

# **Chapter 01 - Power Authority**

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### **12.0101 Intent.**

The ASG desires that the business of generation, transmission, and distribution and sale of electric power within the territory of American Samoa be conducted in accordance with sound business and utility practices, that the rates and charges for that service be just reasonable and equitable to consumers and not unduly discriminatory, that service be reliable, that energy be conserved and facilities and resources efficiently used, and that the needs of the people of American Samoa for electric power be provided for in a timely fashion.

### **12.0102 Authority.**

The executive order embodied in Rule 12-81 and codified in this chapter is issued under the authority of Section 6 of Article IV of the Revised Constitution of American Samoa and 4.0303(a) A.S.C.A.

### **12.0103 Establishment**

There is established a governmental agency within the executive branch of the ASG known as the American Samoa power authority.

### **12.0104 Powers.**

The American Samoa power authority:

- (1) may make contracts, as authorized in this chapter;
- (2) may adopt, amend, and repeal bylaws;
- (3) may purchase or lease and hold personal property it considers necessary or convenient in the transaction of its business, and may dispose of personal property held by it;
- (4) has the power in the name of the ASG to purchase, lease, or sell real estate, and to accept title to that real estate in the name of the government, to accomplish the purposes of this chapter;
- (5) shall make all arrangements for the generation, purchase, transmission, distribution, and sale or other disposition of electric energy generated by facilities of the authority or purchased by the authority within the territory of American Samoa;
- (6) is delegated the Governor's authority to develop and publish tariffs and schedules of rates, charges, and services and other rules for providing electric energy in accordance with the Administrative Procedures Act, 4.1001 A.S.C.A., et seq.; these rates and charges carry into effect, as near as may be, the standards prescribed for ratemaking in PL 95-617, the Public Utility Regulatory Policies Act, effective 9 Nov 78, 16 USC 2611 et seq.;
- (7) may contract for the procurement of supplies, equipment, materials, personal services other than by employees, and construction with any public or private entity upon such terms and conditions as it finds necessary to the full and convenient exercise of its purposes and powers, subject to all applicable laws and rules; the authority shall receive and account for its inventory of materials, supplies and equipment; and
- (8) may do other things needful and necessary to the full and convenient exercise of the above powers, including but not limited to the construction of facilities on property owned by the government.

### **12.0105 Board of directors-Appointment-Meetings-Compensation.**

(a) The authority is governed by a board of 5 directors appointed by the Governor. At least 2 of the directors shall be experienced in the management of electric utilities, at least 1 shall have a financial background, and at least 1 shall have a legal background. No fewer than 2 directors shall be from outside American Samoa.

(b) The first director appointed is appointed to a term expiring on 30 Jun 82. The second director is appointed to a term expiring on 30 Jun 83. The third director is appointed to a term expiring on 30 Jun 84. The fourth and fifth directors are appointed to terms expiring on 30 Jun

85. All subsequent appointments are for 4-year terms, or for the unexpired portion of any term. Incumbents may continue to serve after the expiration of a term until a successor is appointed. The Governor designates the chairman annually from among the membership of the board of directors, and the board selects its vice chairman.

(c) The board of directors shall meet at least 4 times per year. Three directors, at least 1 of whom must have experience in the management of electric utilities and 1 of whom must be from outside of American Samoa, constitute a quorum.

(d) Compensation is at a rate of \$5,000 per year for directors and \$6,000 per year for the chairman. Travel, lodging, and meal expenses will be provided for outside directors.

#### **12.0106 Board of directors-Powers and duties.**

All powers vested in the authority are exercised by the board of directors. In carrying out this function, the board shall also:

(1) elect at its first meeting a vice chairman, who shall preside at all meetings in the absence of the chairman, and other officers as it deems desirable from among its members, and elect such officers annually thereafter at its first meeting in October;

(2) appoint and prescribe the compensation for the executive director, who is the chief executive officer of the authority and exercises all executive functions, and the business and finance manager, operations manager, and plant managers, who perform duties assigned by the executive director, subject to all applicable laws and rules, this chapter, the bylaws of the authority, and directions of the board;

(3) develop policies and programs for the administration, management and operation of the authority;

(4) approve the annual budget of the authority;

(5) review monthly the operating statement of the authority for the previous month, and such other financial reports as it deems necessary;

(6) submit monthly operating statements to the governor not later than the twentieth working day after the end of the previous month, and such other financial statements as he directs from time to time; and

(7) exercise all other powers not inconsistent with applicable laws and rules and this chapter which are reasonably necessary to the administration, management, and operation of the authority and the board.

#### **12.0107 Personnel.**

All officers and employees of the authority other than the executive director, business and finance manager, operations manager, and plant managers are appointed and compensated in accordance with the requirements of the government employee laws of the ASG, 7.0101 A.S.C.A., et seq.

#### **12.0108 Transfer of existing utility-Property valuation-ASG capital contributions and loans.**

(a) At a date fixed by the board of directors, the ASG shall transfer to the authority the right to operate all items of property, including construction in progress, equipment and machinery used in connection with the then existing electric utility operation of the government. Property jointly, used for electric utility and governmental nonutility functions shall be equitably allocated between the government and the authority, provided that the allocation assures the continuing efficient functioning of the electrical generation, transmission, and distribution functions of the government. In the event of dispute, the allocation is determined by the Governor.

(b) The property accounts for the authority are valued for ratemaking purposes at the depreciated acquisition cost of the property as of the date of transfer, and shall be included in the rate base of the authority. Future capital contributions to the authority from the government shall be by separate authorization and appropriation.

(c) Advances made for the operations of the authority from the general fund of the government shall be treated as loans and not as part of the permanent capital. Such loans shall be repaid to the government at rates of interest specified at the time the loans are made.

#### **12.0109 Accounting-Budget.**

The authority shall assume responsibility for the accounting and financial management of the electric utility, and shall administer or contract with the government for the administration of all accounting systems, including general ledger, fixed assets, accounts receivable, accounts payable, payroll, and cash. It shall establish proper internal accounting controls and procedures, and it shall prepare an annual budget as a part of the Governor's budget process.

#### **12.0110 Audit-Consultants-Annual report.**

(a) The authority shall employ a firm of independent certified public accountants with electric utility experience to examine and report upon the status of financial records and accounts, and may renew that employment annually. Copies of those reports shall be furnished to the Governor and the Legislature.

(b) The authority may make intergovernmental or contractual arrangements for expert consultants to advise and consult with it on all matters related to the operations of the authority including ratemaking, system design, planning, budgeting, and legal matters.

(c) The authority shall provide an annual report for each fiscal year to the Governor, the Legislature, and the people of American Samoa, not later than 31 Dec.

#### **12.0111 Transition period.**

All rates, charges, and classifications of the authority in effect during the transfer of property and facilities, and management thereof, to its control and jurisdiction are considered to properly adopted and continue in effect until duly changed.

#### **Ethics Policy and Regulations of the American Samoa Power Authority**

This Ethics Policy and Regulations of the American Samoa Power Authority, hereinafter referred to as "ASPA Ethics Policy", shall apply to all employees, directors, officers and agents of ASPA. This policy includes full-time, part-time and contract employees, hereinafter referred to as "ASPA Employees". The ASPA Ethics Policy establishes the responsibilities of all ASPA Employees, directors, officers and agents to exhibit ethical behavior and creates an ASPA Ethics Board to review requests for opinions and complaints.

This ASPA Ethics Policy incorporates by reference and includes all statutory and regulatory protections provided to employees under American Samoa law. This ASPA Ethics Policy shall not deprive any career service employee of the employee's rights under the law; nor shall this ASPA Ethics Policy deprive any contractual employee of the employee's rights under contract; nor shall this ASPA Ethics Policy deprive any at-will employee of the employee's rights under the law.

Additionally, this ASPA Ethics Policy shall not be interpreted or construed to extend the rights specified to career service employees to contractual or at-will employees. This ASPA Ethics Policy shall not be interpreted or construed to extend the rights specified to contractual employees to career service or at-will employees.

All ASPA employees, directors, officers and agents are obligated to ethical behavior, to report possible breaches of ethics to ASPA authorities, and to provide accurate and complete information when requested by the ASPA Ethics Board.

## **I. FAIR AND EQUAL TREATMENT**

ASPA herein declares its adoption of a Fair and Equal Treatment Policy. The ASPA Fair and Equal Treatment Policy prohibits an ASPA employee, director, officer or agent from using his or her position with ASPA to gain favor, advantage, or other preferential treatment for himself or herself.

ASPA Employees, directors, officer or agents may not:

1. Seek contracts or employment through his/her ASPA position;
2. Use ASPA time, equipment, facilities, titles, personnel resources, or other public resources to promote personal non-ASPA activity;
3. Encourage, assist or participate in any activity to provide an advantage to or other preferential treatment to any business or person;
4. Engage, assist or participate in any activity to provide an advantage to or other preferential treatment to any business owned a Close Relative or to any person who is a close relative. Close relative is defined under Personal Relationships;
5. Engage or participate in a financial or business transaction with a subordinate;
6. Engage or participate in a business if such business is directly served by the employee, director, officer or agent in his or her capacity with ASPA;
7. Hire, promote, supervise, or otherwise participate in the employment of a close relative, unless the close relative is on a list of eligible ASPA employees.

## **II. CAMPAIGN ASSISTANCE AND POLITICAL ACTIVITIES**

ASPA employees are prohibited from using or allowing others to use ASPA resources, such as time, positions or title, equipment, material, ASPA seal or facilities, for political campaign assistance or political activities. To do so is to give an unwarranted advantage to the candidate or political party benefiting from the activities at ASPA expense.

The prohibitions in this section of the ASPA Ethics Policy apply only to actions or activities: (1) on any ASPA premises; (2) during working hours or anytime the employees, director, officer, or agent is representing ASPA; or (3) the use of any ASPA property, equipment, supplies, or assets.

"Campaign Assistance" means any service or donation of time or anything of value to a candidate for any elected office or for a question, issue or referendum on a ballot, the recall of any elected officer or official or the activities of a political party or a campaign committee. Campaign Assistance includes, but is not limited to: (1) selling, purchasing or distributing campaign fundraiser tickets; (2) conducting political meetings; (3) distributing campaign literature or materials; (4) soliciting campaign contributions, support or assistance; or (5) producing campaign literature or materials.

"Political Activities" include, but are not limited to: (1) being a party or campaign committee member; (2) soliciting members; (3) performing duties; and (4) fund raising and campaigning.

An ASPA employee, director, officer or agent may not perform, undertake or participate in any Political Activities while at work. An ASPA employee, director, officer or agent may not ask, order, command, or force any other ASPA employee, director, officer, agent or any other person to perform, undertake

or participate in any Political Activity while at work. An ASPA employee, director, officer or agent may not:

1. Coerce, demand, or threaten any ASPA employee, director, officer or agent to make contributions, give assistance to or participate in any Political Activity or to provide any Campaign Assistance;
2. Deny employment to or discharge, demote or punish any ASPA employee, director, officer or agent who refuses to make contributions, to give assistance or to participate in any Political Activity or to provide any Campaign Assistance;
3. Promise employment benefits to any ASPA employee, director, officer or agent who makes contributions, gives assistance to or participates in any Political Activity or to provide any Campaign Assistance;
4. Solicit or receive any political contribution from any ASPA employee, director, officer or agent any ASPA facility at any time;
5. Promise employment at ASPA to any individual or company if the individual or company makes contributions, gives assistance to or participates in any Political Activity or provides any Campaign Assistance;
6. Threaten, discharge, demote, punish, suspend, or make any negative personnel report concerning an ASPA employee, director, officer, or agent who reports a violation of any of the above prohibited activities or any other violation of ASPA Ethics Policy.

This ASPA Ethics Policy also incorporates by reference and shall include A.S.C.A § 7.0807 and any violation of section 7.0807 shall also be a violation of this ASPA Ethics Policy.

Any violation of section 7.0807 by any ASPA employee, director, officer, or agent who is a government employee or officer shall be reported by ASPA officials to the appropriate government official. Section 7.0807, Prohibited political acts-Penalty, provides:

(a) It is unlawful for any employee of the government to:

- (1) Use his official authority or influence as an officer or employee of the government for the purpose of interfering with or affecting the result of an election or a nomination for office;
- (2) Directly or indirectly suggest, advise, command, coerce, or attempt to coerce an officer or employee of the government to pay, lend, or contribute anything of value to any person, committee, organization, agency or party for political purposes;
- (3) Use property belonging to the government to directly or indirectly benefit or support any political candidate or political campaign.

(b) Any officer or employee of the government who violates this section is subject to suspension or dismissal from his position with the government, and shall be fined as for a class A misdemeanor.

(c) Employees of the government, including contract and career service employees, may actively participate in the management of political campaigns, their own included, if the participation is after the employees' normal working hours and off the premises of his place of employment, while on annual leave, or while on leave without pay, 7.1201, etc.

### **III. CONFLICTS OF INTEREST**

A conflict of interest occurs when a reasonable person could conclude that the ASPA employee, director, officer or agent's personal business, or financial interests may interfere with the ASPA employee, director, officer or agent carrying out his/her work, employment, and duty of the public. This ASPA Ethics Policy is designed to prevent ASPA employees, directors, officers or agents who influence or make decisions for ASPA from being involved if the ASPA employee, director, officer or agent's personal business or financial interests are also involved.

Conflicts of interest occur now and then, especially for ASPA employees, directors, officers and agents who have discretionary authority. When there is a potential conflict of interest, the ASPA employee, director, officer or agent shall provide a full written disclosure of the conflict and remove himself or herself from participating in the matter that raised the conflict.

## **A. MANDATORY REPORTING OF AND REMOVAL FROM CONFLICT**

An ASPA employee, director, officer or agent must immediately disclose any potential conflict of interest to the Management, to the Chairman of the ASPA Ethics Board, or to ASPA's legal counsel. The Chairman of the ASPA Ethics Board and the Executive Director will discuss methods to resolve the conflict such as removal of the ASPA employee, director, officer or agent from participating in any way in the decision making process and delegation of the issue to another qualified ASPA employee, director, officer or agent.

## **B. MANDATORY DISCLOSURE OF INTEREST**

Financial disclosures are required from each ASPA employee, director or officer who is paid in excess of \$30,000.00 a year. These disclosures shall be completed and filed by any qualifying individual entering ASPA service and shall be updated each year no later than June 30.

Only the following disclosure forms are open to the public: (1) the disclosure of a fact of outside employment; and (2) the disclosure of potential conflicts of interest statements. All other disclosure forms are confidential.

ASG and ASPA rules define direct or indirect participation as a situation where an individual is "involved through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity."

A.S.C.A. §10.0292(e), ASPA Rules Article §8-107.

## **IV. GIFTS**

An ASPA employee, director, officer or agent may not ask for nor accept a gift directly or indirectly from any individual, company or entity if: a reasonable person would think that the gift was made to: (1) influence the ASPA employee, director, officer or agent's work at ASPA to the benefit of the individual, company or entity giving the gift; or (2) serve as a reward for any discretionary action taken by the ASPA employee, director, officer or agent to benefit the individual, company or entity giving the gift. Generally, small gifts or tokens of appreciation are not considered to violate this ASPA Ethics Policy. Family fa'alavelave gifts are acceptable unless the gift violates any of the above conditions.

## **V. CONFIDENTIAL INFORMATION**

An ASPA employee, director, officer or agent may not use any confidential information for any purpose outside the needs of their employment or duties at ASPA.

ASPA rules define confidential information as "any information which is available to an employee only because of the employee's status as an employee of ASPA and is not a matter of public knowledge or available to the public or request." ASPA Rules, Article §8-107(7).

It is a violation of this ASPA Ethics Policy for any ASPA employee, director, officer or agent to disclose or use confidential information for anyone's benefit.

This rule also applies to disclosure or use of confidential information any time after an individual leaves ASPA employment.

## **VI. BUSINESS ACTIVITIES AND FINANCIAL INTEREST**

1. An ASPA employee, director, officer or agent may not engage in any business activity or have any financial interest that is incompatible with the ASPA employee, director, officer or agent performing his or her duties or that may tend to impair or influence the judgment or work activities of the ASPA employee, director, officer or agent.
2. Any ASPA employee, director, officer or agent shall not participate in or take any discretionary action directly affecting a business or any other matter, if the ASPA employee, director, officer or agent; (1) has a substantial financial interest in the matter; or (2) is a member of or associated with a firm that renders service directly related to the matter.
3. An ASPA employee, director, officer or agent may not acquire a financial interest in a business directly involved in any discretionary action the ASPA employee, director, officer or agent will likely take in the future.

4. An ASPA employee, director, officer or agent may not have “an appearance of a conflict of interest”. An appearance of a conflict of interest occurs when the ASPA employee, director, officer or agent has a personal business or financial interest that, under certain circumstances, could result in a conflict of interest.

## **VII. PERSONAL RELATIONSHIPS**

An ASPA employee, director, officer or agent may not participate in any decision making process if it would directly affect someone with whom the ASPA employee, director, officer or agent has a close personal relationship, such as a relative or close friend. “Close Relative” means an individual who: (1) is, either by blood, law or marriage, including half, step, foster and adoptive relations, a spouse, child, cousin, grandchild, grandparent, or sibling of an ASPA employee, director, officer or agent or their spouse; or (2) an individual who principally resides in the same residence as the ASPA employee, director, officer or agent.

## **VIII. NON-ASPA EMPLOYMENT**

An ASPA employee, director, officer or agent, except contract employees, are not prohibited from undertaking outside employment as long as such employment does not create any real or appearance of a conflict of interest, does not adversely affect their work and responsibilities to ASPA, and so long as the employee does not act for on the behalf of anyone against the interest of ASPA.

## **IX. EMPLOYMENT FOLLOWING TERMINATION OF EMPLOYMENT WITH ASPA**

An ASPA employee, director, officer or agent may not disclose confidential information obtained while working for ASPA under circumstances or for any purpose unless compelled to do so by law.

An ASPA employee, director, officer or agent may not receive payment from a private interest for one year after the termination of employment with ASPA where (1) such employment by a private interest involves ASPA projects in which the employee participated or was given access to Confidential Information while at ASPA; or where (2) such employment by a private interest includes appearing on behalf of or assisting the private interest before any ASPA agency on a matter in which the employee was directly involved or which was under consideration by the ASPA employee, director, officer or agent during the course and scope of employment at ASPA. The ASPA employee, director, officer or agent may receive payment only if the employee was not involved in the matter.

“Confidential Information” is defined above in this ASPA Ethics Policy. “Appear” means to have any oral or written communication with the ASPA agency. “Assist” means aiding another to produce the work product that goes before the ASPA agency; however, to assist does not require the individual to personally “Appear” before the ASPA agency.

The purpose of the restrictions is to prevent the disclosure of confidential information and limit the influence of former ASPA employees, directors, officer or agents when such individual takes any action that may result in a personal benefit to the former ASPA employee, director, officer or agent following termination of employment with ASPA.

## **X. PENALTIES AND DISCIPLINARY ACTIONS FOR VIOLATIONS**

Any ASPA employee, director, officer or agent violating this ASPA Ethics Policy may be subject to reprimand, probation, demotion, suspension, or discharge, depending on the seriousness of the violation. Any such action against a career service employee shall comply with the requirements of American Samoa laws and regulations governing career service employees. Any such action against a contract employee shall comply with the provisions of the contract and American Samoa laws and regulations governing contract employees. Any such action against an at-will employee shall comply with the provisions of American Samoa laws and regulations governing at-will employees.

In addition, any contract that was entered into as a result of any violation of this ASPA Ethics Policy may be voided by ASPA. Any benefit provided by the ASPA employee, director, officer or agent may be recovered from the ASPA employee, director, officer or agent that violated this ASPA Ethics Policy.

Any compensation, gift, or benefit received in violation of this ASPA Ethics Policy may be recovered from the violator.

## **XI. WHISTLE-BLOWER POLICY**

Any ASPA employee, director, officer or agent or member of the public who submits an ethics or improper activity complaint shall not be retaliated against. Any ASPA employee, director, officer or agent who is found retaliating against any individual or company that has made a complaint shall be subject to reprimand, suspension, demotion, or termination. No ASPA employee, director, officer or agent shall restrict or censure another individual or company for speaking to a member of the ASPA Ethics Board, an ASPA Member of the Board of Directors or ASPA Management regarding potential ethics or improper activities issues or complaints. Any action against an ASPA employee, director, officer or agent for a violation of this provision shall be governed by the Penalties and Disciplinary Actions for Violations provision of this ASPA Ethics Policy.

## **XII. THE ASPA ETHICS BOARD**

The ASPA Ethics Board shall be constituted to hear and to make decision on any potential ethics violations. The Ethics Board shall consist of a minimum of five members consisting of the Chairman of the ASPA Board of Directors and two other members of the Board of Directors appointed by the Chairman to hear a request for an ethics determination or case; the Executive Director; and a member from the Community appointed by the Chairman of the Board. If there is a conflict of interest with any member of the ASPA Ethics Board, the Chairman of the ASPA Board of Directors shall appoint replacement members.

## **Chapter 02 - Electric Service**

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### **12.0201 Service generally-Utility defined-Rate review.**

(a) Electric power is generated and distributed by the electric utility division of the department of public works of the government of American Samoa. This division is operated on a public utility basis. For convenience, the electric utility division is referred to in this chapter as the "utility".

(b) It is the desire of the utility to render adequate electric service at rates which are as economical as possible. The utility provides overhead facilities only as far as the delivery point which, normally, is the first point of permanent support on the customer's premises. The meter loop including the meter socket must be installed by the owner of the property or the consumer. The wiring to be done by owner must be coordinated with the facilities to be furnished by the utility.

(c) Service will be provided in the order in which applications are received. For these reasons and in the interest of good business principles, the rules set out in this chapter have been adopted.

(d) The rules set out in this chapter are not intended as construction guides for any purpose except:

- (1) to locate the delivery point where proper connection to the distribution system is possible;
- (2) to locate the meter where it can be read conveniently during normal working hours; and
- (3) to provide code clearance for service wires. Drawings SE-1, SE-2, SE-3, SE-4, and SE-5, attached to this chapter, are for these purposes.

(e) Electrical service will be provided and billed according to rate schedules A, B or LPI, as applicable, codified at 12.0231, 12.0232, and 12.0233. All rates structure shall be reviewed at least once annually as of 31 Mar to determine the adjustments in rates, if any, that are reasonable and necessary to the successful financial operation of the utility.

### **12.0202 Bill payment-Late penalty.**



(a) Payment shall be due on the date shown on the bill and shall be delinquent if not paid within 10 days after that date. The due date for each account shall be established to fall on a regular date, and failure to receive a bill shall not excuse a late Payment.

(b) Rates as listed on the bill are net, the gross being 5% higher. If not paid before the delinquent date, the gross rate shall apply and service may be terminated at the discretion of the utility.

#### **12.0203 Disconnection for nonpayment-Reconnection.**

(a) If the bill becomes delinquent, the service may be disconnected with notice provided by law.

(b) If a field call is made by utility personnel because of nonpayment of a utility bill, a charge of \$20 shall be made for a call during normal working hours. If the call is after normal working hours, a charge of \$25 shall be made.

(c) If a service has been terminated because of nonpayment, it shall not be reconnected until all charges for service and the charges set out in subsection (b) of this section for disconnection, connection, or other field trips have been paid in cash.

(d) If the meter loop has been retired, a reconnection shall be treated as a new service after all old charges have been paid.

#### **12.0204 Connections.**

All final connections, permanent or temporary, between the utility's lines and the customer's wiring will be made by the utility, and it will not permit or tolerate unauthorized connections.

#### **12.0205 Tampering with meters and conductors-Breaking seals.**

(a) Tampering with the meter or with conductors carrying unmetered current, and the unauthorized breaking of utility's seals, is prohibited and will not be tolerated.

(b) Where electricity has been diverted by breaking the utility's meter seals or by bypassing the meter or by any other means, service will be terminated. A charge of \$100 shall be paid before service is reconnected. In the event there are recurring instances of the diversion of electricity, service may be permanently disconnected.

#### **12.0206 Alterations and additions to electrical equipment installations.**

When the utility connects a customer's installation to its supply line, arrangements are made for meters, transformers, and other equipment to supply the installation as it is at that time. It is very essential that the customer give notice to the utility of any material addition in equipment which is to be connected to the wiring system and it is advisable for him to consult with the utility regarding such additional equipment so that equipment of the proper type will be obtained.

#### **12.0207 Liability limits of utility-Three-phase circuit protection.**

(a) The utility will endeavor to furnish continuous service but does not guarantee uninterrupted service and is not liable for any damage which the customer may sustain by reason of the failure or partial failure of the power, or failure or reversal of phases, or variation in service characteristics, whether caused by accident, repairs, or other causes; nor is the utility liable for damage that may be incurred by the use of any service wiring, connections, instruments, service or electrical appliances installed

by or for the customer; nor is the utility liable for damage that may be incurred due to the presence of the utility's property on the customer's premises.

(b) In case the customer requires 3-phase service, the installation and maintenance of adequate starters with circuit breakers to protect against single-phase conditions and phase reversal is advisable and their installation and maintenance is the responsibility of the customer.

#### **12.0208 Phasing failure and protection.**

Delivery of single-phase power to a 3-phase motor is possible at any time on any system. Most of the load on the utility's system is single-phase; therefore the system is protected by single-phase reclosers. To properly protect 3-phase motors from overload, motor starters that have 3 thermal elements should be used.

#### **12.0209 Resale of energy.**

The customer shall not resell any of the electric energy received by him from the utility.

#### **12.0210 Limit of utility responsibility.**

The primary delivery point shall be the pole or structure upon which the primary metering is installed. The utility shall have no responsibility to own, construct, operate, or maintain any facilities beyond such pole or structure.

#### **12.0211 Trouble calls.**

The utility is responsible for maintaining electric service only up to the delivery point. The consumer should, therefore, determine that the trouble is not the building wiring or equipment before requesting service from the utility.

#### **12.0212 Meter calibration.**

On request, the utility will test a customer's meter for correct calibration. Any meter shown by test to have an average error of more than 2.0% will result in an adjustment of the billing for the period of inaccuracy. A service charge of \$5 will be charged for the Calibration Test of meters found to be correct within the 2.0% tolerance.

#### **12.0213 Public information and requests.**

The public may obtain information and make requests concerning utilities operation and inspect utilities rules, final orders, decisions, and opinions at the utility at Satala during working hours.

#### **12.0214 Current specifications-Three-phase availability-Equipment-purchase warning.**

(a) Power will normally be delivered at 120/240 volts, 60 cycles, single phase. Power may be delivered at 120/208, 1 20/240 or 440 volts, 3-phase where the 3-phase system is adjacent to the building to be served.

(b) It should not be assured that 3-phase power will be available unless a contract has been signed for such service, which contract may require the owner to make a prepayment to cover construction costs.

(c) It is recommended that the consumer buy no electrical equipment until an application for service has been made and the available delivery voltage has been agreed upon.

#### **12.0215 Application for service-Notice of contemplated installations.**

(a) Customers or prospective customers should inform the utility in writing as early as possible of contemplated installations in order that details for furnishing service may be planned. This is particularly true with respect to persons desiring service beyond the existing electric distribution lines of the utility; written applications for such service should be made before wiring installations are started.

(b) Consumers must make written applications for electric service and execute an easement on utility standard forms and pay the necessary deposits and connection charges. No application is complete until such payments have been made.

#### **12.0216 Easement requirement.**

Consumers must execute or have the owner of the property execute the utility standard form easement at no expense to the utility.

#### **12.0217 Installation charges.**

Installation charges for new service:

Type of Service Amount

(1) Residential: 2-wire \$ 50

3-wire \$75

Change 2-wire to 3-wire \$50

(2) Commercial: \$100

(3) Large power: \$5 per KW of billing demand.

#### **12.0218 Deposits.**

(a) When, in the judgment of the utility, the credit standing of an applicant or a consumer justifies the charge, a deposit shall be required. This deposit shall not be less than the charge for the 2 highest months consumption and may be increased as necessary to protect the interests of the utility.

(b) All existing deposits shall be reviewed and refunded if the consumer's credit standing is satisfactory.

#### **12.0219 Power line extension fees.**

There is levied a comprehensive fee to cover the expenses incurred to extend any and all high-voltage distribution lines for the electrical servicing of a particular building residence or subdivision. This fee is levied to cover initial expenditures to supply any and all electrical requirements for annexations and building sites not previously served. The power line extension fee will also be levied when an existing high-voltage line is not adequate to supply the requirements of new construction or development. Where appropriate, portions of the extension fee will become reimbursable if future connections are made to the power line extension for which the fee was levied. The power line extension fee will be levied for the total cost of labor and materials required in extending such power line.

#### **12.0220 Delivery point-Defined-Approval-Multiple occupancy.**

(a) The delivery point is the point where the utility's drops attach to the building. The delivery point must be in clear view of a power pole. The delivery point must be approved by the utility before building wiring is installed. The utility shall not own or maintain any facilities beyond the delivery point except for the meter.

(b) The utility will provide only 1 delivery point per building. Where the building provides for multiple occupancy, the 1 service per building must supply all meters for all tenants in the building. The meters shall be grouped or ganged at 1 central point.

#### **12.0221 Delivery point-Designation-Anchorage for connections.**

(a) It is essential, in order to avoid errors, that the customer ascertain from the utility to that point on the building the utility's service drop wires will be attached. Upon inquiry by the customer, the utility will designate a location for the service drop wires and the point of attachment to the building. The utility will assume no responsibility to change the location of its service drop attachments if an improper location is chosen without consultation with the utility or if the designated location is not utilized.

(b) The point selected for the attachment of the service drop wires must be such as to make it unnecessary to install more than 1 set of wire attachments on the customer's building. Service drop wires shall not interfere with windows, doors, awnings or other parts of the buildings or be readily accessible to persons at windows and doors or other accessible areas.

(c) Safe and adequate anchorage structures for the utility's service connections are required of the customer, and in no case will the utility be responsible for the damage of any customer's buildings or structures to which service wires are attached or have been attached.

(d) Where service wires are to be installed on buildings with stucco, hollow tile, stone, brick veneer, plaster, stone coated or sheet iron exteriors, and where there is available to surface suitable for the attachment of service knobs having a screw fastening, the customer shall install suitable anchorage bolts or spool racks.

(c) Where the load to be served is sufficiently large to require the use of overhead service conductors of No. 3 AWG and larger, 5/8-inch galvanized bolts, 1 for each wire, are required. Where the service conductors are smaller than No. 3 AWG, the bolts may be smaller than 5/8 inch but in no case smaller than 3/8 inch in diameter. The bolts are to be spaced to conform to the rack supplied by the utility and should extend through the wall and be anchored on the inside surface to a substantial washer not less than 1/8 inch thick and 2 inches square. The threaded portions of the bolts are to project at least 2 inches beyond the outer surface of the building wall. Racks will be supplied by the utility.

#### **12.0222 Separate conductors with single drop.**

Where no accessible common meter location is available for buildings such as duplex houses, apartment buildings, etc., separate sets of service entrance conductors brought out to a common point on the building wall, to be connected to a single service drop, are necessary.

#### **12.0223 Meter location.**

(a) For business houses normally open during business hours, meters may be located inside. All other meters shall be outside. The meter must be located not less than 5 feet nor more than 7 feet above the ground or floor level from which the meter is to be read. The meter cannot be located on locked porches or in any area which is not readily available to the public.

(b) Meter may not be installed in locations where the meter readers or service men may inadvertently damage flower beds or shrubbery, or where it will be necessary for them to climb over fences or other obstructions to read or service the meters or in locations where they will extend unguarded into alleys or driveways, or where they will cause inconvenience either to the customer or the utility's representative.

#### **12.0224 Number of services and meters.**

The utility will connect only 1 set of service conductors to a building for each set of service rendered except where special permission is obtained. Any building which is to have more than 1 set of service conductors must have a service wiring plan approved by the utility. If the building is occupied by 1 customer, only 1 watt-hour meter for each class of service rendered will be installed if occupied by several customers, each 1 will become a customer of the utility and a meter for this respective class of service will be installed.

#### **12.0225 Grounding requirement.**

Ground wires installed in accordance with the requirements and specifications of the National Electrical Code are an essential part of all service entrance installations.

#### **12.0226 Meter equipment issuance.**

When the electrician is ready to wire the building, he should contact the utility, which will issue the meter base and other required meter equipment at cost. At time of issuance of meter base, the location of the delivery point and the meter will be determined by the utility.

#### **12.0227 Inspection before energization.**

All wiring in all buildings must be inspected before initial energization. All major additions to the wiring must be inspected. The utility will not hookup any building which has not been inspected by the ASG and for which a certificate of inspection has been issued. The utility assumes no responsibility for the condition of any wiring beyond the delivery point.

#### **12.0228 Noncomplying construction.**

The utility reserves the right to refuse service were construction does not comply with the rules set out in this chapter.

#### **12.0229 Temporary services.**

(a) In ease temporary service is desired, the prospective customer will make arrangements for it directly with the utility well in advance of the required service date. Temporary installations requiring special service, meter, or other work, such as for construction purposes, exhibits of short durations etc., are made at the expense of the customer, with charges according to the materials and work required for installing and removing. In all such cases, an advance payment sufficient to cover the estimated construction expense will be required.

(b) Service-entrance meter, and other wiring on temporary installations is installed in the same manner as for permanent installations, indoor or outdoor. When no building is available for the installation of service conductors and service equipment, it will be necessary to consult the utility for recommendations as to suitable Support for service drop wires and meter and weatherproof housing for the service equipment. Service entrance wiring and equipment will be supplied and installed by the customer just as for permanent installations and in the location designated by the utility.

## **12.0230 Termination of service.**

(a) Once service is established, the consumer shall be responsible for the payment for the power which is registered on the meter assigned to him until such service is ordered discontinued by him in writing. The consumer may order discontinuance of service by telephone to the business office during normal working hours Monday through Friday, but must also put the order for termination in writing. As all bills must be settled up on the termination of service, the consumer can sign the termination order at the same time.

(b) When notice for termination of service is ordered on Saturday or Sunday service will not be disconnected until the next working day and the meter reading at the time of disconnection shall determine the final bill.

## **12.0231 Schedule A-Residential service.**

### Schedule A

#### Residential Service

##### AVAILABILITY

Available to domestic customers for residential or farm, the major use of which is for lighting and household appliances for the personal comfort of those residing therein and for bona fide farm use provided however, that if the demand is over 25KW, the customer may be billed under rate schedule LPI, at the option of the government.

##### TYPE OF SERVICE

Sixty cycle, single phase at utility's standard voltage.

##### RATE

\$0.070 per KWH for all KWHs used.

##### FUEL OIL SURCHARGE

The basic electricity rate will be increased or decreased by a fuel oil surcharge formula per KWH of 0.10288 multiplied by the fuel cost per gallon.

##### MINIMUM MONTHLY CHARGE

The minimum monthly charge is \$5.

##### SINGLE POINT DELIVERY

The above rates are based upon the supply of service to the entire premises through a single point of delivery at single voltage. Separate supply for the same customer at other points of consumption or at a different voltage shall be separately metered and billed.

##### PAYMENT

Rate as listed is net, the gross bill being 5% higher. In event the current bill is not paid within 10 days after billing date, the gross rate shall apply.

##### SERVICE CONDITIONS

Service is subject to the rules of the utility.

## **12.0232 Schedule B-Commercial and small-power Service.**

### Schedule B

#### Commercial and Small-Power Service

##### AVAILABILITY

Available to commercial consumers, small industrial consumers, and 3-phase farm consumers for all uses, including lighting, appliances, cooking, heating, and motors.

##### TYPE OF SERVICE

Sixty cycle, single-phase and 3-phase where available, at utility standard voltage.

#### RATE

\$0.090 per KWH for all KWHs used.

#### FUEL OIL SURCHARGE

The basic electricity rate will be increased or decreased by a fuel oil surcharge formula per KWH of 0.10288 multiplied by the fuel cost per gallon.

#### MINIMUM MONTHLY CHARGE

- (a) The minimum monthly charge for single-phase service is \$5.
- (b) The minimum monthly charge for 3-phase service is \$10.
- (e) For customers requiring more than 3 KVA of transformer capacity the minimum monthly charge shall not be less than \$1 times the KVA of transformer capacity required to service the customer. Where the minimum charge is increased in accordance with the terms of this section, additional energy shall be included in the foregoing rate.

#### PAYMENT

Above rates are net, the gross bill being 5% higher. In event the current bill is not paid within 10 days after billing date, the gross rate shall apply.

#### CONDITIONS OF SERVICE

- (a) The rated capacity of single-phase motors shall not be in excess of 10.
- (b) Service under this schedule is limited to consumers whose load requirements can be met by transformers having a capacity not to exceed 25 KVA.
- (c) Service is subject to the rules of the utility.

### **12.0233 Schedule LPI-Large-power service.**

#### Schedule LPI

Large-Power Service AVAILABILITY Available to consumers of all classes located near utility's 3-phase lines.

#### TYPE OF SERVICE

Sixty cycle, single phase or 3-phase, at utility's standard voltage.

#### RATE

\$5 per month per KW of billing demand, plus energy charge of \$0.075 per KWH for all KWHs used.

#### DETERMINATION OF BILLING DEMAND

The billing demand for the month for which the bill is rendered shall be the highest of one of the following:

- (1) 25 Kilowatts;
- (2) Maximum demand (KWH);
- (3) Contract demand;
- (4) Minimum monthly demand charge;
- (5) 85% of maximum KVA demand.

#### MAXIMUM DEMAND

"Maximum demand" is the average kilowatt delivery during the 15-minute period in which the consumption of energy is greatest during the month for which the determination is made. The maximum demand shall normally be determined by a recording demand meter. In the absence of such demand meter, or if the meter fails to register, the maximum demand shall be estimated from the best information.

#### CONTRACT DEMAND

The contract demand shall be the amount of power reserved for the customer, as stated in the contract but not less than 25 KW.

#### FUEL OIL SURCHARGE



The basic electricity rate will be increased or decreased by a fuel oil surcharge formula per KWH of 0.10288 multiplied by the fuel cost per gallon.

#### MINIMUM MONTHLY DEMAND CHARGE

The minimum monthly demand charge shall be the demand charge established during the month; provided, that the minimum monthly demand charge so determined shall not be less than 75% of the highest demand charge billed during the preceding 12-month period ending with the current month.

#### DELIVERY POINT

The above rates are based upon the supply of electric service to the entire premises of the customer through a single delivery and metering point, and at 3-phase, 60 cycles at the utility's standard voltage. Separate supply for the same customer at other points of delivery or at a different voltage will be metered and billed separately.

#### SERVICE CONDITION

Service is subject to the rules of the utility.

#### PAYMENT

Above rates are net, the gross bill being 5% higher. In event the current bill is not paid within 10 days after billing date, the gross rate shall apply.

### **12.0234 Debt retirement and capital improvement surcharge.**

(a) There is established an interim debt retirement and capital improvement maximum surcharge of \$0.01 per KWH in addition to the rates and charges authorized under 12.0231, 12.0232, and 12.0233 A.S.A.C., as amended.

(b) The surcharge is effective upon the effective date of this rule and for 18 months thereafter.

(c) All revenues collected pursuant to this rule shall be deposited in a separate account of the utility and used exclusively for debt retirement and capital improvement of ASPA. An annual accounting of collections and expenditures of surcharge revenues shall be made by ASPA to the governor and the FONO on or before each October 1st.

(d) The maximum rate of the surcharge is \$0.01 KWH. The minimum rate is the lesser of the maximum rate or the difference between the average total cost of each KWH consumed per each schedule of ratepayers for FY 1985, listed below, and the current monthly total cost of each KWH consumed per each schedule of ratepayers.

AVERAGE TOTAL COST -FY 85 Schedule A \$0. /KWH Schedule B \$0. /KWH Schedule C \$0. /KWH

The surcharge is not effective in any month when the minimum surcharge is less than \$0.00 per KWH.