
ROCKY MOUNTAIN POWER
ELECTRIC SERVICE REGULATION NO. 3
STATE OF UTAH

Electric Service Agreements

1. APPLICATION FOR SERVICE

Each Applicant for service may be required to sign the Company's standard application for electric service or a contract before service is supplied by the Company. For electric service in large quantity or under special conditions, the Company may require a suitable written agreement or special contract. No such agreement, contract or any modification thereof shall be binding upon the Company until executed by a duly authorized representative. Executed agreements and contracts shall be to the benefit of and be binding upon the heirs, administrators, executors, successors in interest and assigns of the Company and of the Customer.

In any case where two or more parties join in one application for electric service, such parties shall be jointly and severally liable thereunder, and only one bill shall be rendered for electric service supplied in accordance therewith.

When a change of occupancy occurs, notice of such change must be given to the Company prior to the date of such change. The outgoing Customer will be held responsible for all service supplied at the location until such notice has been received by the Company.

Transfer of service requires that the person to whom the service is to be transferred make application to the Company, qualify as a Customer and agree to assume responsibility for the billing for service, including minimums, from that date forward.

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2. IMPLIED SERVICE AGREEMENT

In the absence of a signed application, agreement or contract, the delivery of electric service by the Company and the acceptance thereof by the Customer shall be deemed to constitute an agreement by and between the Customer and the Company.

3. ELECTRIC SERVICE SCHEDULE PRECEDENCE

These Regulations and the applicable Electric Service Schedule are hereby made a part of each Electric Service Agreement, express or implied. In case of a conflict between any of the provisions of the agreement or contract, Electric Service Schedule and these Electric Service Regulations, the provisions of the Electric Service Schedule will take precedence followed by the provisions of these Electric Service Regulations.

Special contracts may be necessary due to unique circumstances when the standard Electric Service Schedules do not apply. A special contract is the Electric Service Schedule with respect to the customer to which it applies since it establishes the pricing provisions and conditions under which electric service is provided to that customer. All Special Contracts must be filed with the Public Service Commission. Conflicts between a Special Contract and the Electric Service Regulations of which the Company is aware will be specified when the contract is filed. In the case of a conflict between any of the provisions of a Special Contract and these Electric Service Regulations, the provisions of the Special Contract shall take precedence over the Electric Service Regulations.

4. SELECTION AND CHANGES OF ELECTRIC SERVICE SCHEDULE

Where optional Electric Service Schedules are available, the Company will assist the Customer, upon request, in the selection of the Electric Service Schedule most favorable for his/her service requirements. The recommendation to the Customer will be based on his/her statement of the class of service required, the amount and manner of use, and other pertinent information. The Company shall not be liable for any errors with respect to the information received from the customer. A Customer being billed under one or two or more optional Electric Service Schedules applicable to his/her class of service may elect to be billed on any other applicable Electric Service Schedule by notifying the Company in writing and the Company will bill the Customer under such elected Schedule from and after the date of the next meter reading. However, a Customer having made such a change of Electric Service Schedule may not make another such change within the next 12 months, unless altered conditions or other good cause justify a change within a shorter period.

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5. RENEWAL AND TERMINATION OF SERVICE AGREEMENTS

At the expiration of the term stated in the Service Agreement or contract, or any renewal thereof, or any extended term thereof, the agreement or contract shall remain valid from month to month unless either the Company or the Customer provides 30 days notice in writing of its desire to terminate such agreement, unless otherwise provided for in the agreement or contract.

6. CUSTOMER'S RIGHT TO CANCEL AGREEMENT

Where the Customer entirely suspends operations during the Agreement period with the intention to permanently abandon them, the Customer's obligation to take service pursuant to the Agreement may be suspended by written notice to the Company not less than 90 days before the effective date of such proposed suspension of service, unless otherwise provided in the applicable Electric Service Schedule or in the Electric Service Agreement. No such suspension of service shall release the Customer from his/her obligation under any term minimum guarantees based on special investment made by the Company to serve the Customer. If after a suspension of service pursuant to this regulation, the Customer shall thereafter resume operations within the original Agreement period, at the option of the Company the Agreement may be renewed for the remainder of the Agreement period and for an extended period equal to that during which operations were suspended. If the discontinuance by the Customer is a breach of the Service Agreement, the right of the Company to collect the sums mentioned herein shall be in addition to all other rights it may have on account of such breach.

7. DEFAULT BY CUSTOMER

For any default or breach by the Customer of a Service Agreement, including failure to pay bills promptly, the Company in addition to all other legal remedies, may terminate the Service Agreement or suspend the supply of service in accordance with Electric Service Regulation No. 10. Subsequent to the termination or suspension of service and following the due and payable period of the Customer's closing bill, the Customer will be responsible for any reasonable costs associated with the collection of unpaid accounts, including but not limited to: court costs, attorney's fees and/or collection agency fees. If an applicant with a recoverable balance assigned to a collection agency requests new service, and if their application is approved and all required charges are paid, the Company will cancel the collection agency assignment and transfer the remaining debt to the customer's current account, so long as legal action has not been initiated by the collection agency. The collection agency will not assess a fee to the customer when a past due balance is transferred to the customer's current account.

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8. ELIGIBILITY FOR RESIDENTIAL SERVICE

Residential electric service is to be conditioned upon payment of deposits where required, and of all outstanding debts for past electric service which are owed by the applicant to the Company. However, an applicant unable to pay a delinquent account balance may be eligible to enter into a deferred payment agreement under the provisions of Electric Service Regulation No. 10. Residential service shall be provided to an applicant without consideration of an outstanding debt which was incurred prior to the commencement of a divorce or separate maintenance action in the courts and which was in the name of a former spouse. An applicant is ineligible for service if at the time of application, the applicant is cohabiting with a delinquent account holder, previously terminated for non-payment, and the applicant and delinquent account holder also cohabited during the time the delinquent account holder received the utility's service, whether such service was received at the applicant's present address or another address. Electric service may, however, be denied at any time where unsafe conditions exist or where the applicant has given false information in connection with any utility service application or tampered with utility meters, lines, or other Company property.

9. AVAILABILITY OF FACILITIES

The Company shall not be required to maintain facilities in place or to continue the availability of facilities installed for the Customer's service when: (a) facilities are not being utilized to provide service in accordance with an application for service; or (b) no contract providing for continuing availability at a stated capacity is in effect. Such facilities that have not been used during the last 12 months may be subject to removal. The decision to remove said facilities shall be at the Company's sole discretion. The decision for such removal shall be based on but not limited to (1) revenue potential of facilities, (2) safety hazards, (3) availability of workforce and (4) length of time facilities are expected to remain idle.