

Town of Eagle Mountain, Utah

RESOLUTION NO. 97-52 A RESOLUTION ADOPTING ELECTRICAL RATE SCHEDULES

WHEREAS, The Utilities Ordinance of the Town of Eagle Mountain provides that the Town Council shall fix rates to be charged by the Town for electric service.

WHEREAS, the Council desires to adopt Electrical Connection Fees and Electric Service Schedules Nos. 1, 2, 3, and 4; and

NOW, THEREFORE, BE IT RESOLVED by the Eagle Mountain Town Council;
Electrical Connection Fee: These connection fees should be paid at the time of Town Council approval and before any construction on the property occurs.

Residential: \$ 200

Commercial:\$ (To be determined by service requirements)

Three-phase, 200 amp service: \$300

Deposits: Deposit fees are necessary to protect the Town from loss from unpaid monthly electrical service billings. The deposit shall be the equivalent of two months service or a minimum of \$40.00. After customers have one year with a record of timely payment the deposit will be refunded.

Electrical Service Extension Fees: Extension fees to be based on the actual cost of extending service to site or subdivision. The developer shall be responsible for the costs of the installation of primary and secondary electrical system service within the subdivision or development. Fees for both the extension of service to a subdivision and installation of service within a subdivision shall be paid prior to recording of the subdivision plat and before any construction occurs on the property.

Electric Service Schedules: The rates in Electric Service Schedule Nos. 1, 2, 3 and 4 shall be as follows:

Schedule No. I (Residential Service)

Customer charge \$2.00 per service connection per month

Energy charge 7.0 cents per kWh for all kWh

Minimum \$4.00 for single-phase service
 \$12.00 for three-phase service

Schedule No. 2 (General Service -"Small customers")

Customer charge \$4.00 per service connection

Power charge	\$7.00 per kW-month
Energy charge	6.50 cents per kWh for first 9,500 kWh 7.00 cents per kWh for all additional kWh

Schedule No. 3 (General Service - "All other")

Customer charge	\$30.00 per service connection
Power charge	\$9.00 per kW-month
Energy charge	6.00 cents per kWh for first 9,500 kWh 6.5 cents per kWh for all additional kWh

For Industrial Customers with loads and/or Contract Demands of less than 1,000 kW and for Non-Industrial Customers: the kW as shown by or computed from the readings of City's Power meter for the 15 minute period of Customer's greatest use during the month, adjusted for Power Factor as specified, determined to the nearest kW. For Industrial Customers having duty executed Electric Service Agreements specifying Contract Demands of 1,000 kW or greater:

The kW as shown by or computed from readings of Town's Power meter for the 15-minute period of Customer's greatest use during the month, adjusted for Power Factor as specified, determined to the nearest kW, but not less than 65% of Contract Demand, or of the maximum actual measured demand established in any of the preceding eleven (11) months, whichever is the greater. Abnormally high demands established as a result of extraordinary conditions existing on the Town's interconnected system as a result of accident caused by Town's negligence resulting in temporary separation of Town's and Customer's system, as well as abnormally high demands which are caused by events beyond the control and action of Customer but are not the result of Customer's usual and ordinary industrial operations, shall be excluded from determination of new Contract Demands. Upon prior arrangement with Town, Customer may test, repair or start-up equipment at mutually acceptable and scheduled off-peak periods and any demands in excess of the Contract Demand established during such test, repair, or start-up shall be excluded from determination of new Contract Demands.

Schedule No. 4 (Time-of-day Option, General Service - Distribution voltage)

AVAILABILITY: At any point on the Town's interconnected system where there are facilities of adequate capacity. Customers may elect to receive electrical service under the provisions of this Schedule. This Time-of-Day Option shall be available to customers upon the installation of the Time-of-Day metering equipment. In the event that such installation may be delayed due to the limited availability of such metering equipment, customers shall be permitted to elect the Time-of-Day Option on a prioritized basis as such metering equipment becomes available. This Time-of-Day Option has been approved by the Town on an interim basis. The continued availability of the Time-of-Day Option is subject to examination and modification by the Town.

APPLICATION: This Schedule is for alternating current, single or three-phase nonresidential electric service supplied at Town's available voltage, but less than 69,000 volts through a single point of

delivery, for all service request on the Customer's premises by Customers contracting for not ore than 1,000 kW. Service under this section is limited at the present time to a maximum power requirement of 1,000 kW. When a Customer's load reaches a level in excess of 1,000 kW, continued service will require special contract management. This Schedule is not available to new loads in excess of 1,000 kW not to existing operations whose maximum power requirements, because of increased operation, plant expansion or equipment additions, exceeds 1,000 kW. In this latter case, a maximum power requirement in excess of 1,000 kW shall be deemed to exist when a Customer's maximum power requirements exceeds 1,000 kW in at least three (3) months of any continuous period of twelve (12) successive months.

The election of this Time-of-Day Option shall not relieve a customer of any obligations he is currently subject to under his Electric Service Agreement or the provisions of this Schedule. Nor shall such election receive a Customer of any non-contract demand minimum payment obligations incurred as a result of Town investments in special facilities installed to serve Customer (i.e., extension or facilities). However, and Minimum Billing Demand obligations established in accordance with the "Contract Demand" or "Power" paragraphs of this Schedule may only be satisfied subsequent to the election of the Time-of-Day Option, with On-Peak Demands.

MONTHLY BELL: Customers subject to this rate shall be so classified under this rate for not less than twelve (12) months.

Customer Service Charge:

\$75.00 per Customer

Power Charge:

<u>On Peak</u>	<u>Off Peak</u>	<u>Shoulder Months</u>
\$11.40 per kW for all kW	\$1.50 per kW for all kW	\$6.95 per kW for all kW

Energy Charge:

<u>On Peak</u>	<u>Off Peak</u>	<u>Shoulder Months</u>
\$.0421 per kwhr for all kwhr	\$.0421 per kwhr for all kwhr	\$.0421 per kwhr for all kwhr

The Power Charge for each month of the Winter and Summer Seasons will be the greater of the Power Charge calculated for On Peak periods during the month and the Power Charge calculated for Off Peak periods during the month. The Power Charge during Shoulder Months shall be calculated using the Power Charge rate shown for Shoulder Months.

Time Periods:

On-Peak Winter Season: 6:00 a.m. to 11:00 a.m. and 8:00 p.m. to 11:00 p.m. Monday through Friday, except holidays; Off-Peak Winter Season: all other times.

On-Peak Summer Season: 8:00 a.m. to 11:00 p.m. Monday through Friday, except holidays; Off-Peak Summer Season: all other times.

Holidays include only New Year's Day, President's Day, Memorial Day, Independence Day, Pioneer Day, Labor Day, Thanksgiving Day, and Christmas Day. These days are considered Off-Peak time periods.

Seasonal Designations: For purposes of this Schedule, the following months are initially designated as Summer Season, Winter Season, and Shoulder Months:

Summer Season:	June 1 through September 30.
Winter Season:	October 1 through May 31.
Shoulder Months:	May and October.

The seasonal designations as initially established are subject to periodic adjustment. The Shoulder Month designation is intended to provide for unpredictable weather variations. The customer will be given 30 days notice prior to Commencement of the upcoming season of any adjustment to the seasonal designations.

Contract Demand: This provision does not apply to Non-Industrial Customers. However, in the event that Customer makes any material changes or increases in his installation which amount to at least 25% of Customer's greatest historical actual demand, Town will require a new Contract containing this provision, "Contract Demand" as used herein shall mean the maximum Power contracted for by Customer and in excess of which the Town is under no obligation to supply, as set forth in the Electric Service Agreement executed by and between Customer and Town. In the event actual usage exceeds Contract Demand as a result of Customer's industrial operations, said actual demand shall establish a new Contract Demand if Town has capacity available (and scheduled) adequate to supply said actual demand on a firm basis. Town shall notify Customer in writing within thirty (30) days of the billing covering the period in which actual usage exceeded the Contract Demand whether such capacity is available. In this event, the new Contract Demand shall continue in effect until either (1) said actual demand is in turn exceeded by a Contract Demand prescribed by amount and date in Customer's Electric Service Agreement or (2) the eleventh billing month following the billing month in which said actual demand was established, whichever occurs first; provided that in the latter event, the Contract Demand shall then become the Contract Demand established in the Electric Service Agreement. The minimum billing demand for Industrial Customers under this rate schedule shall be 65% of either (1) the Contract Demand; or (2) the maximum actual measured demand established in any of the preceding eleven (11) billing months, whichever is greater. Abnormally high demands established as a result of extraordinary conditions existing on the Town's interconnected system or as a result of accident caused by Town's negligence resulting in temporary

separation of Town's and Customer's systems, as well as abnormally high demands which are caused by events beyond the control and action of Customer but which are not the result of Customer's usual and ordinary industrial operations, shall be excluded from determination of new Contract Demands.

Upon prior arrangement with Town, Customer may test, repair or start-up equipment at mutually acceptable and scheduled off-peak periods, and any demands in excess of Contract Demand established in such scheduled test, repair, or start-up shall be excluded from determination of new Contract Demands.

Power Factor: This rate is based on the Customer maintaining at all times a Power factor of 95% lagging, or higher, as determined by measurement, If the average Power factor is found to be less than 95 % lagging, the Power as recorded by the Town's meter will be increased by 1% for every 1% that the Power factor is less than 95%.

Voltage Discount: Where Customer takes service from Town's available lines of 12,470 volts or higher and provides and maintains all transformers and other necessary equipment, the voltage discount based on measured Power will be \$0.60 per kW for all kW.

Minimum: Customer Service charge plus appropriate Demand and Energy charges.

Power: For Industrial Customers with loads and/or Contract Demands of less than 1,000 kW and for Non-Industrial Customers:

The kW as shown by or computed from readings of Town's Power meter for the 15-minute period of Customer's greatest use during the month, adjusted for Power Factor as specified, determined to the nearest kW, but not less than 65% of Contract Demand, or of the maximum actual measured demand established in any of the preceding eleven (11) months, whichever is the greater. Abnormally high demands established as a result of extraordinary conditions existing on the Town's interconnected system as a result of accident caused by Town's negligence resulting in temporary separation of Town's and Customer's system, as well as abnormally high demands which are caused by events beyond the control and action of Customer but are not the result of Customer's usual and ordinary industrial operations, shall be excluded from determination of new Contract Demands. Upon prior arrangement with City, Customer may test, repair or start-up equipment at mutually acceptable and scheduled off-peak periods and any demands in excess of the Contract Demand established during such test, repair, or start-up shall be excluded from determination of new Contract Demands.

CONTRACT PERIOD: One year or longer.

FORCE MAJEURE: Neither Town nor Customer shall be subject to any liability or damages for inability to provide or receive service to the extent that such failure shall be due to causes beyond the control of either Town or Customer, including, but not limited to the following: (a) the operation and effect of any rules, regulations and orders promulgated by any commission, municipality, or governmental agency of the United States, or subdivision thereof; (b) restraining order, injunction or

similar decree of any court; (c) war, (d) flood; (e) earthquake; (f) act of God; (g) sabotage; or (h) strikes or boycotts. Should any of the foregoing occur, the minimum billing demands that would otherwise be applicable under this Schedule shall be waived and Customer will have no liability for service until such time as Customer is able to resume service.

Should Customer find it necessary to shut down industrial operations because of market or economic conditions for a period of at least thirty (30) days, the minimum billing demands that would otherwise be applicable under this Schedule shall be waived; provided, however, that in this event, minimum billing demands shall not be waived for more than two (2) billing months in any contract year.

The party claiming Force Majeure under this provision shall make every reasonable attempt to remedy the cause thereof as diligently and expeditiously as possible.

TERMINATION: Termination of electric service by the Customer prior to the expiration date of the Electric Service Agreement (or any extension thereof) will not relieve the customer of his obligations under this Rate Schedule and the Electric Service Agreement, including all minimum payment obligations. In the event of termination, minimum payment amounts as stated herein shall remain in full force and effect for the remaining unexpired term of the Electric Service Agreement; provided, however, that Customer may at any time request in writing that Town attempt to sell all or a specified portion of Customer's Contract Demand obligation. All such requests from Customer and others shall be acted upon by Town in the order in which the requests were received and all sales, as hereinafter defined, made pursuant to such requests shall be credited against Contract Demand obligations of those parties making such request according to the order in which the requests were received.

A Contract Demand sale is deemed to have occurred on the date Town first provides service under an Electric Service Agreement for industrial Contract Demand service executed with another party within the Town's service area.

Customer's Contract Demand obligation in kilowatts shall be reduced by the kilowatts of Contract Demand sold on and after the date upon which Customer's request becomes first in order until the sum of all such Contract Demand sales equals the amount in kilowatts of that portion of Customer's Contract Demand obligation Customer has requested to attempt to sell.

Termination prior to the expiration date of the Electric Service Agreement (or any extensions thereof) shall not relieve Customer of any non-contract demand minimum payment obligations incurred as a result of Town investments in special facilities installed expressly to serve Customer (i.e., extension of facilities). Such minimum payment obligations may be satisfied by Customer with payment to Town at the time of termination of any unrecovered costs (depreciated value) of special facilities installed by Town, less net salvage value, if any.

All minimum bill obligations hereunder may be made in monthly payments until satisfied or, at Customer's option, as a lump sum adjusted to present worth value at the time of termination based

on a discount rate equal to the current cost of debt of the Town Power Department.

ASSIGNMENT: Customer may assign its Electric Service Agreement to another industrial Customer upon advance written notice to Town and Town shall approve said assignment unless it has reasonable causes to withhold its approval. When such reasonable cause exists, Town shall notify Customer in writing of its reasons for refusing to approve the proposed assignment.

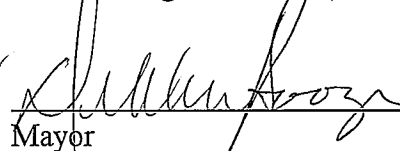
ELECTRIC SERVICE REGULATIONS: Service under this Schedule will be in accordance with ordinances and resolutions that shall be adopted by Town from time to time. The time-of-day time periods, seasonal determinations, Shoulder Month determination, and rates are initially established based upon information presently available to the Town. These rates and the provisions contained within will be monitored continuously and adjusted as necessary. The Customer will be given 30 days notice of any adjustment or change to these provisions.

Invalidity: Any provision of this Resolution held invalid shall be ineffective to the extent of such invalidity without affecting or invalidating the remaining provisions of this Resolution. Electric Connection Fees and Service Schedule Nos. 1, 2, 3, and 4 remain unchanged and in full force and effect.

Effective Date: This Resolution is effective at its first posting or 12:01 A.M. October 1, 1997.

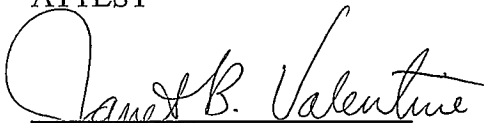
The foregoing resolution was adopted by the Eagle Mountain Town Council at a special meeting at Lehi, Utah, on September 30, 1997, at which a quorum was present and that same was adopted by a vote of 5 in favor, 0 opposed, and _____ abstaining this 30th day of September, 1997.

Town of Eagle Mountain, Utah



Mayor

ATTEST



Clerk

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