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**SECTION 3**  
**ESTABLISHMENT OF SERVICE**

A. Information from New Applicants

1. The Company may obtain the following minimum information from each new application for service:
  - a. Name or names of Applicant(s);
  - b. Service address or location and telephone number;
  - c. Billing address and telephone number, if different than service address;
  - d. Social Security Number or Driver's License number and date of birth to be consistent with verifiable information on legal identification;
  - e. Address where service was provided previously;
  - f. Date Applicant will be ready for service;
  - g. Statement of whether premises have been supplied with electric service previously;
  - h. Purpose for which service is to be used;
  - i. Statement of whether Applicant is owner or tenant of or agent for the premises;
  - j. Information concerning the energy and demand requirements of the Customer; and
  - k. Type and kind of life-support equipment, if any, used by the Customer or at the service address.
2. The supplying of electric service by the Company and the acceptance of that electric service by the Customer will be deemed to constitute an agreement by and between the Company and the Customer for delivery, acceptance of and payment for electric service under the Company's applicable Rates and Rules and Regulations.
3. The term of any agreement not otherwise specified will become operative on the day the Customer's installation is connected to the Company's facilities for the purpose of taking electric energy.
4. The Company may require a written contract with special guarantees from Applicants whose unusual characteristics of load or location would require a substantial investment in facilities or whose requirements for service are of a special nature.
5. Signed contracts may be required for service to commercial and industrial establishments. No contract or any modification of the contract will be binding upon the Company until executed by a duly authorized representative of the Company.
6. Where service is rendered to two (2) or more Customers whose names appear on the bill, as evidenced on the bill, the Company will have the right to collect the full amount owed it from any one of the Customers.
7. Where an occupant of the premises who owes a debt to the Company, but is not the Applicant or the Customer, the occupant shall also be jointly and severally liable for the bills rendered to the premises.

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B. Deposits

1. The Company may require from any present or prospective Customer a deposit to guarantee payment of all bills. This deposit may be retained by the Company until service is discontinued and all bills have been paid, except as provided in Subsection 3.B.3 below. Upon proper application by the Customer, the Company will then return said deposit, together with any unpaid interest accrued thereon from the date of commencement of service or the date of making the deposit, whichever is later. The Company will be entitled to apply said deposit together with any unpaid interest accrued thereon, to any indebtedness for the same class of service owed to the Company for electric service furnished to the Customer making the deposit. When said deposit has been applied to any such indebtedness, the Customer's electric service may be discontinued until all such indebtedness of the Customer is paid and a like deposit is again made with the Company by the Customer. No interest will accrue on any deposit after discontinuance of the service to which the deposit relates.

The Company will not require a deposit from a new Applicant for residential service if the Applicant is able to meet any of the following requirements:

- a. The Applicant has had service of a comparable nature with the Company within the past two (2) years and was not delinquent in payment more than twice during the last twelve (12) consecutive months of service or was not disconnected for nonpayment; or
  - b. The Applicant can produce a letter of credit or verification from an electric utility where service of a comparable nature was last received by Applicant which states Applicant had a timely payment history at time of service discontinuation; or
  - c. Instead of a deposit, the Company receives deposit guarantee notification from a social or governmental agency acceptable to the Company. A surety bond may be provided as security for the Company in an amount equal to the required deposit.
2. Cash deposits held by the Company twelve (12) months or longer will earn interest at the established one-year Treasury Constant Maturities rate, effective on the first business day of each year, as published on the Federal Reserve website.
  3. Residential Customers – The Company may require a residential Customer to establish or reestablish a deposit if the Customer becomes delinquent in the payment of two (2) or more bills or has been disconnected from service during the last twelve (12) months.

Deposits or other instruments of credit will automatically expire or be refunded or credited to the Customer's account, after twelve (12) consecutive months of service following full payment of deposit during which time the Customer has not been delinquent two (2) times or has not been disconnected for non-payment, unless the Customer has filed bankruptcy in the last twelve (12) months.

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- 4. Non-Residential Customers – The Company may require a non-residential Customer to establish or reestablish a deposit if the Customer becomes delinquent in the payment of two (2) or more bills, 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 the Company.

Deposits and non-cash deposits on file with the Company will be reviewed after twenty-four (24) consecutive months of service and will be returned provided the Customer has not been delinquent two (2) times or disconnected for non-payment in the most recent twelve (12) month period, unless the Customer’s financial condition warrants extension of the deposit.

- 5. The Company may review the Customer’s usage after service has been connected and adjust the deposit amount based upon the Customer’s actual usage.
- 6. A separate deposit may be required for each meter installed.
- 7. Residential Customer deposits will not exceed two (2) times that Customer’s estimated average monthly bill. Non-residential Customer deposits will not exceed two and one-half (2.5) times that Customer’s maximum estimated monthly bill. If actual usage history is available, then that usage, adjusted for normal weather, will be the basis for the estimate.
- 8. The posting of a deposit will not preclude the Company from terminating service when the termination is due to the Customer’s failure to perform any obligation under the agreement for service or any of these Rules and Regulations.

C. Conditions for Supplying Service

The Company reserves the right to determine the conditions under which service will be provided. Conditions for service and extending service to the Customer will be based upon the following:

- 1. Customer has wired their premises in accordance with the National Electric Code, City, County and/or State codes, whichever are applicable.
- 2. If the Company determines that there is a reasonable basis to believe that the Customer’s premises poses a safety risk to Company employees, then the Company may, at its option, install a meter or facilities with remote connect and/or disconnect capabilities.



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3. Customer has installed the meter loop in a suitable location approved by the Company.
4. The meter loop must be attached to an approved support.
5. All meter loop installations must be in accordance with the Company's specifications and located at an outdoor location accessible to the Company.
6. Individual Customers may be required to have their property corner pins and/or markers installed to establish proper right-of-way locations.
7. Developers must have all property corner pins and/or markers installed necessary to establish proper locations to supply electric service to individual lots within subdivisions.
8. Where the installation requires more than one meter for service to the premises, each meter panel must be permanently marked (not painted) by the contractor or Customer to properly identify the portion of the premises being served.
9. The identification will be the same as the apartment, office, etc., served by that meter socket. The identifying marking placed on each meter panel will be impressed into or raised from a tab of aluminum, brass or other approved non-ferrous metal with minimum one-fourth (1/4) inch-high letters. This tag must be riveted to the meter panel. The impression must be deep enough to prevent the identification(s) from being obscured by subsequent painting of the building and attached service equipment.
10. The Company may require the assistance of the Customer and/or the Customer's contractor to open the apartments or offices at the time the meters are set, in order to verify that each meter socket actually serves the apartment or office indicated by the marking tag. In the case of multiple buildings, the building or unit number and street address will be identified on the pull section in the manner described above.

D. Grounds for Refusal of Service

The Company may refuse to establish service if any of the following conditions exist:

1. When the Applicant or affiliate of the Applicant with common ownership has an outstanding amount due for the same class of electric service with the Company and the Applicant is unwilling to make satisfactory arrangements with the Company for payment, in such cases, the Company shall be entitled to transfer the balance due or credit owed on the terminated service to any other active account of the Customer for the same class of service. The failure of the Customer to pay the active account shall result in the suspension or termination of service.

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2. A condition exists which in the Company's judgment is unsafe or hazardous to the Applicant, the general population, or the Company's personnel or facilities.
3. The Applicant refuses to provide the Company with a deposit when the Customer has failed to meet the credit criteria for waiver of deposit requirements.
4. Customer is known to be in violation of the Company's Rates or Rules and Regulations or has exhibited documented repeated abusive or threatening behavior to Company personnel in person, by written correspondence, e-mail, over the phone, or other methods of communication.
5. Customer fails to furnish the funds, service, equipment, and/or rights-of-way necessary to serve the Customer and which have been specified by the Company as a condition for providing service.
6. Customer fails to provide safe access to the meter that would be serving the Customer.
7. Customer conceals or covers meter or attaches a device or object to meter.
8. Applicant falsifies his or her identity for the purpose of obtaining service or to avoid bill payment.
9. When a landlord establishes or revises a lease for the purpose of assisting a tenant to avoid bill payment.
10. Service is requested by an Applicant and a prior Customer, who is either living with the Applicant, or who is an occupant of the premises who owes a debt to the Company from the same class of service from the same or a prior service address.
11. The Applicant is acting as an agent for a prior Customer who is deriving benefits from the energy supplied and who owes a delinquent bill from the same class of service from the same or a prior service address.
12. There is evidence of tampering or energy diversion.
13. Where the Company has a reasonable belief that the Applicant has common ownership with an affiliate that owes a delinquent bill for the same class of service.

E. Service Establishment, Reestablishment and Reconnection Charge

1. The Company will make a charge, as approved by the Commission, for service transfer for meter reads only set forth as Fee No. 1 in the TEP Statement of Charges.
2. The Company will make a charge, as approved by the Commission, for the establishment, reestablishment or reconnection of service on the next available business day. The charge is set forth as Fee No. 4 in the TEP Statement of Charges.

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3. The Company will make a charge, as approved by the Commission, for the establishment, reestablishment or reconnection of service on the same day, subject to availability. The charge is set forth as Fee No. 5 in the TEP Statement of Charges. There is no guarantee that the Company will have the staffing available for service establishment, reestablishment or reconnection of service on the same day as requested.
4. For three-phase service only, the Company will make a charge, as approved by the Commission, for service establishment, reestablishment or reconnection of service, on the next available business day. The charge is set forth as Fee No. 6 in the TEP Statement of Charges.
5. For three-phase service only, the Company will make a charge, as approved by the Commission, for the establishment, reestablishment or reconnection of service on the same day, subject to availability. The charge is set forth as Fee No. 7 in the TEP Statement of Charges. There is no guarantee that the Company will have the staffing available for service establishment, reestablishment or reconnection of service on the same day as requested.
6. For the purpose of this Rule, the definition of service establishment is where the Applicant's facilities are ready and acceptable to the Company, the Applicant has obtained all required permits and/or inspections indicating that the Applicant's facilities comply with local construction safety and governmental standards and regulations, and the Company needs only to install a meter, read a meter, or turn the service on.
7. When it has been necessary to establish, reestablish or reconnect service utilizing other than usual operating procedures, the Company will be entitled to charge Fee No. 8 as set forth in the TEP Statement of Charges.

F. Temporary Service

1. Applicants for temporary service may be required to pay Line Extension charges in accordance with Subsection 7.C.7.d. and Section 15 of the Rules.
2. Where the duration of service is to be less than one (1) month, the Applicant may also be required to advance a sum of money equal to the estimated bill for service.
3. Where the duration of service is to exceed one (1) month, the Applicant may also be required to meet the deposit requirements of the Company, as outlined in Subsection B.1 above.
4. If at any time during the term of the agreement for service the character of a temporary Customer's operations changes so that, in the opinion of the Company, the Customer is classified as permanent, the terms of the Company's Line Extension rules will apply.

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G. Identification of Load and Premises

Upon request of the Company, the electric load and premises to be served by the Company must be clearly identified by the Customer at the time of application. If the service address is not recognized in terms of commonly used identification system, the Customer may be required to provide specific written directions and/or legal descriptions before the Company will be required to act upon a request for electric service.

H. Tampering with or Damaging Company Equipment

1. The Customer agrees, when accepting service that no one except authorized Company employees or agents of the Company will be allowed to remove or replace any Company-owned equipment installed on Customer's property.
2. No person, except an employee or agent acting on behalf of the Company will alter, remove, or make any connection to the Company's meter or service equipment.
3. No meter seal may be broken or removed by anyone other than an employee or agent acting on behalf of the Company; however, the Company may give its prior consent to break the seal by an approved electrician employed by a Customer when deemed necessary by the Company.
4. The Customer will be held responsible for any broken seals, tampering, or interfering with the Company's meter(s) or any other Company-owned equipment installed on the Customer's premises. In cases of tampering with meter installations, interfering with the proper working thereof, or any tampering, interfering, theft, or service diversion, including the falsification of Customer-read meter readings, Customer will be subject to immediate discontinuance of service. The Company will be entitled to collect from the Customer or other person benefitting from the service, under the appropriate Rate, for all power and energy not recorded on the meter as the result of such tampering, or other theft of service, and also additional security deposits as well as all expenses incurred by the Company for property damages, investigation of the illegal act, and all legal expenses and court costs incurred by the Company.
5. The Customer will be held liable for any loss or damage occasioned or caused by the Customer's negligence, want of proper care or wrongful act or omission on the part of any Customer's agents, employees, licensees or contractors.



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I. Access

1. The Customer is responsible for providing safe access to Company facilities. The Company's authorized agents shall have satisfactory unassisted twenty-four (24) hour a day, seven (7) days a week access to the Company's equipment located on Customer's premise for the purpose of service connection, service disconnection, operation, maintenance, repair and service restoration work that the Company may need to perform.
2. If additional resources are required to gain safe access to perform service establishment, disconnection, meter reading, or routine maintenance, due to an affirmative, wrongful, and/or criminal act by the Customer, the Company will be entitled to collect from the Customer all expenses incurred by the Company for additional resources including: investigation of access, all legal expenses, and court costs.
3. The Customer is responsible for removal of an unsafe or hazardous condition, such as a beehive, that is near the Company's facilities and is on the Customer's property. If the Customer fails to remedy the unsafe or hazardous condition, the Company will charge the Customer at its actual cost to rectify the unsafe or hazardous condition.

J. Customer-Specific Information

Customer-specific information shall not be released without prior Customer authorization unless the information is requested by law enforcement or other public agency, or is requested by the Commission or its staff, or is reasonably required for legitimate account collection activities, or is necessary to provide safe and reliable service to the Customer. Such Customer authorization may be obtained electronically, in writing, or orally, as long as the oral authorization is recorded.