RULES & REGULATIONS
SECTIONS VI & VII

Service Extensions

And

Service Connections And Disconnections
VI. SERVICE EXTENSIONS

6.1 General Provisions Applicable to All Service Extensions.

(a) Application for a Service Extension

(1) Application

An application for a Service Extension must be executed electronically or in writing by the property owner, or with the written consent of the property owner, by a lessee or renter for each Service Extension.

(2) Design and Engineering Agreement

Upon making initial application for a Service Extension the Applicant shall execute a Design and Engineering Agreement and pay the Design and Engineering Fee for each Service Extension. For a Service Extension 2,000 feet in length or greater, the fee shall be the actual cost of providing the design and engineering work necessary to provide a Firm Quote.

(3) Construction Agreement

Upon making initial application for a Service Extension the Applicant shall execute a Construction Agreement which shall be effective contingent upon the Applicant fulfilling the requirements listed in Section 6.2(3) of the tariff and paying the Firm Quote in full.

(b) Reserved for future use.

Tariff Advice No: TA 375-32

Effective: June 1, 2015

Issued By: HOMER ELECTRIC ASSOCIATION, INC.

By: Bradley P. Janorschke
Title: General Manager
Section 6.1 Continued
(c) Construction Guidelines

In all cases, an extension shall be constructed in accordance with state and Federal guidelines and regulations, including the Rural Utilities Service (RUS) specifications. The extension shall be the property of the Association up to the Delivery Point. The Secondary Service length shall meet current RUS voltage drop requirements using standard Association Secondary Service wire from the Association’s primary facilities to the Applicant’s approved permanent building mounted meter base location. A customer’s meter pole or meter stub shall follow the same voltage drop requirements and only be constructed approximately 20’ into the property outside of building setbacks and easements or approximately 20’ from the approved permanent building, as determined by the Association.

(d) Marine Facilities

The Association will not serve a Delivery Point which is on or over any body of water or tideland unless the construction is feasible under Section 6.2(a)(11) and unless the structure has a permanent foundation (see Tariff Section 6.1(j)(1)) and is contiguous to shore. Member facilities constructed over water or tideland where no permanent foundation exists will only be served from a single shore-based Delivery Point.

(c) Easements

(1) The Association will make a reasonable effort to obtain easements necessary for construction of a Service Extension on a voluntary basis from property owners, but will not purchase property or easements for this purpose.

(2) An Applicant may enter into a private agreement with a property owner to purchase an easement for a Service Extension, but the Association will not be a party to the agreement.

(3) The Association will enforce specific easements for the construction, maintenance, replacement, and upgrading of electrical facilities to serve any and all Members.
Section 6.1 Continued

(4) The Association will enforce blanket easements for the maintenance, replacement, and upgrading of existing facilities, but will not enforce such easements for the construction of new Service Extensions for other Members against the wishes of the property owner.

(f) Hazards, Obstructions and Violations

No structure shall be constructed or fill added or taken within an Association easement without Association approval. If a Member performs work or constructs facilities adjacent to or within an easement or right-of-way, and such work, construction, or facility poses a hazard, is in violation of federal, state, or local law, or significantly interferes with the Association's access to equipment, the Association shall notify the Member or the Member's authorized representative. If the Member does not promptly correct the situation, the Association may take the necessary actions to eliminate the hazard, obstruction, or violation at the Member's expense.

(g) Cost Sharing

A person connecting to a Primary Extension within five years of its construction shall be required to pay a share of the Advance for Construction paid by the Applicant for the Service Extension. The share will be calculated based upon the general principle that each Member should have an equal investment in commonly-used primary voltage facilities. In making the calculation, each Delivery Point providing one or more permanent services shall be counted as one Member.

An Applicant requesting a Primary or Secondary Service Extension to serve a Lot originally designated on an application as part of a development is not required to pay a share of any Advance for Construction already paid by the Developer. However, an Applicant requesting connection of a Secondary Service Extension to serve a Lot not originally designated on the application or connection of a Primary Extension to an extension constructed as a part of the development within five years from the date of its completion shall pay an appropriate share of any Advance for Construction as provided above.
Section 6.1 continued

Each Lot designated for Service by the Developer shall be counted as a Delivery Point, regardless of whether the Lot is served.

(h) Clearing Requirements

An Applicant is responsible for all Service Extension related grubbing and clearing within the boundaries of the property served. Grubbing and clearing means the removal of obstructions, including all trees, shrubs, brush, stumps, root systems, debris, and building materials.

The total width to be cleared shall conform to the following Association requirements:

- Three-Phase Overhead: 40'
- Single-Phase Overhead: 30'
- Overhead Services: 15'
- Underground Services: 15'
- Three-Phase and Single-Phase Underground: 15'

Clearing shall be equal on both sides of the centerline of the proposed extension.

(i) Metering Equipment

All metering equipment provided by the Applicant, as required by Section 4.2(c), must be in place or otherwise approved by the Association prior to the Association scheduling construction.

For Member constructed extensions, all metering equipment provided by the Applicant must be in place and approved by the Association prior to the Association energizing services.

L = Relocated from Sheet 40.1
Secondary Service Credit. For Secondary Service Credit amount see Rate Schedule XI of the Tariff.

A Secondary Service Credit will be applied to a new Secondary Service Extension meeting the eligibility requirements set forth below. The amount of the Secondary Service Credit for a single-phase Secondary Service Extension will be based on the average cost to install a single-phase Secondary Service Extension for the previous two calendar years. The Secondary Service Credit for a three-phase Secondary Service Extension shall be three (3) times that amount. The Secondary Service Credit shall be the maximum investment the Association shall make in installing a Service Extension. Application of a Secondary Service Credit to costs paid for the construction of a Secondary Service Extension shall not result in a refund to the Applicant except as may be specifically provided in Sections 6.5(h) and 6.1(k), nor shall a Secondary Service Credit be applied to Non-Standard Construction Costs. The Secondary Service Credit for single phase and three phase Service Extensions will be recalculated annually and filed with the Commission no later than April 1st. The recalculated amount will be effective upon Commission approval as to all Service Extensions constructed after the effective date, regardless of pending applications.

A new Secondary Service Extension is eligible for a Secondary Service Credit where the Service is to:

(1) A site having a permanent foundation for a dwelling or commercial structure where the Association can reasonably expect the service to remain for the useful service life of the Association’s electrical facilities constructed for that service. Unless otherwise approved by the Association, a permanent foundation is one that includes poured concrete, concrete footers or sonotubes (concrete or steel piling), and three of the site conditions set forth in paragraph 2, below, are present; or
Section 6.1(j) Continued

(2) A site having no permanent foundation, but where the Applicant demonstrates the likelihood that a permanent foundation for a dwelling or commercial structure will be constructed and remain for the useful service life of the Association's facilities constructed for the Service, and four of the following site conditions are present:

(i) Municipal water and sewer as evidenced by copy of the building permit;
(ii) An approved Department of Environmental Conservation (DEC) septic system;
(iii) Improved gravel driveway (minimum 50' long driveway);
(iv) Well (proof of installation must be produced);
(v) Gravel pad;
(vi) Trailer with lean-to (65' minimum);
(vii) A building that is too large to move without special equipment.

(k) Applying the Secondary Service Credit

(1) The Association shall apply the Single Phase Secondary Service Credit to the cost of constructing a qualifying Single Phase Secondary Service so that it will be installed at no cost to the Applicant other than the costs set forth in Section 6.2(b).

(2) The Association shall apply the Three Phase Secondary Service Credit to the cost of constructing a qualifying Three Phase Secondary Service.

D = Deleted 6.1(k) (3) and 6.1(k) (4)
HOMER ELECTRIC ASSOCIATION, INC.

Section 6.1(k) Continued

(3) Only one (1) Secondary Service Credit shall be applied to a Secondary Service Extension.

(4) An Applicant who does not qualify for the Secondary Service Credit may request, within twenty-four months of the Connect Date, a reevaluation of eligibility for the Secondary Service Credit.

If the Association determines that the Applicant then qualifies, it shall refund to the Applicant an amount equal to the Secondary Service Credit.

Items renumbered from (k) (5) and (6) to (k) (3) and (4)

Tariff Advice No: TA 375-32 Effective: June 1, 2015

Issued By: HOMER ELECTRIC ASSOCIATION, INC.
3977 Lake Street, Homer, AK 99603

By: Bradley P. Janorschke Title: General Manager
HOMER ELECTRIC ASSOCIATION, INC.

6.2 General Provisions Applicable to Extensions Constructed by the Association

The following provisions are applicable to Service Extensions constructed by the Association.

(a) General. The following provisions are applicable to all Service Extensions.

(1) Preliminary Cost Estimate. At the request of the Applicant, the Association will provide a non-binding preliminary cost estimate for the extension to the Applicant's intended Delivery Point(s). The sole purpose of the preliminary cost estimate is to assist the Applicant in deciding whether or not to apply for Service.

(2) Application for Service. Upon receipt of an application for service, including payment of the Design and Engineering Fee, the Association will determine eligibility for a Secondary Service Credit and where applicable provide a Firm Quote for constructing the extension. In addition, the Association will provide an estimate for any incremental costs associated with Non-Standard Construction and a statement of any charges for cost sharing under Section 6.1(g).

(3) Design and Engineering Fee. The Design and Engineering Fee will be held and applied as an Advance for Construction when construction activity proceeds. The fee is refundable only to the extent that costs incurred by the Association do not exceed the fee amount should the request for service be terminated. The Secondary Service Credit shall not be applied to the Design and Engineering Fee.

(4) Firm Quote. A Firm Quote will include the cost of design, materials, construction labor, equipment, permits, non-standard construction and administrative overhead associated with the Service Extension. If the construction cost is less than the Firm Quote, then the difference will be refunded to the Applicant except that if the construction has been financed pursuant to Section 6.3, the difference will first be applied to reduce the Applicant's promissory note, and any balance then repaid to the Applicant.

L = Relocated from Sheet 41.1.2
T = Renumbered §6.2(a)(1)(i),(ii) and (iii) to §6.2(a)(1),(2) and (3)
Change to Design. If the Applicant requests a change to the original design prepared by the Association, the Applicant will be required to pay 100% of the cost associated with the redesign as an Advance for Construction. Those costs will be included in the revised Firm Quote. If the redesign results in a higher Firm Quote than the initial Firm Quote, the Applicant will also pay the additional quoted amount. If the redesign results in a lower Firm Quote, the Applicant will be entitled to a credit for the decrease.

Non-Standard Construction. The Applicant will be responsible for disclosing to the Association any unusual site conditions that may not be readily apparent, such as buried slash or other obstructions. The Applicant will pay as an Advance for Construction the incremental cost of any Non-Standard Construction, paying the estimated cost prior to the Association scheduling construction and either receiving a refund or paying any remaining balance upon the conclusion of the work, depending upon the actual cost.

Cost factors. The costs for a Service Extension will vary depending on factors including but not limited to:

(i) the length of the extension;
(ii) the materials and associated facilities required to adequately serve anticipated loads and voltages;
(iii) the methods of construction required due to terrain, accessibility, and weather conditions;
(iv) whether the requested extension is for a Primary Extension, Secondary Service Extension, or both; and
(v) whether the requested service design requires overhead or underground construction, or both.
### HOMER ELECTRIC ASSOCIATION, INC.

<table>
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<th>L1</th>
<th>Moved Section 6.2(a)(1)(vi) to Sheet 41.2 and renumbered as 6.2(a)(10)</th>
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<th>Tariff Advice No:</th>
<th>TA 343-32</th>
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<th>February 25, 2013</th>
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Issued By: HOMER ELECTRIC ASSOCIATION, INC.

By: Bradley P. Janorschke
Title: General Manager
L1 = Moved Section 6.2(a)(2) “Firm Quote” to Sheet 41 and renumbered as 6.2(a)(4)
L2 = Moved Section 6.2(a)(3) “Non-Standard Construction” to Sheet 41.1 and renumbered as 6.2(a)(6)
L3 = Moved Section 6.2(a)(4) “Interest” to Sheet 41.2 and renumbered as 6.2(a)(9)
(8) Financial Arrangements. An Applicant for an Extension shall pay or make suitable financial arrangements to pay in full the amount of the Firm Quote.

Upon receipt of such payment or completion of financial arrangements, the Association will proceed with completing the design and scheduling construction of the extension. The Association will not accept such payment from the Applicant until the requirements of Section 6.2(i) items (1-9) have been satisfied. In addition, the Association will not accept such payment if it reasonably appears that the Service cannot be constructed using reasonable diligence and standard construction methods prior to the end of the Construction Season; rather, the Applicant will be required to proceed under the Non-Standard Construction provisions or make a new application for the next Construction Season.

(9) Interest. Interest will not be paid on monies provided to the Association as an Advance for Construction, a Contribution-in-Aid of Construction, or as a payment pursuant to Section 6.2(a)(6) (Non-Standard Construction) or Section 6.1(g) (Cost Sharing).

(10) Cancellation. An Applicant cancelling a Service Extension application shall pay 100% of the design, engineering, and construction costs, including costs of removal or retirement of all installed facilities, accrued to the date of cancellation. If the cancellation occurs prior to commencement of construction, the sum paid in advance will be refunded to the extent that the sum paid in advance exceeds the costs incurred by the Association.

If an Applicant has not completed construction of their Service Extension in the calendar year the Service Extension application was submitted, the Applicant must complete construction by the end of the following Construction Season. Otherwise the Service Extension application will be cancelled. Any balance of the Design and Engineering Fee shall be refunded. If additional costs were incurred, the Applicant will be responsible for those added costs.
Section 6.2(a) Continued

(11) Feasibility and Location of Service Extension Construction. The Association, in its sole discretion, shall determine the design and technical or economic feasibility of constructing an extension. The Association may refuse to perform any type of construction it deems technically and financially unfeasible.

The Association will design and construct the extension along the shortest practical route which is not in conflict with any current plan of system development, using designs that are the most practical and result in the lowest reasonable cost to the Association.

(12) Concurrent Applications. When concurrent applications have been received for service on the same property, the Association may, at its discretion, administer them as a single Application.

(13) Meter Location. Where the location of the meter varies from the acceptable locations per Section 7.4, Applicant shall pay the estimated cost for any additional construction labor, equipment and materials for the additional length of service.

L1 = Relocated §6.2(d) from Sheet 45.4 and renumbered as §6.2(a)(11)
L2 = Relocated §6.2(h) from Sheet 47.1 and renumbered as §6.2(a)(12)

Issued By: HOMER ELECTRIC ASSOCIATION, INC.
3977 Lake Street, Homer, AK 99603

Bradley P. Janorschke
Title: General Manager
HOMER ELECTRIC ASSOCIATION, INC.

Section 6.2 Continued

(b) Single-Phase Secondary Service. For a Single Phase Secondary Service Extension the Applicant shall pay:

(1) the Design and Engineering Fee;
(2) the Secondary Service Fee;
(3) Non-Standard Construction Costs per Section 6.2(a)(6); and
(4) Cost Sharing per Section 6.1(g).

The Secondary Service Credit will be applied as provided in Sections 6.1(j) and (k). For an Applicant not entitled to a Secondary Service Credit, the Secondary Service Fee shall be reduced by the amount of the Design and Engineering Fee.

(c) Single-Phase Secondary Service Extensions with Primary Extension. For a single-phase Secondary Service Extension with a Primary Extension, the Applicant shall pay:

(1) the Design and Engineering Fee;
(2) Non-Standard Construction Costs per Section 6.2(a)(6);
(3) Cost Sharing per Section 6.1(g); and
(4) the balance of the Firm Quote.

The Secondary Service Credit will be applied as provided in Sections 6.1(j) and (k).

(d) Three-Phase Secondary Service Extension. For a Three-Phase Secondary Service Extension, the Applicant shall pay:

(1) the Design and Engineering Fee;
(2) Non-Standard Construction Costs per Section 6.2(a)(6);
(3) Cost Sharing per Section 6.1(g); and
(4) the balance of the Firm Quote.

The Secondary Service Credit will be applied as provided in Sections 6.1(j) and (k).

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Effective: February 25, 2013

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3977 Lake Street, Homer, AK 99603

By: Bradley P. Janorschke
Title: General Manager
Reserved for future use

L = Relocated to Sheet 41.2

Advice No. 214-32 Effective July 13, 2000

Issued By: HOMER ELECTRIC ASSOCIATION, INC.
3977 Lake Street, Homer, Alaska 99603

By: N. L. Story Title: General Manager
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<th>247-32</th>
<th>Effective:</th>
<th>April 7th, 2006</th>
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**Issued By:**  
HOMER ELECTRIC ASSOCIATION, INC.  
3977 Lake Street, Homer, Alaska 99603

**By:** Brad Janorschke  
**Title:** General Manager
HOMER ELECTRIC ASSOCIATION, INC.

Reserved for future use.

Tariff Advice No. 247-32  Effective: April 7th, 2006

Issued By: HOMER ELECTRIC ASSOCIATION, INC.
3927 Lake Street, Homer, Alaska 99603

By: Brad Janorschke  Title: General Manager
Reserved for future use.

Tariff Advice No. 247-32  Effective: April 7th, 2006

Issued By: HOMER ELECTRIC ASSOCIATION, INC.
3977 Lake Street, Homer, Alaska 99603

By: Brad Janorschke  Title: General Manager
(e) Three-Phase Secondary Service Extensions with Primary Extension. For a Three-Phase Secondary Service Extension with a Primary Extension, the Applicant shall pay:

1. the Design and Engineering Fee;
2. Non-Standard Construction Costs per Section 6.2(a)(6);
3. Cost Sharing per Section 6.1(g); and
4. the balance of the Firm Quote.

The Secondary Service Credit will be applied as provided in Sections 6.1(j) and (k).

(f) Single-Phase Primary Extension. For a Single-Phase Primary Service Extension, the Applicant shall pay:

1. the Design and Engineering Fee,
2. Non-Standard Construction Costs per Section 6.2(a)(6);
3. Cost Sharing per Section 6.1(g); and
4. the balance of the Firm Quote.
Section 6.2 Continued

(g) Construction Power Service

(1) Construction Power

The Association will install a Secondary Service Extension to provide Construction Power to a site qualifying for a Secondary Service Credit under Section 6.1(j) at no additional charge to the Applicant. Service under this Section 6.2(g) shall be provided to a construction site only once, unless the Applicant is able to demonstrate good cause for an additional period. If the Applicant fails to construct a site that would be eligible for the Secondary Service Credit before the time limit in Section 6.2(g)(3) below, the Applicant will be charged as if the Service provided was Temporary Service and Applicant will be responsible for all costs of installing and removing the Service.

(2) Conversion of Construction Power Service

A Member may request that a Service provided under this Section be converted to a Service Extension under Section 6.2(b and d).

(3) Time Limit

Service provided under this Section shall not continue longer than six (6) months unless, for good cause shown, the Association has approved an extension of time. In any event, such Service shall not continue longer than twelve (12) months. If Construction Power is disconnected for exceeding the approved period, the Service Extension application will be cancelled November 1st of the year the violation occurred. Any refund or deficiency will be governed per Section 6.2(a)(10).

(h) Temporary Service Extension

The Association will provide a Temporary Service Extension in its sole discretion. An Applicant for a Temporary Service Extension will be required to pay in advance an amount equal to the estimated cost of installing and retiring the Service. At any time after twelve (12) months from the date of installation, the Association, in its sole discretion, may remove the Service.

Tariff Advice No: TA 349-32 Effective: May 20, 2013

Issued By: HOMER ELECTRIC ASSOCIATION, INC.

3972 Lake Street, Homer, AK 99603

By: Bradley B. Janorschke Title: General Manager
L = Consolidated the General provisions of Section 6.2(c) with the General provisions of Section 6.2(a) and relocated to Sheet 41.
RESERVED

| L1 | Combined Section 6.2(c)(iv) with Section 6.2(a)(8) and relocated to Sheet 41.2 |
| L2 | Combined Section 6.2(c)(v) with Section 6.2(a)(5) and relocated to Sheet 41.1 |
| L3 | Combined Section 6.2(c)(vi) with Section 6.2(a)(4) and relocated to Sheet 41 |
| L4 | Combined Section 6.2(c)(vii) with Section 6.2(a)(10) and relocated to Sheet 41.1 |

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Issued By: HOMER ELECTRIC ASSOCIATION, INC.

By: Bradley P. Janorschke
Title: General Manager
| L1 | Combined Section 6.2(c)(viii) with Section 6.2(a)(14) and relocated to Sheet 41.3 |
| L2 | Combined Section 6.2(c)(2) with Section 6.2(a)(7) and relocated to Sheet 41.1 |
| L3 | Combined Section 6.2(c)(3) with Section 6.2(a)(6) and relocated to Sheet 41.1 |
| L4 | Combined Section 6.2(c)(4) with Section 6.2(a)(9) and relocated to Sheet 41.2 |

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**Effective:** February 25, 2013

**Issued By:** HOMER ELECTRIC ASSOCIATION, INC.  
3977 Lake Street, Homer, AK 99603

**By:** Bradley P. Janorselke  
**Title:** General Manager
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**HOMER ELECTRIC ASSOCIATION, INC.**

METHOD

Reserved

L = Relocated to Section 6.2(a)(11) on Sheet 41.3

| Tariff Advice No: | TA 343-32 | Effective: February 25, 2013 |

Issued By: **HOMER ELECTRIC ASSOCIATION, INC.**  3977 Lake Street, Homer, AK 99603

By: Bradley P. Janorschke  Title: General Manager
Section 6.2 Continued

(i) Applicant Requirements

The Association will not schedule construction until after the application for a Service Extension is complete. The application for a Service Extension shall be complete when the Applicant has fulfilled the payment requirements of Section 6.2(a)(8) and the following requirements have been satisfied:

1. The Applicant must complete and sign the application form, including the Design and Engineering Agreement and the Construction Agreement.

2. The Applicant must provide the Association with a recorded plat or other legal instrument dedicating any easements necessary for the construction of the extension as specified in Section 5.10(5) and (6).

3. As a general requirement, officially placed survey monuments must exist at the corners of the property to be served and along the route of the proposed Service Extension as necessary to correctly locate the new electrical facilities within and along easements and or rights-of-way. However, in unusual circumstances the Association may extend service to property without survey control if it considers this to be feasible.

4. If required by the Association, the Applicant must provide civil drawings or “as-builts” showing location of water, sewer, gas, cable television, and other existing facilities in the easements and public rights-of-way.

Tariff Advice No: TA 343-32  Effective: February 25, 2013
Issued By: HOMER ELECTRIC ASSOCIATION, INC.
3977 Lake Street, Homer, AK 99603
By: Bradley P. Janorschke  Title: General Manager
The Applicant must provide a site description setting forth the anticipated location of signs, parking, garages, driveways, fences and other like facilities expected to be installed in the future.

The Applicant must provide a clear and unobstructed route for the extension as specified in Section 6.1(h).

All roads and ways adjacent to the requested extension must be constructed to final sub-grade and be free of man-made obstructions. Construction of any deep utility systems such as sewer and water must be completed.

The Applicant must provide the Association with load information.

All underground facilities on the property to be served will be clearly identified by the Applicant. The Association assumes no responsibility for damages incurred to facilities which are not identified.

L = Paragraph moved to 6.2(a)(8) Sheet 41.2

Tariff Advice No: TA 343-32 Effective: February 25, 2013

Issued By: HOMER ELECTRIC ASSOCIATION, INC.
3977 Lake Street, Homer, AK 99603

By: Bradley P. Janorschke Title: General Manager
Section 6.2 Continued

(j) Cost Responsibility for Service Upgrade

An Applicant requesting a Service upgrade shall be required to pay the Firm Quote for the upgrade before the work is scheduled for construction. Not earlier than twelve (12) nor later than twenty-four (24) months after completion of the upgrade the Applicant may request, in writing, a refund of an amount equal to a portion of the applicable Secondary Service Credit as set forth in Section 6.1(k), for the type of service requested if the Service would otherwise qualify for a Secondary Service Credit under Section 6.1(j). A comparison of the load for a twelve (12) month period immediately prior to the upgrade and the twelve (12) months after the upgrade will determine the amount of the refund. The refund amount will be determined based on the percentage of increased load. If the increase equals 50% or more, the full amount of the Secondary Service Credit will be refunded. For an increase of less than 50%, the amount of the refund will be prorated in accordance with the following formula:

\[
\text{Refund} = 2n \times \text{(Secondary Service Credit)}, \text{where } n \text{ is the percentage increase of the load for the twelve (12) month period after the upgrade over the load for the twelve (12) month period immediately prior to the upgrade.}
\]

The Association will not charge an Applicant for the cost of a system upgrade that is incidentally the result of the Applicant’s addition to the system, if the Applicant has a load requirement comparable to those in the area being served by the facilities requiring upgrade.

Notwithstanding any provision herein to the contrary, the refund amount will not exceed an amount equal to the lesser of the actual cost of construction or the Firm Quote paid by the Applicant.

L1 = Relocated §6.2(g) to Sheet 47.2 and renumbered as §6.2(k)
L2 = Relocated §6.2(h) to Sheet 41.3 and renumbered as §6.2(a)(12)
T = §6.2(f) renumbered as §6.2(j)

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Issued By: HOMER ELECTRIC ASSOCIATION, INC.
3977 Lake Street, Homer, AK 99603

By: Bradley P. Janorschke Title: General Manager
Section 6.2 Continued

(k) Changes to Existing Facilities

An Applicant requesting a change to existing Association facilities shall pay the actual cost for making such change. The Applicant must complete an application and pay as a minimum a Design and Engineering Fee to be held and applied as an Advance for Construction when construction activity proceeds. If and to the extent the estimated cost of engineering and designing the requested change exceeds the amount of the Design and Engineering Fee, the Applicant shall pay the estimated additional cost in advance. The Design and Engineering Fee and any additional amount paid toward the estimated design and engineering costs are refundable only to the extent that costs incurred by the Association do not exceed the amount paid should the request for service be terminated. The Applicant shall pay the estimated cost of all such changes prior to the Association scheduling construction. After the construction is completed, the Association will either refund the amount collected in excess of the actual costs or bill for any additional amount in order to recover the actual costs. The costs may be financed pursuant to the provisions of Section 6.3.

L= §6.2(g) relocated from Sheet 47.1 and renumbered as §6.2(k)
6.3 Financing Extensions

A Primary Extension or a Secondary Service Extension qualifying for a Secondary Service Credit is eligible for financing under this Section.

(a) Subject to approval by the Association, an Advance or Contribution-in-Aid of Construction may be financed in the form of a promissory note to the Association, payable as provided below; however, the total amount financed as to any Applicant shall not exceed the sum of $25,000, regardless of the number of services provided to the Applicant. For the purposes of the foregoing sentence, the term “Applicant” includes any affiliate or principal owner of the Applicant. The Association will use the interest rate taken from its lender. The Association currently obtains financing through National Rural Utilities Cooperative Finance Corporation (CFC). The fixed rates are stated daily via the CFC website. The Association will use the CFC rate for fixed 15-year loans plus 200 basis points, on the first business day of each month, as the rate quoted for that month to consumers for Service Extension loans.

(b) The promissory note shall be amortized over a period not to exceed 240 months. Interest will be charged on the unpaid balance at 200 basis points above the rate available to the Association for the same amortization period extended to the Applicant. The minimum monthly payment is $50.00.

T= §6.3(a)(i) and §6.3(a)(ii) renumbered as §6.3(a) and §6.3(b)
Section 6.3 Continued

(c) The Applicant shall provide adequate security for the obligations represented by a promissory note in excess of $5,000. The security may include, among other types of security, a deed of trust to the real property served by the extension.

(d) The Applicant shall pay as applicable, a financing transaction fee, a deed of trust recording fee, reconveyance fee and mortgagee’s title insurance search costs (see Section XI. Schedule of Fees and Charges).

(e) An Applicant who, because of unsound financial status or poor credit history, cannot reasonably be expected to pay the promissory note in accordance with its terms, may be required to pay the Advance for or Contribution in Aid of Construction in full prior to the Association scheduling construction.

T= §6.3(iii), §6.3(iv) and §6.3(v) renumbered as §6.3(c), §6.3(d) and §6.3(e)
Reserved for future use

D=Deleted all of §6.3(b)

Tariff Advice No: TA 343-32  Effective: February 25, 2013

Issued By: HOMER ELECTRIC ASSOCIATION, INC.
3977 Lake Street, Homer, AK 99603

By: Bradley P. Janorschke  Title: General Manager
Reserved for future use.

L1 = Relocated to Sheet 48 Section 6.3(a)(I)(ii) and Sheet 49 Section 6.3(a)(iv)

Tariff Advice No. 247-32 Effective: April 7th, 2006

Issued By: HOMER ELECTRIC ASSOCIATION, INC.
3977 Lake Street, Homer, Alaska 99603

By: Brad Janorschke Title: General Manager
Reserved for future use.

L = Relocated to Sheet 40.1 Section 6.1(g)

Tariff Advice No. 263-32  Effective: April 23, 2007

Issued By: HOMER ELECTRIC ASSOCIATION, INC.

By: Brad Janorschke  Title: General Manager

3977 Lake Street, Homer, Alaska 99603
Reserved for future use.

Tariff Advice No. 247-32

Effective: April 7th, 2006

Issued By: HOMER ELECTRIC ASSOCIATION, INC.

By: Brad Janorschke
Title: General Manager

3977 Lake Street, Homer, Alaska 99603
Reserved for future use.

Tariff Advice No. 247-32Effective: April 7th, 2006

Issued By: HOMER ELECTRIC ASSOCIATION, INC.
3977 Lake Street, Homer, Alaska 99603

By: Brad JanorschkeTitle: General Manager
Section 6.3 (c) Continued

Reserved for Future use

Tariff Advice No. 214-32  Effective July 13, 2000

Issued By: HOMER ELECTRIC ASSOCIATION, INC.
3977 Lake Street, Homer, Alaska 99603

By: N. L. Story  Title: General Manager
Reserved for future use.

L = Relocated 6.3(d)(1) to Sheet 41.1 Section 6.2(a)(1)(iv)

Issued By: HOMER ELECTRIC ASSOCIATION, INC.

2977 Lake Street, Homer, Alaska 99603

By: Brad Janorschke

Title: General Manager

Tariff Advice No. 247-32

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Reserved for future use.

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Issued By: HOMER ELECTRIC ASSOCIATION, INC.

3977 Lake Street, Homer, Alaska 99603

By: Brad Janorschke  Title: General Manager
HOMER ELECTRIC ASSOCIATION, INC.

Reserved for future use

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Issued By: HOMER ELECTRIC ASSOCIATION, INC.

3977 Lake Street, Homer, Alaska 99603

By: Brad Janorschke

Title: General Manager
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L = Relocation of Section 6.3(d)(3) to Sheet 40.1 Section 6.1(g)

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Effective: April 7th, 2006

Issued By: HOMER ELECTRIC ASSOCIATION, INC.

By: Brad Janorschke

Title: General Manager
Reserved for future use.

Tariff Advice No. 247-32  

April 7th, 2006

Issued By: HOMER ELECTRIC ASSOCIATION, Inc.  

3977 Lake Street, Homer, Alaska 99603  

By: Brad Janorschke  

Title: General Manager
Reserved for future use.

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Issued By: HOMER ELECTRIC ASSOCIATION, INC.

3977 Lake Street, Homer, Alaska 99603

By: Brad Janorschke

Title: General Manager
6.4 Reserved for future use.

Issued By: HOMER ELECTRIC ASSOCIATION, INC.
3977 Lake Street, Homer, AK 99603

By: Brad Janorschke
Title: General Manager

Tariff Advice No. 277-32

Effective: May 16, 2008
Reserved for future use.

L = Relocated to Sheet 51.6 Section 6.4(a)(2)

Issued By: HOMER ELECTRIC ASSOCIATION, INC.

By: Brad Janorschke

3977 Lake Street, Homer, Alaska 99603

Title: General Manager
Reserved for future use.

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Issued By: HOMER ELECTRIC ASSOCIATION, INC.
3977 Lake Street, Homer, Alaska 99603

By: Brad Janorschke
Title: General Manager
HOMER ELECTRIC ASSOCIATION, INC.

Reserved for Future Use

Tariff Advice No. 214-32 Effective July 13, 2000

Issued By: HOMER ELECTRIC ASSOCIATION, INC.
3977 Lake Street, Homer, Alaska 99603

By: N. L. Story Title: General Manager
Reserved for future use.

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Issued By: HOMER ELECTRIC ASSOCIATION, INC.

3977 Lake Street, Homer, Alaska 99603

By: Brad Janorschke Title: General Manager
Reserved for future use

Tariff Advice No. 214-32  Effective  July 13, 2000

Issued By:  HOMER ELECTRIC ASSOCIATION, INC.
3977 Lake Street, Homer, Alaska 99603

By:  N. L. Story  Title:  General Manager
RCA No. 32  Fourth Revision  Sheet No. 51.10
Canceling:  Third Revision  Sheet No. 51.10

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Tariff Advice No. 214-32  Effective  July 13, 2000

Issued By:  HOMER ELECTRIC ASSOCIATION, INC.
3977 Lake Street, Homer, Alaska 99603

By:  N. L. Story
Title:  General Manager
HOMER ELECTRIC ASSOCIATION, INC.

Reserved for future use

Tariff Advice No. 214-32 Effective July 13, 2000

Issued By: HOMER ELECTRIC ASSOCIATION, INC.
3977 Lake Street, Homer, Alaska 99603

By: N. L. Story Title: General Manager
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Issued By: HOMER ELECTRIC ASSOCIATION, INC.

3977 Lake Street, Homer, Alaska 99603

By: Brad Janorschke  Title: General Manager
Reserved for future use.

Tariff Advice No. 247-32  
Effective: April 7th, 2006

Issued By: HOMER ELECTRIC ASSOCIATION, INC.  
3977 Lake Street, Homer, Alaska 99603

By: Brad Janorschke  
Title: General Manager
RCA No. 32   Fourth Revision   Sheet No. 51.12

Canceling: Third Revision   Sheet No. 51.12

HOMER ELECTRIC ASSOCIATION, INC.

Reserved for future use

L = Relocated to Sheet 51.6

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Issued By: HOMER ELECTRIC ASSOCIATION, INC.
3977 Lake Street, Homer, Alaska 99603

By:  N. L. Story   Title: General Manager
Reserved for future use.

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Issued By: HOMER ELECTRIC ASSOCIATION, INC.

3977 Lake Street, Homer, Alaska 99603

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HOMER ELECTRIC ASSOCIATION, INC.

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Issued By: HOMER ELECTRIC ASSOCIATION, INC.
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By: Brad Janorschke  Title: General Manager
Reserved for future use.

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Effective: April 7th, 2006

Issued By: HOMER ELECTRIC ASSOCIATION, INC.
2977 Lake Street, Homer, Alaska 99603

By: Brad Janorschke
Title: General Manager
6.5 Member-Constructed Extensions

An Applicant may construct and install new distribution facilities under the following conditions:

(a) Design

(1) The Applicant shall execute an indemnification and reimbursement agreement and pay the Design and Engineering Fee as an advance toward design costs. The Association will provide a Firm Quote to design, stake, inspect, obtain permits, and energize the Service Extension and the Applicant will be required to pay the amount of the Firm Quote prior to the Association providing the completed design and acquiring necessary permits and/or easements for the Service Extension.

All easements and permits shall be acquired prior to construction beginning.

The facilities to be installed by the Applicant shall be designed by the Association. The designed layout and location of facilities will be determined by the Association. As part of the design, the Association shall acquire permits, obtain any necessary easements as outlined in Section 6.1(e), stake the line for the Applicant’s contractor, inspect and prepare as-built drawings of the final construction. The Applicant shall be responsible for the costs of any surveying or clearing required for the project. If the Association requires surveying stakes to adequately locate facilities, the Applicant will pay the cost or arrange for the survey work to be completed as required by the Association. The Applicant may complete the surveying or clearing using Applicant’s own contractor but the work must meet the Association’s standard clearing widths (see Section 6.1(h)).

L = Relocated §6.5(b) to Sheet 51.14
Section 6.5 Continued

(b) Construction

The Service Extension must be constructed by an Association approved electrical contractor. A list of approved electrical contractors can be obtained from the Association.

(c) During Construction:

(1) All construction and materials must meet the standards and specifications of the Rural Utilities Service of the U.S. Department of Agriculture (RUS), standards which are included in Section 6.5(e) and any other applicable codes and standards provided by law.

(2) All facilities must be constructed under the supervision of an electrical administrator in that area of expertise who is licensed in the State of Alaska to perform outside electrical construction.

D1 = Deleted Sections 6.5(a)(2-4)
L = Relocated §6.5(b) from Sheet 51.13
D2 = Deleted remainder of paragraph

Tariff Advice No: TA 343-32 Effective: February 25, 2013

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3977 Lake Street, Homer, AK 99603

By: Bradley P. Janorschke Title: General Manager
### HOMER ELECTRIC ASSOCIATION, INC.

**Section 6.5(c) Continued**

1. **(3)** All persons engaged in outside electrical construction must perform that construction in accordance with the laws and regulations of the State of Alaska.

2. **(4)** The Association shall have the right to conduct reasonable inspections, charge inspection fees and assure that the Service Extensions and service connections fully conform to the minimum electrical standards adopted under AS 18.60.580 and are substantially equivalent to the Association's design standards for Association-installed facilities. No underground facilities shall be buried prior to inspection and approval by the Association.

3. **(5)** All materials furnished by the Applicant must be approved by the Association in advance as meeting RUS specifications and Association standards as shown in Section 6.5(e), and be compatible with the Association’s standards.

4. **(6)** An Applicant shall be responsible for furnishing materials for the Applicant’s project based on specifications provided by the Association per Section 6.5(c)(5).

5. **(7)** In no event may an Applicant or Applicant’s contractors or subcontractors work on energized facilities. The Contractor will complete work up to a demarcation point determined by the Association.

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| D = Deleted last line of paragraph |

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**Tariff Advice No:** TA 343-32  
**Effective:** February 25, 2013

**Issued By:** HOMER ELECTRIC ASSOCIATION, INC.  
3977 Lake Street, Homer, AK 99603

**By:** Bradley P. Janorschke  
**Title:** General Manager
Section 6.5 Continued

(d) After Construction, Steps to Project Completion and Acceptance:

(1) The Applicant must provide the Association with a release of all liens that may include, but not be limited to, proof of payment, signed by all contractors, subcontractors and material suppliers on the project.

(2) The Applicant shall furnish a guarantee, equal to twenty percent (20%) of the estimated construction cost, as if the Association were to construct the Service Extension on behalf of the Applicant, in the form of a maintenance bond, letter of credit, escrow account or cash advance as a warranty that the facilities will perform satisfactorily for one (1) year after being energized.

(3) After completion of the above requirements, the Association will make a final inspection of the facilities, within five (5) working days after the Applicant gives the Association notice of project completion. If repairs are required, the Applicant will be responsible for the costs thereof and an additional inspection upon completion of the repairs will be conducted. A successful inspection will constitute acceptance on the part of the Association.

L = Relocated second paragraph of 6.5(d)(2) to 6.5(d)(3) on sheet 51.17

Tariff Advice No: TA 375-32 Effective: June 1, 2015

Issued By: HOMER ELECTRIC ASSOCIATION, INC.

3977 Lake Street, Homer, AK 99603

By: Bradley P. Janorschke Title: General Manager
Section 6.5 Continued

Upon completion of the foregoing and when the Association has accepted the project, the Association will execute the Agreement for Member-constructed C Extensions and assume title to the facilities and responsibility for further C maintenance, except for marine facilities (see Section 6.1(d)). If repairs are required C during the period stated in Section 6.5(d)(2), the Applicant will be responsible for C the costs thereof and the maintenance bond, letter of credit, escrow account or cash C advance will be used to reimburse the Association for the costs. The Association C will energize the facilities within five (5) working days of inspection and acceptance by the Association, or the Applicant's request for energizing, whichever is later.

(e) Construction Specifications

The construction specifications for facilities constructed by an Applicant will be equivalent to those applicable to facilities which are constructed by or under the direction of the Association including latest revisions and additions to the RUS specifications and standards as noted in the following bulletins:

<table>
<thead>
<tr>
<th>Bulletin, Spec or Form No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>50-72 (U-4)</td>
<td>RUS Specification for Electrical Equipment Enclosures (5-35 kV)</td>
</tr>
<tr>
<td>1728F-803</td>
<td>Specifications and Drawings for 24.9/14.4 kV Line Construction</td>
</tr>
</tbody>
</table>

Tariff Advice No: TA 376-32 Effective: June 1, 2015

Issued By: HOMER ELECTRIC ASSOCIATION, INC.
3977 Lake Street, Homer, AK 99603

By: Bradley P. Janorschke Title: General Manager
### Section 6.5 (e) Continued

<table>
<thead>
<tr>
<th>Bulletin Spec Form No.</th>
<th>Description</th>
<th>D1</th>
<th>D2</th>
<th>D3</th>
<th>T</th>
</tr>
</thead>
<tbody>
<tr>
<td>1728F-806(D-806)</td>
<td>Specifications &amp; Drawings for Underground Electric Distribution</td>
<td>T</td>
<td>D2</td>
<td>D3</td>
<td>T</td>
</tr>
<tr>
<td>U-2</td>
<td>Specification for 600 Volt Underground Power Cable</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>50-72(U-4)</td>
<td>RUS Specification for Electrical Equipment Enclosures (5-35 kV)</td>
<td>C</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>50-73(U-5)</td>
<td>RUS Specification for Pad-Mounted Transformers (Single and Three-Phase)</td>
<td>C</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

D1 = Removed “Rules and Regulations”  
D2 = Removed “Construction”  
D3 = Removed “URD Cable”  
D4 = Removed “U-1, 50-70”  
D5 = Removed “U-1, 61-3”

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**Tariff Advice No:** TA376-32  
**Effective:** June 1, 2015

**Issued By:** HOMER ELECTRIC ASSOCIATION, INC.

3977 Lake Street, Homer, AK 99603

**By:** Bradley P. Janorschke  
**Title:** General Manager
HOMER ELECTRIC ASSOCIATION, INC.

Section 6.5(e) Continued

50-74(U6) RUS Specification for Secondary Pedestals (600 Volts and Below)

202-1 List of Materials Acceptable for Use on Systems of USDA Rural Development Electrification Borrowers

Certification must be provided to the Association stating that transformers and other oil-filled equipment contain less than 1 ppm of PCBs.

(f) Cost Responsibility

It is the intent of the Association to treat extensions constructed under this Section 6.5 equally with Association constructed extensions insofar as possible. An Applicant constructing an extension under this Section 6.5 shall pay for the costs incurred by the Association to design, stake, inspect, obtain permits, and energize the Service Extension for the Applicant.

Tariff Advice No: 376-32 Effective: June 1, 2015

Issued By: HOMER ELECTRIC ASSOCIATION, INC.
3977 Lake Street, Homer, AK 99603

By: Bradley P. Janorschke Title: General Manager
Within three months after completion of construction of the Service Extension and its acceptance by the Association, the Applicant shall submit to the Association documentation detailed in form reasonably acceptable to the Association of the total cost of each Service Extension. The required supporting documentation must be sufficiently detailed and substantiated to undergo the same level of scrutiny, review and audit required of similar plant assets owned by the Association which are recorded in the financials according to Generally Accepted Accounting principles (GAAP). A breakdown for each service extension is required to verify the costs incurred as outlined in Section 6.5(f) of the Tariff, and includes the following categories:

1. Contractor’s costs
2. Materials
3. Design
4. Staking
5. Inspecting
6. Connecting
7. Permits
8. Easements
9. Clearing
10. Surveying
11. Non-Standard construction costs
12. Applicable cost shares

If the cost documentation has not been provided to the Association within three (3) months after Association accepts the Service Extension, the Applicant will not be eligible for cost shares per Section 6.1(g). For any Service connecting to the Service Extension prior to the Applicant delivering to the Association the cost documentation described above, an Applicant is not entitled to receive a cost share payment.

(g) A Service Extension constructed under this Section 6.5 is eligible for Association financing per Section 6.3.

(h) Upon acceptance by the Association of the Service Extension and Applicant’s submission of the costs as set forth in Section 6.5(f), the Association shall determine the eligibility of the Applicant to receive a Secondary Service Credit. The Association will refund the Applicant the lesser of the actual construction costs or the Secondary Service Credit within (90) ninety days upon acceptance by the Association of the proper financial documentation for the construction of the Service Extension.
HOMER ELECTRIC ASSOCIATION, INC.

(i) The Applicant will be subject to any cost share obligation as provided in Section 6.1(g).

6.6 Outdoor Light Construction

(a) Construction on an Existing Pole

The Association will install a single light and fixture on an existing Association pole where a transformer of adequate capacity exists, and is not farther than one secondary span from a Member’s existing overhead Secondary Service for the standard Outdoor Light Installation Fee. Conditions of service are specified in the Outdoor Light Rate Schedule.

(b) Construction without Existing Pole

If Outdoor Light Service cannot be constructed as provided in (a) of this section, the Association will construct the requested service at the Member’s request, and the Member will be required to pay a Contribution-in-Aid of Construction equal to 100% of the firm construction cost quote prior to the Association scheduling construction. Financing arrangements will be as provided in Section 6.3, and the construction cost will be estimated and assessed as set forth in Section 6.2. Conditions of service are specified in the Outdoor Light Rate Schedule.

6.7 [Reserved]

6.8 Relocation of Facilities Located Within Municipal Rights-of-Way

(a) In the following situations involving relocation of the Association's facilities located within a municipality's right-of-way, the municipality shall pay in full, as a Contribution-in-Aid of Construction, the reasonable costs of making such relocation:

(1) Where the relocation is requested by the municipality incident to a municipal project or activity reflected in the municipality's capital budget; or

(2) Where the relocation is necessitated by a disturbance to the Association's facilities incident to a municipality constructing facilities or otherwise working in the municipality's right-of-way; or

L = Relocated from Sheet 51.20
Section 6.8(a) Continued

(3) Where the relocation is requested, in writing, by the municipality for the benefit of a third party incident to the third party constructing facilities or working in the municipality's right-of-way. This provision does not affect any right of recovery by the municipality against the third party; or

(4) Where the relocation is required by municipal ordinance.

(b) The Association will perform and the municipality shall pay for the cost of all inspection, cutover, and switching work associated with the relocation of the Association's facilities.

If the municipality requests the Association to perform the relocation work the Association will provide the municipality an estimate of the cost of the work including engineering design, materials, labor, equipment, permits, and administrative overhead, including a 10 percent contingency. Upon completion of the work the municipality shall pay the amount of the estimate or the actual cost, whichever is less. The Association will invoice the municipality within 45 days of physical completion of the work. Payment will be due thirty days from the date the Association submits an invoice to the municipality.

(c) Notwithstanding the provisions of (a) above, the Association shall pay the cost of relocating its facilities where the relocation is made necessary by:

(1) the failure of the Association to install the facilities in a reasonably prudent manner;

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Issued By: HOMER ELECTRIC ASSOCIATION, INC.
3977 Lake Street, Homer, Alaska 99603

By: Brad Janorschke Title: General Manager
Section 6.8(c) Continued

(2) repairs necessary either to restore after emergency, or to otherwise reasonably maintain serviceability of the right-of-way in the condition existing when the Association first constructed its facilities; or

(3) any other circumstance where the Commission has determined such payment to be reasonable.
VII. SERVICE CONNECTIONS AND DISCONNECTIONS

7.1 Connection of Service

(a) Authorization

Service will be connected only when the Association has written authorization from the member or by phone upon verification of identity (social security number or tax identification number). Connection will be made only when the member has satisfied all required pre-conditions of service stipulated in these Rules and Regulations. All orders for connection for electrical service must be executed by the applicant or by the applicant’s attorney-in-fact, legally-authorized agent, by an officer, agent or authorized employee of an organization, association, corporation, political body or government agency, or by either husband or wife in the case of joint membership. In the absence of any of the above, the Association can authorize necessary connections.

(b) Service Assembly Guide

The Association has prepared a service assembly guide, containing RUS and electrical code specifications, to be used as a reference by applicants or electrical contractors for installing proper service entrances. All service entrances must conform to RUS and electrical code specifications. Copies of these specifications are available from the Association’s engineering department.

(c) Association & Member Responsibility for Service Equipment

The Association will furnish the necessary metering equipment and connect the Association’s distribution conductors with the member’s service entrance. The member will be required to supply necessary electrical service entrance equipment as defined in the Service Assembly Guide.

T1 = Change upper case to lower case
T2 = Change in proper name
T3 = Grammatical correction
L = Text originally shown on this sheet now shown on new Sheet 52.1

Tariff Advice No. 167-32 Effective 5 SEP 95

Issued By:

HOMER ELECTRIC ASSOCIATION, INC.
3977 Lake Street, Homer, Alaska 99603

By: N. L. Story

Title: General Manager
7.2 Delivery Point

The delivery point for overhead services shall be arranged so that the Association's conductors can be attached in one place and one place only for drop into the member's service entrance. The member will be required to provide equipment for attaching the Association's conductors to building surfaces with adequate strength to support the Association's conductors.

N = New tariff sheet
T1 = Change in sub-title and text for clarification
T2 = Change from upper case to lower case
L = Text originally shown on Sheet 52 now shown this sheet

Tariff Advice No. 167-32

Effective 5 SEP 95

Issued By: HOMER ELECTRIC ASSOCIATION, INC.
3977 Lake Street, Homer, Alaska 99603

By: N. L. Story
Title: General Manager
7.3 Metered Use for Each Class of Service

(a) Rates for Each Class of Service
   The Association has structured separate rates for each individual Member class. Rates are based on supplying service to a Member through a single delivery or meter point.

(b) Service Installation for Greater Than 200 Amps
   Meter installations for services greater than 200 amps will be provided only by special application to the Association's Engineering Department.

7.4 Meter Location

(a) Meter Locations
   A meter will be installed either on the outside wall of a building or on a meter stub or meter pole at an approved location. A meter installed to provide Temporary Service may be installed on a temporary structure, but only in accordance with the specifications of the Association. The Member will furnish a location that is reasonably accessible by Association employees, free from vibration, corrosive atmosphere, abnormal temperatures, protected from adverse climatic conditions or aggressive domestic animals and located near the corner of the structure nearest to the existing distribution facilities of the Association. Any deviation from the above standards must be pre-arranged with the Association and may result in additional cost to the Member. Meters shall be installed at such height that the center of the meter will be between five and five and one-half feet above the ground or platform.

(b) Prohibited Meter Locations
   Meters will not be located under enclosed porches or breezeways, carports or under rain gutter down-spouts or other drains.

L1 = Relocated from Section 7.4(b)
L2 = Relocated §7.4(c) to Sheet 53.1
HOMER ELECTRIC ASSOCIATION, INC.

Section 7.4 Continued

(c) Meter or Service Line Changes

The cost of changing a meter or service line location on the Member's premises shall be subject to the provisions of Section 6.2(j) and (k).

I.= Relocated from Sheet 53

Tariff Advice No: TA 343-32 Effective: February 25, 2013

Issued By: HOMER ELECTRIC ASSOCIATION, INC.
3977 Lake Street, Homer, AK 99603

By: Bradley P. Janorschke Title: General Manager
7.5 Service for Multi-Occupant Buildings

(a) Apartments or Condominiums

Service will be supplied to only one location for each building. All metering and service entrance equipment will be located at this point. Each separate residential unit within the building will be metered separately. No master metering will be permitted. Laundry, furnaces and other common or joint-use equipment will be metered and charged according to appropriate commercial rate schedules.

(b) Motel and Hotel

Service will be supplied to only one location for each building. All metering and service entrance equipment will be located at this point.

(c) Townhouses

Service for townhouses can be supplied under the provisions of Section (a) above. Alternatively, service for townhouses can be supplied to individual units if these properties are individually platted. However, a Borough-approved and recorded plat must be on file before service can be constructed.

(d) Commercial and Office Buildings

Service for commercial or office buildings will be supplied to only one location for each commercial or office building. All metering and service entrance equipment will be located at this point.

(e) Single-Phase/Three-Phase Limitations

Based on load requirements, the Association reserves the right to limit single-phase distribution service at any one location to less than 100KVA. Installations of greater than 100KVA may require three-phase distribution.

D = Former Section 7.5(e) has been deleted
T1 = Section 7.5 (f) is now (e)

Tariff Advice No. 167-32

Effective 5 SEP 95

Issued By:

By: N. L. Story

Title: General Manager
Section 7.5 Continued

(f) Master Metering Prior to December 31, 1982

Any member using master-metering installed in a multi-occupant
building prior to December 31, 1982 may continue to use master
metering at that location.

7.6 Service for Mobile Home Parks

(a) Master Metering

Mobile home parks with master metering, in use before 12/31/82,
may continue to use master metering. No other mobile home parks
may use master metering.

(b) New Services

New mobile home parks will be connected as provided in Section
6.3 (c).

7.7 Service for R.V. Parks

All R.V. parks will be master-metered when the park is owned by one
person or represented by an association. Where each lot is owned outright
and is not represented by an association, it will be individually metered and
will be connected as provided in Section 6.3 (c).

7.8 Disconnection of Service

(a) Authorization

Except where a service is disconnected for any of the reasons stated
in Section 7.8 (d) and (e), service will be disconnected only when
the Association has authorization from the

T1 = Original Section 7.5(g) is now 7.5(f)
T2 = Change from upper case to lower case

Effective 5 SEP 95

Issued By: HOMER ELECTRIC ASSOCIATION, INC.
3977 Lake Street, Homer, Alaska 99603

By: N. L. Story Title: General Manager
Section 7.8 (a) Continued

Member in writing or by phone upon verification of identity (social security number or tax identification number). All orders for disconnection for electrical service must be executed by the Member or by a Member's attorney-in-fact, legally-authorized agent, by an officer, agent or authorized employee of an organization, association, corporation, political body or government agency, or by either husband or wife in the case of joint membership. In the absence of any of the above, the Association can authorize necessary disconnections.

Tariff Advice No. 136-32 Effective November 23, 1992

Issued By: HOMER ELECTRIC ASSOCIATION, INC.
3977 Lake Street, Homer, Alaska 99603

By: N.L. Story
Title: General Manager
Rules and Regulations
Section 7.8 Continued

(b) Reconnection Within Twelve Months

If a Member disconnects or is disconnected for any of the reasons stated in Section 7.8 (e), and then requests reconnection within twelve (12) months of the disconnection at the same location, the Member will be required to pay the Reconnect fee as stated in Section XI, Schedule of Fees and Charges as well as all system delivery charges and customer charges that would have been due during the period the member had been disconnected.

(c) Disconnection Without Advance Notice

The Association may disconnect service to any Member without advance written Notice under the following conditions:

(1) an immediate hazard exists which threatens the safety or health of the Member of the general population or the Association’s personnel or facilities; or

(2) the Association has evidence of meter tampering or fraud by the Member; or

(3) a member has failed to comply with the curtailment procedures imposed by the Association during emergency supply shortages.

(d) Disconnection With Advance Notice

The Association may commence disconnection to any Member with advance written notice for any of the following reasons:

(1) Failure of the Member to pay for utility service within 55 days after initial rendering of the bill unless the Member has entered into a Deferred Payment Agreement;

(2) Failure of the Member to meet or maintain the Association’s Deposit requirements;

(3) Knowing and continued failure of the Member to provide the Association with reasonable access to its meter, equipment or property;

(4) Member breach of a special contract between the Association and Member for utility service;

Tariff Advice No 337-32
Effective: JUNE 11, 2012

Issued By: HOMER ELECTRIC ASSOCIATION, INC.

3977 Lake Street, Homer, AK 99603

By: Bradley P. Janorschke

Title: General Manager
Rules and Regulations
Section 7.8 (d) Continued

(5) necessity of the Association to comply with an order or regulation of any governmental agency with proper jurisdiction; or

(6) termination of membership in the Association.

(e) Written Notice of Disconnection

Except as provided in (c) and (d) of this section, the Association will mail or deliver to the Member a written notice of its intent to disconnect service at least fifteen (15) days before the scheduled date of disconnection. A copy of this written notice will be forwarded to any third party designated by the Member on a service application. The notice will contain the following information:

(1) the name and address of the Member whose service is to be disconnected and the service address, if different;

(2) the date on or after which service will be disconnected unless the Member takes appropriate action;

(3) an explanation of the reason for the proposed disconnection;

(4) if disconnection is premised on payment delinquency,

   (i) a statement of the amount of the delinquent bill which the Member has failed to pay in accordance with the payment policy of the Association;

   (ii) a statement advising the Member to contact the Association for information regarding deferred payment and other procedures which the Association may offer to avoid disconnection of the Member's service; and

   (iii) a list of any governmental or social assistance agencies, of which the Association is aware, that may offer energy assistance to qualified needy Members;

(5) a specific request that if a Member's residence is occupied by a person serious ill, elderly, handicapped, or dependent on life support systems, the Member should notify the Association immediately of such circumstance for consideration in avoiding disconnection;

Tariff Advice No. 83-32 Effective May 12, 1989

Issued By: HOMER ELECTRIC ASSOCIATION, INC.

3977 Lake Street, Homer, Alaska 99503

By: B. Kent Wicke

Title: General Manager
(6) a statement advising the Member that the Association’s stated reason for the termination of service may be disputed and potentially resolved by contacting the Association at a specific address or telephone number;

(7) a statement that the Association will retain the right to terminate service after allowing a Member who disputes a bill the opportunity for a meeting if the Association continues to find that the reason for the disconnection is valid;

(8) the telephone number and address of the Commission and a statement that the Member may file a complaint with the Commission under 3 AAC 48.120 or 3 AAC 48.130 if not satisfied with the Association’s response or resolution of any contested bill or tariff provision; and

(9) the amount of the Association’s tariffed charges for disconnection and reconnection of service.

(f) Special Disconnect Notice for Ill or Handicapped Members

If the Association has prior knowledge that a residence is occupied by a person who is seriously ill, elderly, handicapped, or dependent on life support systems, the Association will provide the notice required by (e) of this subsection at least thirty (30) days prior to the scheduled date of disconnection. In any case in which the Association is notified after issuance of a termination notice that a Member’s residence is occupied by a seriously ill, elderly, handicapped, or dependent on life support systems, the Association will extend the disconnection date by fifteen (15) days and notify the Member of the extension.

(g) Final Notice of Disconnect

Not less than three (3) working days prior to disconnection, the Association will attempt personal contact with the Member, either by telephone or by visit of an authorized Association representative to the premises. If by telephone, the Association will attempt to make contact no less than three times at various periods of the day. The Association will keep records of all attempted and completed telephone contacts, showing the time, the name of the person making the attempt, and the outcome.

Issued By: HOMER ELECTRIC ASSOCIATION, INC.

3977 Lake Street, Homer, Alaska 99603

By: B. Kent Wick

Title: General Manager
If by visit to the premises, the Association's authorized representative will hand-deliver a "Shut-Off Notice" to the Member or, if no personal contact is possible, leave the notice in a prominent place. The "Shut-Off Notice" or completed telephone call will provide the Member with the following information:

(1) the name and address of the Member and the service address, if different;

(2) a concise statement of the reason for proposed disconnection of service;

(3) the date on or after which service will be disconnected;

(4) the business office telephone number and after-business-hours telephone number, where applicable, and the address of the Association where the Member may pay the delinquent bill, enter into a deferred payment agreement or file a bill dispute complaint; and

(5) the amount of the charges for disconnection and reconnection of service.

(h) Disconnects for Landlord/Tenant Relationship

Where the Association knows that a landlord/tenant relationship exists, the following provisions apply:

(1) If the premises are individually metered, and the landlord is the Member of the Association and would otherwise be subject to disconnection, the Association shall notify the tenant/occupant in writing of the option of subscribing for service in the occupant's own name. However, the Association may not attempt to recover from the tenant or condition service to the tenant the payment of any outstanding bills or other charges due from the outstanding account of the landlord. If, however, the tenant has a previously outstanding balance at the same service address, the Association may condition service to that tenant as provided for under 3 AAC 52.450. If the occupant declines to subscribe for individual service or arrange for payment of the delinquency, where applicable, within ten (10) days after written notice by the Association is mailed or delivered to the occupant, the Association may disconnect
Rules and Regulations
Section 7.B (h) Continued

service without further notice.

(2) Where the premises are served by a master meter and the landlord is the Member of the Association and would otherwise be subject to disconnection, each tenant served through the master meter will be given individual notice by the Association of the pending disconnection at least fourteen (14) days prior to disconnection.

(3) Where the tenant is the Member of the Association and is subject to disconnection, the Association will notify the landlord in writing of the option of subscribing for the service provided at the tenant's premises. However, the Association may not attempt to recover from the landlord or condition service to the landlord the payment of any outstanding bills or other charges due from the outstanding account of the tenant. If, however, the landlord has a previously outstanding balance at the same service address, the Association may condition service to that landlord as provided for under 3 AAC 52.450. If the landlord declines to subscribe for service or arrange for payment of the delinquency where applicable within ten (10) days after written notice by the Association is mailed to the landlord, then the Association may disconnect service without further notice.

(i) Disconnect for Failure to Comply with Deferred Payment Agreement

At least three (3) working days before disconnection, the Association will serve written or telephone notice of disconnection to a Member who has failed to comply with a deferred payment agreement.

(j) Final Disconnect Procedure

Within ten (10) days of the date specified on the Shut-Off Notice, the Association may, without further notice, disconnect service to a Member between the daily business hours of 8:00 a.m. on Monday to 5:00 p.m. on Thursday. Service may not be disconnected on a Friday or a day preceding a holiday.
Rules and Regulations
Section 7.8 Continued

(k)Prohibited Reasons for Disconnection

The Association may not disconnect service to a Member for any of the reasons stated below:

1. Delinquency in payment for services rendered to a prior Member at the premises where service is being provided, except in the instance where the prior Member continues to reside on the premises;

2. failure of the Member to pay for services or equipment which are not regulated by the Commission;

3. nonpayment of a bill related to another class of service at a different service location;

4. the Member disputes the amount due on the delinquent account, complies with the Association's tariff rules on Member bill disputes, and the dispute remains under investigation by the Association or by the Commission. However, a Member shall pay any undisputed amount, and the Association may proceed to disconnect service in accordance with 3 AAC 52.450 for failure to pay any undisputed amounts; or

5. the Member is unable to pay the full delinquent amount due, qualifies under the Association's tariffed eligibility requirements for deferred payment agreements, and is in compliance with a signed, or is in the process of timely negotiating, a deferred payment agreement;

6. the Association will defer disconnection of residential service when the ambient temperature, as recorded at the Kenai Municipal Airport, has remained below freezing (32°) for longer than 72 consecutive hours.
(1) Removal of Association Property Upon Disconnect
The Association may remove any or all of its property installed on
a Member's premises upon disconnection of service.

(m) Restoration of Service After Disconnect
The Association will restore service within three (3) working days of correction of the
conditions which resulted in the disconnection. Correction includes execution of a
defered payment agreement. If service is restored at the Member's request during
a period other than regular working hours, the Association may impose an after-hours
charge for reconnection.

(n) Disconnection Records
The Association will maintain a record of each disconnection of service including the
reason for the disconnection. This record must be maintained for two years and be
available for Commission inspection.
Application for Interconnection of
Alternative Power Generation

Member Name: __________________________  Member Number: __________________________

Federal Tax ID No. or Social Security No.: ____________________________________________

Contact Person: ________________________________________________________________

Address: _______________________________________________________________________

City: __________________________  State: _______  Zip Code: __________________________

Phone: __________________________  Fax: __________________________  E-mail Address: ______________

Alternate Contact Phone: __________________________________________________________

Location of Proposed Project (legal description): ______________________________________

Wind Turbine:

Wind Turbine Manufacturer: ______________________________________________________

Rated Power Output, Watts: __________________________  at __________________________ m.p.h Wind Speed.

Inverter Manufacturer: __________________________________________________________

UL 1741 "Utility Interactive" Listed: □ Yes    □ No

IEEE 1547 Compliant: □ Yes    □ No

Solar PV Type:

Quantity of Solar Panels: _____ x Nominal Rating Watts (each) ______ = Total Wattage _____

Solar Panel Manufacturer: ________________________________________________________

Type of Array Mounting: □ Fixed    □ Tracking

Inverter Manufacturer: __________________________________________________________

UL 1741 "Utility Interactive" Listed: □ Yes    □ No

IEEE 1547 Compliant: □ Yes    □ No
Other Qualified Alternative Energy Generator:

Describe: ________________________________

Member Signature: __________________________ Date: ________________

Title: ________________________________

Please direct all inquiries and return this application to Homer Electric Association, Inc. before purchasing and installing a Alternative Power Generator:

Brad Hibberd
Phone: 907-283-2318
Homer Electric Association, Inc.
280 Airport Way
Kenai AK 99611

Fax: 907-283-7122
E-mail: bhibberd@homerelectric.com
Web Site: www.homerelectric.com

For HEA Use Only

Member #: ________________________________

Approved by: __________________________ Date: ________________

Title: ________________________________
**HEA Member**

**Applicant:**

- Legal Name: 
- Mailing Address: 
- City, State, Zip: 
- E-Mail Address: 
- Home Phone: 
- Cell/Work #: 

**Type of Request:**

- New Service 
- Construction Power Needed
- Change Existing Facilities
- Upgrade
- Temporary
- Other:__________

**Building Site/Subdivision Type:**

- Residential
- Non-Residential

**Subdivision Name:** _______ Plat Recorded: Yes

**Physical Address:** _______ Block: _______

**Lot(s):** _______ Lot Corners: Identified

**Site Improvements**

- Municipal Water
- Municipal Sewer
- DEC Septic
- Well
- Gravel Pad
- Improved Gravel Driveway (min. 50 feet)
- Permanent Foundation
- Trailer with lean-to (minimum 85 feet)

**Building only movable with special equipment**

**Building Style:**

- House
- Cabin
- Mobile Home
- RV
- Other:__________

**Approximate Size:** _______ Foundation Type: _______

**Service 200 Amps and less**

- Type: Overhead
- Underground
- Service Size: 100 Amp
- 200 Amp

**Meter Base Mounted to:**

- Building
- Pole
- Stub/Post
- Multi Unit
- Number of Units: _______

**Other Services:**

**Service greater than 200 Amps**

- Single Phase
- Three Phase
- Multi Unit
- Number of Units: _______

**Service Size:** _______ AMP

**Three Phase Voltage:**

- 120/208
- 120/240
- 277/480
- 240/480

**Calculated Load:** _______ (For Commercial Customers **Only**)

**Motor Size:** _______ Note: Single-Phase – less than 10 hp

3-Phase – 10 hp and above

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HEA Form #0038-1 (Rev 4/14/15) TA 375-32

Effective: June 1, 2015
DESIGN AND ENGINEERING AGREEMENT

The undersigned ("Applicant") hereby authorizes Homer Electric Association, Inc. ("HEA") to provide a firm quote to construct the service (the "Construction") requested on the attached Application for New/Rework of Service (the "Application"). In order to develop a quote of the cost to perform the Construction contemplated by the Applicant, HEA will incur certain expenses. Applicant agrees to pay HEA for such expenses under the following terms and conditions:

1. Applicant has paid HEA a Design and Engineering Fee of $____________ for expenses incurred by HEA in designing and engineering the Construction contemplated by Applicant. HEA will design and engineer the Construction and provide a quote (the "Firm Quote") of the Construction cost to the Applicant. The Firm Quote will be valid for 60 calendar days from the date HEA provides it to the Applicant, after which time it will be of no force and effect.

2. If HEA performs design and engineering functions and the Applicant cancels the Application, the fee paid in advance will be refunded only to the extent that costs incurred by the Association do not exceed the amount paid in accordance with Section 6 of HEA's Tariff. Should the Application be cancelled and the costs incurred exceed the Design and Engineering Fee, the Applicant will pay the additional costs.

3. Applicant must pay additional costs for redesign, above and beyond the Firm Quote, as described in Section 6.2(a)(5) of the Tariff.

4. Applicant, for good and valuable consideration, receipt of which is hereby acknowledged, grants to HEA an easement to construct, operate, repair, inspect and maintain all electrical facilities deemed necessary by HEA to provide safe and continuous electric service as applied for herein, upon the land described in the Application. Applicant hereby warrants and covenants that:
   a. Applicant is the owner of the above described land and has the right to convey this easement.
   b. If Applicant is not the owner of the land described in the Application, Applicant hereby agrees to provide documents, signed and notarized by the property owners, granting Applicant the authority to convey a utility easement to HEA. Such documentation must be supplied along with the Application.

5. This Agreement shall not be construed as a contract to provide electrical service to Applicant or as a contract to perform the Construction contemplated by the Applicant. This Agreement merely provides payment to HEA to allow HEA to determine a Firm Quote for the cost of the work described in the Application.

I hereby certify that the information given on the application above is true and correct to the best of my knowledge and I understand that if any of the above information is false or incorrect that I may be responsible for all costs to install and remove any HEA equipment requested on this Application.

Applicant Signature: ____________________________ Date: ____________

HEA Representative Signature: ____________________________ Date: ____________

Effective: May 20, 2013
CONSTRUCTION AGREEMENT

Applicant ________________________, whose address is ________________________________, hereby requests that Homer Electric Association, Inc. ("HEA") perform the work ("Construction") contemplated in the attached Application for New/Rework of Service (the "Application"). Applicant and HEA agree to the following terms and conditions:

1. Applicant Duties.
   a. Payment. Applicant shall pay HEA the amount specified in the Firm Quote as defined in HEA’s Tariff (the "Tariff") filed with the Regulatory Commission of Alaska (the "Commission") prior to its expiration. A copy of the Firm Quote will be attached when the Firm Quote is accepted by the customer and payment in full has been received. Applicant must pay in full, or make financial arrangements for, all costs required for the type of service described in the Application before HEA will schedule the project for Construction.
   b. Adherence to Tariff. Applicant must satisfy all requirements for a line extension specified in Section 6 and Sections 7.4 and 7.5 of HEA’s Tariff before HEA will begin Construction. A copy of Section 6 and Sections 7.4 and 7.5 of the Tariff is attached.
   c. Familiarity with Tariff. Applicant has been provided a copy of Section 6 and Sections 7.4 and 7.5 of the Tariff. This contract incorporates by reference, and is governed by, the Tariff.

2. HEA Rights and Duties.
   a. Construction. HEA shall perform Construction in accordance with the terms and conditions of this agreement and the provisions of Section 6 and Sections 7.4 and 7.5 of the Tariff. HEA shall use reasonable diligence to construct the facilities covered by this agreement and comply with applicable Tariff provisions. HEA shall be excused from performance if prevented by acts of God or of the common enemy, by accident, by strikes or other labor disputes, by the inability to secure necessary permits or right-of-ways or for any other cause outside HEA’s reasonable control.
   b. Discretion. At its discretion, HEA may perform work outside the defined construction season as stated in its tariff when conditions warrant the safe and efficient operation of its equipment and personnel. HEA cannot offer any guarantee that standard underground construction will occur outside the construction season stated above. If HEA, using reasonable diligence, does not expect the construction to be completed in the current construction season, additional fees will be collected for non-standard construction costs per Tariff Section 6.2(a)(6).

3. Subsequent Change in Scope of Work.
   Once the project proceeds to construction, if the scope of work changes as a result of actions taken by or is otherwise attributed to the Applicant, the cost of the changes will be paid by the Applicant, as provided in Section 6.2(a)(5) of the Tariff. The Applicant will pay any additional costs resulting if the Applicant delays construction. If HEA initiates a scope of work change once construction proceeds for the sole convenience of HEA, any cost additions will be borne by HEA.

HEA #0038-1 TA375-32

Effective: June 1, 2015
4. Succession.
This Agreement will inure to the benefit of, and be binding on, the heirs, successors, legal representatives, and assigns of the respective parties hereto, but no assignment will be effective unless it is in writing. If Applicant transfers this project to another entity while the contract is in effect, the provisions of this Agreement are binding on the Applicant until such time as a written assignment is effective.

5. Entire Agreement.
This Agreement supersedes any and all other agreements heretofore entered into by the parties hereto for the installation of electric distribution facilities, provided however, that the parties hereto mutually understand and agree that HEA is a public utility within the contemplation of the Alaska Public Utilities Act (AS 42.05.010, et seq.), is regulated thereunder by the Commission and that this Agreement is subject to such modification as may be required to conform with any rule, regulation, or order of the Commission, including any revision of the applicable Tariff, which may be adopted or approved hereafter by the Commission.

6. Governing Law; Headings. Any suit, action or proceeding brought by either party in consequence of or to enforce any term or condition of this Agreement shall be commenced in Kenai, Alaska. This Agreement is made subject to and shall be governed and construed in accordance with the laws of the State of Alaska and the authority granted to the individual parties thereunder. The headings and subheadings contained in the Agreement are used solely for convenience and do not constitute a part of the Agreement between the parties hereto, nor should they be used to aid in any manner in the construction or interpretation of this Agreement.

7. Effective Date. This Agreement shall be effective as of the date that Applicant has paid, or made financial arrangements to pay, the Firm Quote, and any other related costs or fees, and has complied with all other Applicant requirements in Section 6.2(i) of the Tariff.

I hereby certify that the information given on the application above is true and correct to the best of my knowledge and I understand that if any of the above information is false or incorrect that I may be responsible for all costs to install and remove any HEA equipment requested on this application.

Applicant Signature: ____________________________ Date: ______

HEA Representative Signature: ____________________________ Date: ______
MEMBER-CONSTRUCTED EXTENSIONS

☐ Single Family Residential ☐ Multi-Unit Residential ☐ Multi-Lot Residential
☐ Small General Service ☐ Large General Service ☐ Other (specify): ______

Homer Electric Association, Inc. ("HEA") and
("Applicant"), enter into the following Agreement, effective this day of ___________ 20__

In accordance with the terms of HEA’s Rules and Regulations (the “Tariff”) as filed with the
Regulatory Commission of Alaska (the “Commission”), the Applicant will construct and install the
distribution facilities necessary to furnish electric utility service “Service Extension” to Applicant’s facility
located at:

Full Legal Description: __________________________________________________________
________________________________________________________________________________
________________________________________________________________________________

Subject to the following terms and conditions:

1. **Service Extension Characteristics:**
   Service under this Agreement will be alternating current, (single/three) phase, sixty cycles at a
   nominal voltage of ______. The Service Extension to be constructed will be overhead, underground or a combination of both.

2. **Project Design:**
   The design of the Service Extension will be completed by HEA and the applicant will be responsible for costs incurred to prepare the design. A minimum $500 Design & Engineering Fee must be paid prior to HEA commencing work on the design. A greater Design & Engineering Fee will be required for Service Extensions that exceed 2,000 feet. The Association’s design shall be attached as Attachment A upon design completion.

3. **Construction:**
   Applicant will be using the following HEA approved vendors for construction of the electrical facilities on this project:
   a. Electrical construction performed by:
      Company/Individual: ____________________________________________
      Business Address: ____________________________________________
      Alaska Business License #: ________________________________
      Alaska Contractor License #: ________________________________
      Alaska Electrical Administrator: ________________________________
      Administrator’s Registration #: ________________________________
MEMBER-CONSTRUCTED EXTENSIONS

☐ Single Family Residential ☐ Multi-Unit Residential ☐ Multi-Lot Residential
☐ Small General Service ☐ Large General Service ☐ Other (specify): __________

Homer Electric Association, Inc., ("HEA") and
("Applicant"), enter into the following Agreement, effective this ___ day of __________ 20 ____.

In accordance with the terms of HEA's Rules and Regulations (the "Tariff") as filed with the
Regulatory Commission of Alaska (the "Commission"), the Applicant will construct and install the
distribution facilities necessary to furnish electric utility service "Service Extension" to Applicant's facility
located at:

Full Legal Description: ____________________________________________________________

________________________________________________________________________________

Subject to the following terms and conditions:

1. Service Extension Characteristics:
Service under this Agreement will be alternating current, (single/three) phase, sixty cycles at a
nominal voltage of _______. The Service Extension to be constructed will be overhead, underground or a combination of both.

2. Project Design:
The design of the Service Extension will be completed by HEA and the applicant will be
responsible for costs incurred to prepare the design. A minimum $500 Design & Engineering Fee
must be paid prior to HEA commencing work on the design. A greater Design & Engineering Fee
will be required for Service Extensions that exceed 2,000 feet. The Association’s design shall be
attached as Attachment A upon design completion.

3. Construction:
Applicant will be using the following HEA approved vendors for construction of the electrical
facilities on this project:

a. Electrical construction performed by:
   Company/Individual: __________________________________________________________
   Business Address: ______________________________________________________________
   Alaska Business License #: _____________________________________________________
   Alaska Contractor License #: ___________________________________________________
   Alaska Electrical Administrator: _________________________________________________
   Administrator's Registration #: _________________________________________________
4. **Period of Agreement:**
This Agreement will be effective on the date hereof and will continue in effect for a period of two (2) years.

5. **Indemnification:**
The Applicant will be required to agree, in writing, to indemnify, defend and hold harmless HEA against liability to the extent the permitting authority requires the same of HEA. The Applicant shall agree, in writing, to reimburse HEA for the cost of acquiring any required permits to perform construction. An Indemnification & Reimbursement Agreement must be signed and returned to HEA prior to commencement of the project (Attachment D).

6. **Relation to Tariff and Familiarity with Agreement:**
Applicant represents that he/she has carefully reviewed each section of this Agreement and has reviewed Section 6 and Sections 7.4 and 7.5 of HEA's Tariff on file with the Commission and included herein as Attachment B. This contract incorporates by reference, and is governed by, the Tariff.

7. **Payment:**
HEA will provide a Firm Quote for design, staking, permits, inspection, as-building, mapping and final connection of service to the Applicant. The Applicant will be required to pay the cost of the Firm Quote prior to being provided the design.

8. **Secondary Service Credit (SSC):**
HEA will apply a Secondary Service Credit (SSC) for eligible Service Extensions as set forth in Section 6.1(j). The SSC will be refunded upon acceptance of the Service Extension and Applicant submission of the costs for constructing the Service Extension. Any refund shall be the lesser of the actual construction costs or the Secondary Service Credit at the time the Association takes title to the Service Extension.

9. **Cost Share:**
In order to be eligible for cost sharing under Tariff Section 6.1(g), the Applicant must provide cost documentation to HEA per Tariff Section 6.5(f) within three (3) months after HEA accepts the Service Extension.

10. **Roadway or Security Lighting:**
The Applicant is responsible for any roadway or security lighting required by the governing agencies.

11. **Work Schedule:**
Applicant's work to be completed under this Agreement will be completed on or before the end of the next construction season. If the project is not completed by this date, HEA may deem the project abandoned and Applicant will pay HEA for costs HEA has incurred plus overhead.

12. **Succession:**
This Agreement will inure to the benefit of, and be binding on, the heirs, successors, legal representatives, and assigns of the respective parties hereto, but no assignment will be effective unless it is in writing. HEA will have no obligation to allow a credit, to any successor-in-interest of which it has no notice, nor to any person for whom it has not been furnished a current mailing
address. If Applicant transfers this project to another entity while the contract is in effect, the provisions of this Agreement are binding on the Applicant until such time as a written assignment to the subsequent owner is effective.

13. Transfer of Ownership of Applicant Installed Facilities:
Upon HEA’s acceptance of Applicant’s completed installation under tariff Section 6.5(d)(3), Applicant will transfer full ownership of all equipment and material and other rights to these facilities to HEA, giving up any claim to them. Upon transfer of ownership of the facilities to HEA, HEA will assume responsibility for subsequent operation and maintenance of the facilities. Once transfer is complete and the Applicant has submitted the costs set forth in tariff Section 6.5(f), HEA will, per tariff Section 6.5(h) pay Applicant any Secondary Service Credit due under Tariff 6.1(j). Transfer of ownership will be accomplished with Attachment C.

14. Notice:
Whenever written notice is required hereunder, such notice will be considered to have been delivered when deposited in the United States mail, postage prepaid, and addressed to:

Physical/Mailing Address
Homer Electric Association, Inc.
Attention: Manager of Engineering Services
3977 Lake Street
Homer, AK 99603-7680

Applicant's Physical Address

Applicant’s Mailing Address

Either party may change its address of record by similar written notice to the other party.

15. Entire Agreement:
This Agreement supersedes any and all other agreements heretofore entered into by the parties for the installation of electric distribution facilities, to the premises, or for the purposes described herein; provided, however, that the parties hereto mutually understand and agree that HEA is a public utility within the contemplation of the Alaska Public Utilities Act (AS 42.05.010, et seq.), is regulated thereunder by the RCA and this Agreement is subject to such modification as may be required to conform with any rule, regulation, or order of the RCA, including any revision of the applicable tariff, which may be adopted or approved hereafter by the RCA.

16. Governing Law and Jurisdiction; Headings and Subheadings:
Any suit, action or proceeding brought by either party in consequence of or to enforce any term or condition of this Agreement shall be commenced in the State of Alaska, Third Judicial District at Kenai, Alaska. This Agreement is made subject to and shall be governed and construed in
accordance with the laws of the State of Alaska and the authority granted to the individual parties thereunder.

The headings and subheadings contained in this Agreement are used solely for convenience and do not constitute a part of the Agreement between the parties hereto, nor should they be used to aid in any manner in the construction or interpretation of this Agreement.

17. **Membership:**
Applicant will become a member, or remain a member, and otherwise be bound by such Articles and By-laws, and by all other proper rates, rules, and regulations adopted by HEA, including those contained in HEA’s Tariff on file with the RCA. This provision is not applicable to installations involving multi-unit or multi-lot residential installations or general service installations otherwise involving more than one subsequent metered member.

18. **Counterparts:**
This Agreement is simultaneously executed and delivered in two (2) counterparts each of which will be deemed to be an original, and will constitute but one and the same instrument.

IN WITNESS WHEREOF, HEA has caused this Agreement to be executed by its General Manager, or his duly authorized designee, and Applicant has executed this Agreement, or caused the same to be executed by its duly authorized agent and representative, all as of the day and year first provided below.

By: ___________________________________________ Date: __________
    Homer Electric Association, Inc. (HEA)

Print Name: __________________________________________

Title: __________________________________________

By: __________________________________________ Date: __________
    Applicant's Signature (if representative, attach power of attorney)

Applicant's Printed Name: __________________________________________

HEA Form #0036   TA375-32
Page 4 of 8
Effective: June 1, 2015
HOMER ELECTRIC ASSOCIATION, INC.
Homer, Alaska

AGREEMENT FOR MEMBER-CONSTRUCTED EXTENSIONS

Attachment A

Applicant's Line Extension Design [drawing(s) and specifications]
HOMER ELECTRIC ASSOCIATION, INC.
Homer, Alaska

AGREEMENT FOR MEMBER-CONSTRUCTED EXTENSIONS

Attachment B

Section 6 Service Extensions, and Sections 7.4 and 7.5 Homer Electric Association, Inc. Tariff
HOMER ELECTRIC ASSOCIATION, INC.
Homer, Alaska

AGREEMENT FOR MEMBER-CONSTRUCTED EXTENSIONS

Attachment C

Transfer of Ownership
AGREEMENT FOR MEMBER-CONSTRUCTED EXTENSIONS

Attachment D

Indemnification
Homer Electric Association, INC.
Homer, Alaska

AGREEMENT FOR MEMBER-CONSTRUCTED EXTENSIONS

Transfer of Ownership Member Constructed Facilities

Pursuant to the Member Constructed Extensions Agreement ("Agreement") executed between Homer Electric Association, Inc. ("HEA") and ________ (the "Applicant") on ________, 20____, ownership of those installed electrical power distribution facilities ("Facilities") as described in Attachment A of the Agreement are hereby transferred and conveyed to HEA through this instrument.

Applicant hereby relinquishes all rights and ownership to the Facilities and transfers and conveys the Facilities to HEA and warrants the Facilities as described in Section 13 of the Agreement.

By: ___________________________ Date: ___________________

Authorized Representative of: ___________________________

Printed Name: ___________________________
Printed Title: ___________________________

HEA hereby accepts ownership and subsequent operation and maintenance responsibility for the Facilities, except for any warranty obligations owed by the Applicant as described in Section 13 of the Agreement.

Received by: ___________________________ Date: ___________________

Authorized representative of Homer Electric Association, Inc.

Printed Name: ___________________________
Printed Title: ___________________________
INDEMNIFICATION & REIMBURSEMENT AGREEMENT
Member Constructed Line Extensions

THIS AGREEMENT is made as of this __________ day of __________, 20____, by and between HOMER ELECTRIC ASSOCIATION, INC. ("HEA"), of 3977 Lake St., Homer, Alaska 99603 and _____________________________________________ (the "Member").

RECITAL

The Member has elected to construct a primary line extension pursuant to Section 6.5 of HEA’s Rules and Regulations (the “Tariff”). That section requires the Member to provide, at no cost to HEA, satisfactory rights of way. The Member’s line extension design will require the Member to obtain one or more right-of-way construction permits from federal, state, or local government entities (each, a “Permitting Authority”). The Member has requested HEA to apply for and obtain the required right-of-way construction permits. As a condition of issuing a construction permit a Permitting Authority typically requires the utility to assume all risks associated with the exercise of the permit. To induce HEA to obtain the required right-of-way construction permits, the Member has agreed to reimburse HEA for the cost of acquiring the permits and to defend and indemnify HEA against liability arising from the member’s use of the permit and construction within or adjacent to the property encompassed by the right-of-way construction permit.

NOW, THEREFORE, in consideration for HEA’s agreement to apply for and obtain the required right-of-way construction permits, Member agrees as follows:

1. Member shall pay HEA the sum of $________________ as reimbursement for the cost of acquisition of the required permits.

2. Member shall defend, indemnify and hold harmless HEA and its representatives (which shall be deemed to include HEA’s employees, past and present officers, directors, affiliates, attorneys, sureties, and agents) from and against any and all liabilities, claims, losses, damages or expenses of any type or kind, including actual attorney’s fees, and expert witness fees, which may be incurred or sustained by HEA or its agents, officers, employees or representatives by reason of any act, omission, misconduct, negligence, or default on the part of Member or its employees, agents, representatives, or contractors arising in connection with or related to the permit obtained by HEA on the Member’s behalf.

3. Member shall defend, indemnify and hold harmless HEA and its representatives (which shall be deemed to include HEA’s employees, past and present officers, directors, affiliates, attorneys, sureties, and agents) from and against any and all liability, claims, lawsuits, losses, damages, expenses, fines, penalties, citations or infractions of any type or nature, including actual attorney fees and expert witness fees, which may be incurred or sustained due to the Member’s alleged violation of any permitting, land use, or environmental laws and regulations. In the event a claim is made which is subject to this paragraph, HEA reserves the right to select legal counsel and control the defense and settlement of any such claim. Such defense shall be at the sole expense of the Member.

4. Member’s indemnification obligation shall not apply to liability for damages for bodily injury to persons or damage to property caused by the sole negligence of HEA and not in any way attributable to any act or omission on the part of the Member.

Effective: May 20, 2013
5. This Agreement incorporates by reference, and is governed by, the Tariff. This Agreement shall be interpreted under the laws of the state of Alaska. In the event it is necessary for either Party to utilize the service of an attorney to enforce any of the terms of this Agreement, if such enforcing Party prevails, it shall be entitled to compensation for its reasonable attorney's fees and costs. In the event of litigation regarding any of the terms of this Agreement, the substantially prevailing party shall be entitled, in addition to other relief, to such actual attorney's fees and costs as demonstrated by the prevailing Party to the court. Venue for any such actions shall be exclusively in the Third Judicial District at Kenai, Alaska.

HOMER ELECTRIC ASSOCIATION, INC.

By: ____________________________
Printed Name: ____________________
Title: ____________________________

Member Name

By: ____________________________
Printed Name: ____________________
Title: ____________________________

Effective: May 20, 2013