

ROCKY MOUNTAIN POWER

Original Sheet No. R3-1

P.S.C. Wyoming No. 10

Electric Service Agreements Rule 3

I. Application For Service

A. Application

The application is a request for service and does not bind the Company to serve, unless and until the application is accepted by the Company. The Company may require the Applicant to pay a security deposit before accepting the Applicant as a Customer. Where service is taken without Company authorization, the Company may disconnect service without notice.

B. Contracts

Under special conditions, the Company may require a written contract. This contract is not binding until signed by an authorized representative of the Company. Signed contracts benefit and bind the successors of the Customer and the Company.

C. Joint Application

If two or more Entities jointly apply for service, they are equally responsible. The Company will issue only one bill.

D. Change of Occupancy

The Customer must notify the Company before the date of the change of occupancy. The outgoing Customer is responsible for all service supplied at the location until the Company receives notice of the change. The incoming Customer must make application, qualify as a Customer and agree to assume responsibility for the service billing, including minimums, from that date forward.

E. Off-Hours Connect or Disconnect

If an Entity requires connection or disconnection of service after Normal Business Hours, the Company may collect a charge as specified in Schedule 300. The Company will advise the Entity of the charge before providing the service. The Company will not charge for service connections or disconnections during Normal Business Hours.

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II. Implied Service Agreement

The act of the Company agreeing to deliver service and the Customer accepting it shall create an agreement between the Customer and the Company, even in the absence of a signed application, agreement or contract.

III. Agreements, Rules and Rate Schedules

These Rules and the applicable rate schedule are a part of each electric service agreement or contract, expressed or implied. In case of a conflict between any part of an agreement or contract, a rate schedule or these Rules, the rate schedule will take precedence followed by these Rules.

IV. Selection and Changes of Rate Schedule

A Customer may choose any applicable rate schedule. Upon request, the Company will help the Customer select a favorable rate. The Company will base its recommendation on the Customer's description of service and is not liable for an error caused by such information.

If the Customer wishes to change schedules, the Customer must notify the Company. Rate schedule changes may occur only once in 12 months, unless in the Company's opinion, altered conditions justify a change. Billing under the new rate schedule will begin with usage following the next regularly scheduled meter reading following the Customer's written notice.

V. Termination of Service Agreement

When an agreement or contract expires, it will continue in effect unless either the Customer or the Company notifies the other to cancel the contract. The notice must be in writing and provide at least 30 days before the cancellation, unless the agreement provides otherwise.

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VI. Continuing Service

If a Customer requests Disconnection of Service and, within 12 months, requests reconnection at the same Point of Delivery, and the facilities have not been removed, the Customer will be billed a Continuing Service Charge as specified in Schedule 300.

VII. Availability of Facilities

A. Disconnection of Facilities

The Company may disconnect service to delinquent accounts under **Rule 10**. The Company may take any action it deems appropriate to disconnect the service.

B. Removal of Facilities

The Company may remove facilities that are not used for 12 consecutive months unless there is a contract providing for continued availability. Failure to remove the facilities immediately does not eliminate the Company's right to remove the facilities at a later date.

The Company may remove the facilities sooner at the property owner's request. If the property owner requests service at the same Point of Delivery within 12 months, the Company will treat the request as a Relocation of Facilities under **Rule 12**.

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