load operates at less than 95% Power Factor, Mesa may require the Customer to provide, at Customer's expense, corrective equipment to increase the Power Factor to at least 95%.

5. Single Phasing and Phase Reversal Protection:

A. Mesa shall not be responsible to the Customer, and the Customer shall release Mesa for damage to motors, other current-consuming equipment, and/or devices mechanically or electrically connected to such equipment, resulting from any phase reversals, single-phasing of three-phase service, or other similar conditions except when such damage is the direct result of Mesa's gross negligence.

B. For three-phase motors driving elevators, hoists, tramways, cranes, conveyors, or other equipment which could create hazard to life in the event of uncontrolled reversal of motor rotation, the Customer must provide reverse-phase and open-phase protection, at the Customer's expense, to completely disconnect the motors from their electrical energy source in the event of phase reversal or loss of one or more phases.

6. Changes in Installation:

Each of Mesa's service wires, transformers, meters and other devices used to supply electricity to the Customer's installation has a maximum capacity. Customer must obtain prior written consent of Mesa to increase the Connected Load. Failure to obtain such consent may result in damage to Mesa's equipment, extended interruption of the Customer's service, and damage to equipment of other Customers. When such damage is due to failure of the Customer to obtain consent, Mesa may require the Customer to pay any and all damages including the cost to repair or replace the damaged equipment.

7. Timing.

Mesa will make reasonable efforts to complete the installation of new or replacement facilities within a reasonable time period, also considering the Customer's needs and capacity required, the existing circumstances and conditions, and its obligations to other Customers, but shall not be liable for any delays in completion of such installation.

6B. LIABILITY

8. Liability

A. Mesa, Mesa officials, agents and employees shall not be liable for any and all damages, losses, liabilities, claims, and/or costs for damages or loss to property or injury to persons due to the delivery of electricity, use of electricity, and/or delivery of service at or on the Customer's side of the Point of Delivery or due to the Customer's delivery of electricity to Mesa.

B. Mesa shall not be liable for damage or loss to property or injury to persons due to the delivery of electricity, use of electricity, delivery of service and/or due to the location of Mesa's facilities and equipment near or on a Customer's premises.

C. In this section, "damages" shall include all losses, harm, costs and detriment, both direct, indirect and consequential, suffered by the Customer or third parties.

D. Under no circumstances shall Mesa be liable to the Customer or third parties for lost revenues or profits, indirect or consequential damages or punitive or exemplary damages.

9. Continuity of Service / Service Interruptions

- A. Mesa shall make reasonable efforts to supply a satisfactory and regular level of service and/or delivery of electricity, but does not assure or guarantee a continuous and uninterrupted service level and/or delivery of electricity to Customers. Mesa will, considering the existing circumstances and conditions and without undue preference or obligation to any Customer, make reasonable efforts to provide satisfactory service and to avoid unreasonable loss, suspension or curtailment of service. The City cannot, and does not, warrant or guarantee a continuous or uninterrupted level of service or delivery of electricity to Customers. Service may at any time be suspended or curtailed due to emergencies, performing maintenance, making repairs, extending or replacing the System, other necessary work, or pursuant to the provisions of these Rules. Mesa will endeavor to provide notice of outages where reasonable and practicable.
- B. The City shall not be liable, however, for damages, losses or claims of any kind arising from or attributable to loss, suspension, or curtailment of service, including but not limited to that resulting from:
 - 1. Any cause which Mesa could not have reasonably foreseen or made provision for (i.e., force majeure as set forth below);
 - 2. Intentional service interruptions to make repairs or perform routine maintenance or make changes or improvements to Mesa's electric distribution equipment and system;
 - 3. Public safety reasons;
 - 4. Elimination of the possibility of damage to Mesa's property or to the person or property of others;
 - 5. A limitation of electricity or reduction in voltage;
 - 6. Curtailment, including blackouts or brownouts.
- C. Mesa shall not be liable for any damage or claim of damage attributable, but not limited to, any temporary, partial, or complete interruption or discontinuance of service or delivery of electricity under this Section or attributable to a force majeure. A force majeure is defined as, but not limited to, flood, rain, wind, storm, earthquake, landslide, fire, washout, lightning, or other acts of the elements, or explosion or accident or war, rebellion, civil disturbance, mobs, riot, blockade or other act of the public enemy, or acts of God, or interference of civil and/or military authorities, or strikes, lockouts or other labor difficulties, or vandalism, sabotage or malicious mischief, or usurpation of power, or the laws, rules, regulations, or orders made or adopted by any regulatory or other governmental agency or body (federal, state, or local) having jurisdiction of any of the business affairs of Mesa or the Customer, direct or indirect, or breakage or accidents to equipment or facilities, or lack, limitation or loss of electrical or fuel supply, or any other casualty or cause beyond Mesa's reasonable control, whether or not specifically provided herein and without limitation to the types enumerated, and which by the exercise of due diligence such party is unable to prevent or overcome; provided, however, that nothing contained herein shall excuse the Customer from the obligation of paying for electricity delivered or services rendered.
- D. Mesa's failure to settle or prevent any strike, labor dispute, or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within Mesa's control.

- E. Mesa will make reasonable efforts to reestablish lost service considering in all cases the Customer's needs and capacity required, the existing circumstances and conditions, and its obligations to other Customers. The restoration of service will be performed by Mesa in the manner which, in the opinion of Mesa, will result in the greatest public benefit.

6C. ACCESS

- 10. Access to Premises:
 - A. In accepting service, the Customer grants to Mesa'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, inspecting or maintaining any of Mesa's meters, wires, poles, transformers, or other facilities.
 - B. All employees authorized to do work for Mesa on the premises of the Customer shall carry badges or other suitable identification, which they are instructed to show to the Customer upon request.

6D. ENCROACHMENTS

- 11. Vegetation Encroachments and Hazards:
 - A. When vegetation (trees, shrubs, vines, etc.) on a Customer's premises encroaches upon any of Mesa's Lines or other equipment and interferes with Mesa's ability to safely operate, maintain and protect the Mesa electric distribution system, Mesa has the right to prune or remove the vegetation and may charge the Customer for Mesa's costs to do so. Mesa shall not be liable to Customer for any damages associated with the pruning or removal of such vegetation, including, but not limited to, the value of or replacement cost of such vegetation.
- 12. Structural Encroachments and Hazards:
 - A. A Customer shall not construct or install any structure (including walls, fences, mailboxes and other permanent objects) or excavate or place fill near any Mesa electric facilities (whether overhead or underground) in such a manner that such structure, excavation or fill interferes with Mesa's ability to safely operate, maintain and protect the Mesa electric distribution system. Customer must at all times maintain all clearances from Mesa facilities as specified in the National Electric Safety Code, in Arizona Revised Statutes § 40-360.21 et seq. (regarding activities near underground facilities) and § 40-360.41 et seq. (regarding activities near overhead power lines), in any applicable Mesa easement or other right-of-way document, or otherwise required by law, rule or regulation. Customer is responsible for properly locating and protecting underground Mesa facilities by obtaining an appropriate Blue Stake clearance before any excavation is made. The Blue Stake telephone number is 811.
 - B. Mesa reserves the right to remove or modify any structure, fill any excavation, or remove any fill that encroaches upon Mesa's electric facilities and interferes with Mesa's ability to safely operate, maintain and protect the Mesa electric distribution system and may charge the Customer for Mesa's costs to do so. Mesa shall not be liable to Customer for any loss of or damage to Customer's property resulting from such action.