

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESA, ARIZONA
DECLARING AS A PUBLIC RECORD
PROPOSED TITLES AND SCHEDULES OF TERMS AND CONDITIONS
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 Terms and Conditions for City-Owned Electric Utilities, true and correct copies of which are attached hereto 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>
Terms & Conditions for Electric Service	ETC

Additions to the text in the attachments are shown in bold, and underline: **Abc**

Deletions to the text in the attachments are shown in strike-outs: ~~Abe~~

PASSED AND ADOPTED by the City Council of the City of Mesa, Arizona, this 21st day of November, 2022.

ATTEST:

APPROVED

City Clerk

Mayor

SCHEDULE ETC-SO (ELECTRIC UTILITY)

TERMS AND CONDITIONS FOR STANDARD OFFER AND DIRECT ACCESS SERVICES ELECTRIC SERVICE

The following terms and conditions (**Electric Terms**) and ~~any changes authorized by the City of Mesa (Mesa)~~ will apply to ~~Standard Offer and Direct Access Services~~ **Electric Utility Service**, under the established rate **schedule(s)** ~~adopted~~ **or rates authorized** by Mesa and currently applicable at time of sale.

The **Electric Terms and Conditions for Standard Offer and Direct Access Services** referenced herein **supplement and as applicable** supersede the Terms and Conditions for the Sale of Utilities as applied specifically to the ~~regarding~~ City of Mesa electric utility services. ~~All other components of the Terms and Conditions for the Sale of Utilities remain in effect for the other utilities.~~

1. GENERAL

- 1.1 Services will be supplied in accordance with these **Electric Terms** and ~~any changes required by Mesa~~, and such applicable rate ~~or rates~~ **schedules** as may from time to time be ~~authorized~~ **adopted** by Mesa. However, in the case of a Customer whose electric service requirements are of unusual size or characteristics, ~~Mesa's~~ approval of additional or special contract arrangements **by the Mesa City Council** may be required **as determined in the City's sole discretion**.
- 1.2 These **Electric Terms** shall be considered a part of all ~~Standard Offer and Direct Access Services~~ **electric service** rate schedules, ~~except where specifically changed by a written agreement.~~
- 1.3 In case of a conflict between any provision of a rate schedule and these **Electric Terms**, the provisions of the rate schedule shall apply.
- 1.4 Services are subject to the availability of adequate capacity, voltage and City of Mesa facilities at the beginning point of an extension, as determined by the City of Mesa. All services extensions will be designed and constructed for operation at standard voltages used by the City of Mesa in the area in which the City of Mesa extension facilities are located. At the request of an applicant, the City of Mesa may, at its option, deliver service for special applications of non-standard or higher voltages with prior approval from the City of Mesa Energy Resources Department.**
- ~~1.41.5~~ **1.5** Mesa will supply electric service at the standard voltages specified in the Electric Service Requirements Manual published by Mesa and is responsible for distribution services, emergency system conditions, outages and safety situations related to Mesa's electric distribution system. **In the case of a conflict between any provision of the Rules and Regulations and these Electric Terms, the provisions of these Electric Terms shall apply.**
- ~~1.51.6~~ **1.6** Mesa will **consider the existing circumstances and conditions and without undue preference or obligation to any Customer**, use reasonable diligence to supply ~~steady and continuous~~ electric service, but does not **warrant or** guarantee the electric service against fluctuations, **intermittency**, or interruptions, **nor does the City warrant or guarantee any level of supply sufficiency**. Mesa will not be liable to the Customer for any damages occasioned by fluctuations or interruptions, or by failure to begin supplying electric service from causes beyond Mesa's reasonable control. Mesa may, without incurring any liability therefore, suspend electric service for periods ~~reasonably~~ necessary to accomplish repairs to or changes in any of Mesa's electric facilities **or in the event of an emergency**.
- ~~1.61.7~~ **1.7** All monies must normally be paid at the time service is requested.

- ~~1.7~~**1.8** ~~Charges for installing new electric services and/or meters will be in accordance with the current schedule of Charges for Utility Related Services and Schedule of Fees and Charges.~~**The City will make reasonable efforts to reestablish service when service interruptions occur, 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 in the manner which, in the opinion of the City, will result in the greatest public benefit.**

- 1.9 The City will also make reasonable efforts to complete the installation of new facilities within a reasonable time period, also considering the Applicant'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.**

2. ESTABLISHMENT OF SERVICE

Each parcel of real property within Mesa's service territory will be served from a public main line and separate connection directly adjacent to the real property receiving electric service. Each such parcel shall have frontage on a dedicated public rights-of-way and easements meeting the requirements of the City of Mesa. The minimum width of such frontage shall be the minimum required by the applicable zoning classification. All real property authorized to receive service shall develop in compliance with all applicable City Codes, regulations, standards and other requirements established by the City of Mesa. No group of structures may be served by one (1) meter unless (i) situated on the same real property and (ii), under one (1) ownership, or unless approved by City. No sale or transfer of service from one real property ownership to another shall be permitted. In the event that any real property with electric service is subdivided and any portion of that real property is subsequently sold to another party, a public main extension and/or meter relocation will be required as necessary to make service directly adjacent to each new lot so created.

- 2.1 Application for Service - Customers requesting service may be required to appear at Mesa's place of business to produce proof of identity before service is supplied by Mesa.

2.1.1 In the absence of a signed application or contract for service the supplying of ~~Standard Offer and/or Direct Access Services~~**electric service** by Mesa and acceptance thereof by Customer shall be deemed to constitute a service agreement by and between Mesa and Customer for delivery of, acceptance of, and payment for service, subject to Mesa's applicable rates and Rules and Regulations **and these Electric Terms.**

2.1.2 Where service is requested by two or more individuals, Mesa shall have the right to collect the full amount owed Mesa from any one of the Applicants.

2.2 RESERVED

- ~~2.3 Direct Access Service Request (DASR) – A direct access service request charge plus the appropriate tax adjustment will be assessed to the Electric Service Provider (ESP) submitting the DASR each time Mesa processes a Request (RQ) type DASR as specified in Mesa's Schedule TC DA, Terms and Conditions for Direct Access Service.~~

- 2.4 Grounds for Refusal of Service - Mesa may refuse to connect or reconnect ~~Standard Offer or Direct Access Service~~**electric service** if any of the following conditions exist:

2.4.1 Applicant has an outstanding amount due with Mesa for utility services and is unwilling to make arrangements with Mesa for payment.

2.4.2 A condition exists which in Mesa's judgment is unsafe or hazardous.

- 2.4.3 Applicant has failed to meet the security deposit requirements set forth by Mesa as specified under ~~Section 2.6~~.
 - 2.4.4 Applicant is known to be in violation of Mesa's rate schedules.
 - 2.4.5 Applicant fails to furnish such funds, service, equipment, and/or rights-of-way required to serve Applicant and which have been specified by Mesa as a condition for providing electric service.
 - 2.4.6 Applicant falsifies his or her identity for the purpose of obtaining service.
 - 2.4.7 Service is requested by an Applicant and a prior Customer living with the Applicant owes a delinquent bill.
 - 2.4.8 Applicant is acting as an agent for a prior Customer who is deriving benefits of the service and who owes a delinquent bill.
 - 2.4.9 Applicant has failed to obtain all required permits and/or inspections indicating that Applicant's facilities comply with local construction and safety codes.
- 2.5 Establishment of Credit or Security Deposit
- 2.5.1 Residential Establishment of Credit or Security Deposit:

Residential customers are normally required to place a deposit. Mesa may waive the security deposit from a new Applicant for residential service if Applicant is able to meet any of the following requirements:

 - A. Applicant has had service of a comparable nature with Mesa within the past two (2) years and was not delinquent in payment more than twice during the last twelve (12) consecutive months or disconnected for nonpayment.
 - B. Applicant can produce a letter regarding credit or verification from an electric utility where service of a comparable nature was last received within the last 12 months, which states Applicant had a timely payment history at time of service discontinuation.
 - C. In lieu of a security deposit, Mesa receives a low risk credit rating verification from a credit rating service deemed acceptable by Mesa.
 - 2.5.3 Residential Establishment of Security Deposit - When credit cannot be established as provided for in Section 2.5.1 hereof or when it is determined that Applicant left an unpaid final bill owing to another utility company, Applicant will be required to:

Place a cash deposit to secure payment of bills for electric service as prescribed herein.
 - 2.5.4 Nonresidential Establishment of Security Deposit - All nonresidential customers may be required to:
 - A. Place a cash deposit to secure payment of bills for electric service as prescribed herein.

- B. In lieu of a security deposit, Mesa receives a pre-approved low risk credit rating verification from a credit rating service deemed acceptable by Mesa.
- C. Provide a non-cash security deposit in the form of a Surety Bond in an amount equal to the required security deposit.

2.6 Re-establishment of Security Deposit

- 2.6.1 Residential service- Mesa may require a residential Customer to establish or re-establish a security deposit if Customer becomes delinquent in the payment of more than two (2) bills within a twelve (12) consecutive month period or has been disconnected for non-payment during the last twelve (12) months.
- 2.6.2 Nonresidential service- Mesa may require a nonresidential Customer to establish or re-establish a security deposit if the Customer becomes delinquent in the payment of more than two (2) bills within a twelve (12) consecutive month period or if the Customer has been disconnected for non-payment during the last twelve (12) months, or when the Customer's financial condition may jeopardize the payment of their bill, as determined by a credit scoring service.

2.7 Security Deposits

- 2.7.1 Mesa reserves the right to increase security deposit amounts applicable to the services being provided by Mesa:
 - A. If the Customer's average energy consumption increases by more than ten (10) percent for residential accounts within a twelve (12) consecutive month period and five (5) percent for nonresidential accounts within a twelve (12) consecutive month period or,
 - B. ~~If the Customer chooses to change from Standard Offer to Direct Access Services, the deposit may be decreased by an amount which reflects that portion of the Customer's service being provided by an ESP or,~~ Reserved.
 - C. ~~If the Customer chooses to change from Direct Access Services to Standard Offer Services, the requested deposit amount may be increased by an amount pursuant to Section 2.5, which reflects that Mesa is providing bundled electric service.~~
- 2.7.2 Separate security deposits may be required for each service location.
- 2.7.3 Customer security deposits shall not preclude Mesa from terminating ~~agreement for service or~~ suspending electric service for any failure in the performance of Customer's obligation under ~~the~~ these Electric Terms or any agreement for service.
- 2.7.4 Deposits (cash and non-cash) are applied to the final bill when all City services are terminated. Customers-of-record subject to the provisions of Mesa City Code Title 5, Chapter 10 shall next have the deposit balance applied to any Mesa accounts receivable balances that arise from Mesa privilege, use, or transient occupancy tax liabilities. Deposits shall also not be refunded unless and until the Customer-of-Record files all delinquent privilege, use, or transient occupancy tax returns. Any remainder is refunded to the Customer-of-record.
- 2.7.5 ~~For refunds resulting from the customer changing from Standard Offer Services to Direct Access Services, the differences in the deposit amounts will be applied to the customer's account.~~

- 2.7.65 Residential accounts will be assessed a security deposit, to be adjusted as required, for the services being provided by Mesa.

Subject to the tax set-off provisions in Section 2.7.4, deposits will be eligible to be returned or credited to Customer's account after twelve (12) consecutive months of service, provided Customer has not been delinquent more than twice in the last 12 months.

- 2.7.76 Nonresidential security deposits shall be set at two and one-half (2-1/2) times Customer's maximum monthly billing as estimated by Mesa for the service being provided by Mesa.

Subject to the tax set-off provisions in Section 2.7.4, deposits and non-cash deposits on file with Mesa, upon request, will be reviewed after thirty-six (36) months of service and will be returned provided Customer has not been delinquent more than twice in each of the three (3) previous twelve (12) month periods, in the payment of bills or disconnected for non-payment during the previous twelve (12) consecutive months unless the Customer's financial condition warrants extension of the security deposit. The refund is subject to the Privilege Tax Licensee provisions contained in Section 2.7.4.

3. RATES

3.1 Rate Information

~~Mesa shall provide a copy of any rate schedule applicable to that Customer for the requested type of electric schedule. Because of varying Customer usage patterns and other reasons beyond its reasonable knowledge or control, Mesa cannot guarantee that the most economic applicable rate will be applied. Mesa will not make any refunds in any instances where it is determined that Customer would have paid less for service had Customer been billed on an alternate applicable rate or provision of that rate.~~ **Rate schedules are available for review on the City's website at:**

<https://www.mesaaz.gov/government/office-of-management-budget/utility-rates>

3.2 ~~Standard Offer Service~~ Optional Rates

Certain optional ~~Standard Offer Service~~ rate schedules applicable to certain classes of service allow the Customer the option to select the rate schedule to be effective initially or after service has been established. Customer desiring service under an alternate rate schedule after service has been established must make such request in writing to Mesa. Billing under the alternate rate will become effective from or after the next meter reading, or when the appropriate metering equipment is in place. No further changes, however, may be made within the succeeding twelve-month period. Where the rate schedule or contract pursuant to which Customer is provided service specifies a term, Customer may not exercise its option to select an alternate rate schedule until expiration of that term.

- 3.4 ~~Direct Access Service rate selection will be effective upon the next regular meter read date if the DASR is processed fifteen (15) calendar days prior to that date and the appropriate metering equipment is in place. If a DASR is made less than fifteen (15) days prior to the next regular read date, the effective date may be at the next meter read date thereafter. The above timeframes are applicable for Customers changing their selection of ESP or for Customers returning to Standard Offer Service in accordance with the Rules and Regulations.~~

~~3.5 Any Customer making a Direct Access Service rate selection may return to Standard Offer Service in accordance with the Rules and Regulations. However, such Customer will not be eligible for Direct Access Services for the succeeding twelve (12) month period. If a Customer returning to Standard Offer Service, in accordance with the Rules and Regulations, was not given the required notification by their ESP of its intent to cease providing competitive services, then the above provision will only apply if the Customer fails to select another ESP within sixty (60) days of returning to Standard Offer Service.~~

4. BILLING AND COLLECTION

4.1 Customer Service Installation and Billing - Service billing periods normally consist of approximately 30 days unless designated otherwise under rate schedules, through contractual agreement, or at Mesa's option.

4.1.1 Mesa normally meters and bills each premise separately; however, adjacent and contiguous premises not separated by private or public property or right of way and operated as one integral unit under the same name and as a part of the same business, ~~will~~may be considered a single premise at Mesa's option.

4.1.2 Customer service installation will normally be arranged to accept only one type of standard electric service at one Point of Delivery to enable service measurement through one meter. If Customer requires more than one type of electric service, or total service cannot be measured through one meter according to Mesa's regular practice, separate meters will be used and separate billing rendered for the type of service measured by each meter.

4.2 Collection Policy - The following collection policy shall apply to all Customer accounts:

4.2.1 All bills rendered by Mesa are due and payable upon presentation and are past due after the due date. Any payment not received within this time frame shall be considered delinquent. All delinquent bills for which payment has not been received shall be subject to the provisions of Mesa's termination procedure. Mesa reserves the right to suspend or terminate Customer's service for non-payment of any services provided by Mesa, including but not limited to i) delinquent service bills; ii) non-payment of service connection charges; iii) non-payment of security deposits; iv) non-payment of meter test charges; v) non-payment of any dishonored payment charges; vi) non-payment of late charges, vii) non-payment of collection charges. All delinquent charges will be subject to a late charge. When the Customer is subject to Mesa City Code Title 5, Chapter 10, Mesa may apply any privilege, use, or transient occupancy tax credit or refund to the utility account in order to satisfy any unpaid utilities debt before the Customer receives such tax credit or refund.

4.2.2 If a non-payment disconnection notice must subsequently be produced and mailed, an additional charge will be billed to defray the cost of producing and mailing this notice.

4.2.3 If Customer has two or more electric services with Mesa and one or more of such services is terminated for any reason leaving an outstanding bill and Customer is unwilling to make arrangements with Mesa for payment, Mesa shall be entitled to transfer the balance due on the terminated service to any other active account of Customer for the same class of service. The failure of Customer to pay the active account shall result in the suspension or termination of service there under.

4.2.4 ~~Unpaid charges incurred prior to Customer selecting Direct Access Service will not delay the Customer's request for Direct Access Service. These charges remain the responsibility of the Customer to pay. Normal collection activity, including discontinuing service, will be followed for failure to pay.~~

4.3 Responsibility for Payment of Bills

4.3.1 Customer is responsible for the payment of bills until electric service is ordered discontinued and Mesa has had reasonable time and access to secure a final meter reading for those services involving energy usage, or if non-metered services are involved until Mesa has had reasonable time to process the disconnect request.

4.3.2. Subject to the tax set-off provisions in Section 2.7.4, when an error is found to exist in the billing rendered to Customer, Mesa will correct such an error to recover or refund the difference between the original billing and the correct billing. Such adjusted billings will not be rendered for periods in excess of three (3) years from the date the error is discovered. Any refunds to Customer resulting from adjusted billings will be made promptly upon discovery by Mesa, subject to the Privilege Tax Licensee provisions set forth in Section 2.7.4. Under billings by Mesa shall be billed to Customer who shall upon request, be given an equal length of time, such as number of months under billed, to pay the back bill on a level installment basis without late payment penalties, unless there is evidence of meter tampering or energy theft. This payment arrangement will become null and void if payments are not received by the bills' due dates; normal collection procedures and late fees will then apply.

~~4.3.3. Any overpayment made on a Customer's account that results in a credit to the account shall be available to offset their Mesa Privilege Tax Licensee's account receivable balances in conformity with Section 2.7.4.~~

4.4 Dishonored Payments - If Mesa is notified by the Customer's financial institution that they will not honor a payment tendered by Customer for payment of any bill because: i) there are insufficient funds; ii) the account has been closed; (iii) Customer has sent a "stop payment" request; or (iv) any other reason the financial institution will not honor Customer's payment, Mesa may require the Customer to make payment in cash, by money order, certified check, or other means which guarantee the Customer's payment to Mesa.

4.4.1 Customer shall be charged a fee for each instance where Customer tenders payment of a bill with a payment that is not honored by Customer's financial institution.

4.4.2 The tender of a dishonored payment shall in no way (i) relieve Customer of the obligation to render payment to Mesa under the original terms of the bill, or (ii) defer Mesa's right to terminate electric service for nonpayment of bills.

4.4.3 Where the Customer has tendered two (2) or more dishonored payments in the past twelve (12) consecutive months, Mesa may require Customer to make payment in cash, money order or cashier's check for the next twelve (12) consecutive months.

4.5 Trip Charge - Mesa may require payment of a Trip Charge plus the applicable tax adjustment, when an authorized Mesa representative travels to Customer's premises to notify of service termination, make payment arrangements terminate the electric service, etc. Service after 5:00 P.M., Monday through Friday, plus weekend and holiday service, will be assessed a convenience fee.

4.5.1 If an electric service termination is required at the pole, a reconnection charge will be required; if an electric service termination is in underground equipment, a reconnection charge will be required to reestablish electric service.

4.5.2 To avoid discontinuance of electric service, Customer may make payment in full, including any necessary deposits in accordance with Section 2.5 or make payment arrangements satisfactory to Mesa.

- 4.5.3 Should it become necessary to remove a meter, or to disconnect service wires to enforce payment, additional charges will be made, including charges for damages to utility meters or meter locking devices.

5. SERVICE RESPONSIBILITIES OF MESA AND CUSTOMER

- 5.1 ~~Service Voltage—Mesa will deliver electric service at the standard voltages specified in Mesa's Electric Service Requirements Manual~~ **Reserved.**

5.2 Responsibility: Use of Service or Apparatus

~~5.2.1 Customer and Mesa each shall save the other harmless from and against all claims for injury or damage to persons or property occasioned by or in any way resulting from the electric service being provided by Mesa or the use thereof on their respective sides of the Point of Delivery. Mesa shall, however, have the right to suspend or terminate electric service in the event Mesa should learn of electric service use by Customer under hazardous conditions.~~

5.2.21 Customer shall exercise all reasonable care to prevent loss or damage to Mesa property installed on Customer's premise for the purpose of supplying electric service to Customer.

5.2.32 Customer shall be responsible for payment for loss or damage to Mesa property on Customer's premise arising from neglect, carelessness or misuse and shall reimburse Mesa for the cost of necessary repairs or replacements.

5.2.43 Customer shall be responsible for payment for any equipment damage and/or estimated un-metered usage resulting from energy theft or charges for unauthorized breaking of seals, interfering, tampering or bypassing the meter.

5.2.54 Customer shall be responsible for notifying Mesa of any failure in Mesa's electric distribution equipment.

5.3 Service Interruptions: Limitations on Liability of Mesa

5.3.1 Mesa shall not be liable to Customer for any damages occasioned by Mesa's ~~or the ESP's~~ equipment or ~~either one's failure to perform,~~ fluctuations, interruptions, ~~or curtailment,~~ **or other failure** of electric service. **If service is delayed, interrupted, suspended, discontinued, irregular, fluctuating, intermittent, reduced or otherwise limited or defective the City shall not be liable for damages, losses or claims of any kind arising therefrom.** Mesa may, without incurring any liability therefore, suspend Customer's electric service for periods reasonably required to permit Mesa to accomplish repairs to or changes in any of Mesa's facilities. Customers will be responsible to protect their own sensitive equipment from harm caused by variations or interruptions in power supply.

5.3.2 In the event of a national emergency or local disaster resulting in disruption of normal electric service, Mesa may, in the public interest ~~and on behalf of ESP or Mesa,~~ interrupt electric service to other Customers to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal electric service to these agencies can be restored.

5.4 Mesa Access to Customer Premises

Mesa's authorized agents shall have unassisted access to Customer's premises at all reasonable hours

to install, inspect, read, repair or remove its meters or to install, operate or maintain other Mesa property, or to inspect and determine the connected electrical load. Neglect or refusal on the part of Customer to provide reasonable and unassisted access shall be sufficient cause for discontinuance of electric service by Mesa, or denial of any existing rate options where access is required. Verification of unassisted access may be required before electric service is restored. The Customer, at their expense, will give permission or an easement, when necessary, to Mesa for the purpose of constructing and maintaining Mesa's electric service facilities required on the Customer's premises up to the Point of Delivery.

5.5 Easements

All suitable easements or rights-of-way required by Mesa for the extension of any portion of the electric distribution system which is on premises owned, leased or otherwise controlled by Customer shall be furnished in Mesa's name by Customer without cost to Mesa and in reasonable time to meet proposed service requirements. All easements or rights-of-way obtained on behalf of Mesa shall contain such terms and conditions as are acceptable to Mesa.

5.6 Load Characteristics

Customer shall exercise reasonable care to assure that the electrical characteristics of its load, such as deviation from sine wave form (a minimum standard is IEEE 519) or unusual short interval fluctuations in demand, shall not impair service to other customers or interfere with operation of telephone, television, or other communication facilities. The deviation from phase balance shall not be greater than ten percent (10%) at any time. The power factor of the load shall not be less than ninety-five percent (95%) lagging, but in no event leading, unless agreed to **in advance** by Mesa. In the event that Customer does not maintain such power factor, at the option of Mesa, kVA may be substituted for kW in determining the applicable charge for billing purposes for each month in which such failure occurs.

5.7 Clearances

Customer Service installations must maintain adequate clearance (both vertical, horizontal and direct) from vegetation, swimming pools (or other bodies of water), permanent or temporary structures and any other object deemed to be a hazard to the continuity of service. The relocation of Customer Service installation facilities due to Customer's actions (or lack of action to remedy clearance issues) may be performed by City at Customer's sole expense.

5.8 Vegetation Clearing

The City, may (or may cause its contractor to) trim vegetation on Customer's premise when it is determined, at the City's sole discretion, that a condition may present a hazard to the continuity of service or safety of its electrical distribution facilities. Customer must provide reasonable access to those personnel trimming vegetation and failure to do so may result in termination of electric service. The City shall not be responsible for any damages as a result of vegetation clearing.

6. METERING AND METERING EQUIPMENT

6.1 Customer Equipment

Customer shall install, ~~and maintain,~~ **and protect** all wiring and equipment beyond the Point of Delivery. Except for Mesa's meters and special equipment, Customer's entire installation must conform to all applicable construction **permits**, standards and safety codes, and if an inspection or permit is required ~~by law or by Mesa~~ **or otherwise by law**, the same must be ~~furnished~~ **obtained** by Customer.

- 6.1.1 Customer shall provide in accordance with Mesa's current electric service standards ~~and/or Electric Service Requirements Manual~~, at no expense to Mesa, and close to the Point of Delivery, a sufficient and suitable space acceptable to Mesa's ~~representative~~ for the installation of Mesa's metering equipment.
- 6.1.2 If telephone lines or any other devices are required to read the meter, the Customer is responsible for their installation and maintenance, at no cost to Mesa.
- 6.1.3 Where a Customer requests, and Mesa approves, a special meter reading device to accommodate the Customer's needs, the cost for such additional equipment shall be the responsibility of the Customer.
- 6.2 Mesa Equipment
- 6.2.1 All Meters will be supplied by and owned by Mesa. ~~Mesa will remove and/or replace their metering equipment in the event the Customer elects to have this service, including the meter, provided by a MSP.~~
- ~~6.2.2 Mesa will lease lock ring keys to an ESP and/or their agents at a refundable charge of \$70.00 per key. The charge will not be refunded if a key is lost, stolen, or damaged. If Mesa must replace ten (10)% of the issued keys within any twelve (12) month period due to loss by the MSP, Mesa may, rather than leasing additional lock ring keys, require the ESP to arrange for a joint meet for each meter change. All lock ring keys must be returned to Mesa within five (5) working days if the ESP and/or their authorized agents are:~~
- ~~A. No longer authorized by the Arizona Corporation Commission to provide services or;~~
- ~~B. If the ESP Service Acquisition Agreement has been terminated.~~
- ~~6.2.3 If the ESP, Customer, and/or its agent request a joint site meeting for removal of Mesa metering and associated equipment and/or lock ring, a base charge will be assessed per site. Mesa may assess an additional charge per hour for joint site meetings that exceed thirty (30) minutes. In the event Mesa must temporarily replace ESP's meter and/or associated metering equipment as necessary during emergency situations or to restore power to a Customer, the above charges may apply.~~
- 6.3 Service Connections
- Mesa ~~is~~shall not ~~required to install and~~nor maintain any lines and equipment on Customer's side of the Point of Delivery except its meter. For the mutual protection of the Customer and Mesa, only authorized employees or agents of Mesa ~~or the ESP~~ are permitted to make and energize the connection between Mesa's service wires and Customer's service entrance equipment conductors. Such employees must carry credentials, which they will show on request. Where new electric services are to be connected, a satisfactory final inspection by Mesa's ~~Building Inspection Office~~Development Services Department (or applicable successor) will ~~normally~~ be required prior to turning on the electric service.
- 6.4 Measuring Customer Service
- All the energy sold to Customer will be measured by acceptable measuring devices by Mesa ~~or the ESP pursuant to the terms and conditions of Mesa's Schedule TC-DA.~~ ~~Except~~except where it is impracticable to meter loads such as street lighting, security lighting, or special installations in which case the energy consumption may be calculated.

- 6.4.1 ~~For Standard Offer Services Customers, or where Mesa is the Meter Reading Service Provider, the~~The readings of the meter will be conclusive as to the amount of electric power supplied to Customer unless, there is evidence of meter tampering or energy theft, or unless a test reveals the meter is in error by more than plus or minus three percent (3%).
- 6.4.2 If there is evidence of meter tampering or energy theft, Customer will be billed for the estimated energy consumption that would have been registered had all energy usage been properly metered plus an applicable unauthorized use of utilities charge, per occurrence.
- 6.4.3 If any meter after testing is found to be more than three percent (3%) in error, either fast or slow, proper correction shall be made of previous readings and adjusted bills shall be rendered for a time period not to exceed three years. ~~If applicable, the adjusted billing information will be provided to the Electric Service Provider.~~
- 6.4.4 Customer will be billed for the estimated energy consumption that would have been registered had the meter been operating properly. ~~Where Mesa is the Meter Reading Service Provider, Mesa shall, at the request of Customer or the ESP, reread Customer's meter within ten (10) working days after such request by Customer. The cost of such rereads may be charged to Customer or ESP, provided that the original reading was not in error.~~
- ~~6.4.5 Where the ESP is the Meter Service Provider (MSP) or Meter Reading Service Provider (MRSP), and the ESP and/or its' agent fails to provide the meter read to Mesa pursuant to Mesa's Schedule TC DA Section 8.16 Meter Reading Data Obligations, Mesa may obtain the read. The cost of such read may be charged to the ESP.~~
- 6.4.6⁵ Should it become necessary to remove a meter, or to disconnect service wires to enforce payment, additional service charges will be made, including charges for damages.
- 6.5 Meter Testing - Mesa tests its meters regularly in accordance with a meter testing and maintenance program. Mesa will, however, individually test a Mesa owned/maintained meter upon Customer ~~or ESP~~ request. If the meter is found to be within the plus or minus three percent (3%) limit, Mesa may charge Customer ~~or ESP~~ a fee for the costs of the meter test.
- 6.6 Master Metering
- 6.6.1 Mobile Home Parks - Mesa shall refuse service to all new construction and/or expansion of existing permanent residential mobile home parks unless the construction and/or expansion is individually metered by the utility as stated in Mesa's Rules and Regulations.
7. TERMINATION OF SERVICE
- 7.1 With Notice
- Mesa may without liability for injury or damage disconnect electric service to any Customer for any of the reasons stated below, provided Mesa has met the established notice requirements:
- 7.1.1 A Customer's violation of any of Mesa's rate schedules.
- 7.1.2 Failure of Customer to pay a delinquent bill for services provided by Mesa.
- 7.1.3 Failure of Customer to comply with Mesa's deposit requirements.

- 7.1.4 Failure of Customer to provide Mesa with satisfactory and unassisted access to Mesa's equipment.
- 7.1.5 When necessary to comply with an order of any governmental agency having jurisdiction.
- 7.1.6 Failure of a prior Customer to pay a delinquent bill for utility services where the prior Customer continues to reside on the premises.
- 7.2 Without Notice

Mesa may without liability for injury or damage disconnect electric service to any Customer without advance notice under any of the following conditions:

 - 7.2.1 The existence of ~~an obvious~~ hazard to the health or safety of persons or property.
 - 7.2.2 ~~Mesa has evidence~~ Evidence of meter tampering, energy theft or fraud.
 - 7.2.3 ~~Mesa has evidence~~ Evidence of unauthorized resale or use of electric service.
 - 7.2.4 Failure of Customer to comply with the curtailment procedures imposed by Mesa during a supply shortage.
 - 7.2.5 Accounts subject to disconnection that are paid with remittances (checks, credit cards, etc.) returned as unpaid from a financial institution.
- 7.3 Restoration of Service - Mesa shall not be required to restore electric service until the conditions, which resulted in the termination, have been corrected to the satisfaction of Mesa.
- 8. UNAUTHORIZED USE OF UTILITIES
 - 8.1 The taking of a utility service by:
 - 8.1.1 Turning the electric service on without authority, or
 - 8.1.2 Bypassing the meter, connecting directly into the electric service without a meter, or
 - 8.1.3 Willfully modifying the meter or electric service apparatus so as to cause loss or reduction of registration.
 - 8.2 If unauthorized use of the electric service occurs, Mesa shall charge:
 - 8.2.1 Single-family residential customers for an estimated energy usage according to the applicable rate plus a service charge for each connection in accordance with the current Schedule of Fees and Charges.
 - 8.2.2 Non-residential customers/accounts for an estimated energy and power usage according to applicable rates plus a service charge for each connection in accordance with the Schedule of Fees and Charges. Subsequent fees paid for the appropriate required meters may be subtracted from the service charge. ~~Upon request, a protest of the assessed service charge may be scheduled with the Mesa Ombudsman Office.~~
- 9. LANDLORD AGREEMENTS

A landlord agreement is defined herein as an agreement between Mesa and a qualified landlord which allows for the automatic continuation of electric service in the landlord's name when a tenant requests disconnection of service. A qualified landlord is a rental property owner that has established a satisfactory credit status of no more than two (2) delinquent utility payments per year or has a utility deposit on-hand with Mesa.

- 9.1 The landlord agreement shall not apply when a tenant is disconnected for nonpayment of utilities.
- 9.2 Disputes regarding effective dates of service shall be resolved between the tenant and the landlord.
- 9.3 The Utility administrative service charge may be waived for landlord agreement customers in which Mesa is the retail supplier of the accounts, when that service under the landlord agreement reverts to the landlord's account, but shall apply when a new tenant requests service at that location.
- 9.4 The landlord or Mesa may terminate the landlord's agreement at any time with thirty (30) days notice.

10. VIOLATION; PENALTY

Among other penalties that may apply, any person that violates any provision of this Schedule shall be guilty of a misdemeanor. Upon conviction, individuals shall be punished by a fine not to exceed \$2,500, or by imprisonment for a period not to exceed six (6) months, or by such fine and imprisonment. ~~Upon conviction, businesses shall be punished by a fine not to exceed \$20,000.~~ Each instance of violation continued shall be a separate offense, punishable as described above.

11. REMOVAL OF FACILITIES

Upon the termination of service, Mesa may without liability for injury or damage, dismantle and remove its facilities installed for the purpose of supplying electric service to Customer, and Mesa shall be under no further obligation to serve Customer. If, however, Mesa has not removed its facilities within one (1) year after the termination of service, Mesa shall thereafter give Customer thirty (30) days written notice before removing its facilities, or else waive any reestablishment charge within the next year for the same electric service to the same Customer at the same location. For purposes of this Section notice to Customer shall be deemed given at the time such notice is deposited in the U.S. Postal Service, first class mail, postage prepaid, to Customer at his/her last known address.

12. SUCCESSORS AND ASSIGNS

Agreements for service shall be binding upon and for the benefit of the successors and assigns of Customer and Mesa, but no assignments by Customer shall be effective until Customer's assignee agrees in writing to be bound and until such assignment is accepted in writing by Mesa.

13. WARRANTY

THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, OR WARRANTIES, EXPRESS OR IMPLIED (INCLUDING WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), NOT SPECIFIED HEREIN CONCERNING THE SALE AND DELIVERY OF SERVICES BY MESA TO CUSTOMER. THESE TERMS AND CONDITIONS STATE THE ENTIRE OBLIGATION OF MESA IN CONNECTION WITH SUCH SALES AND DELIVERIES.