

**ROCKY MOUNTAIN POWER**  
**ELECTRIC SERVICE REGULATION NO. 9**  
**STATE OF UTAH**

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**Deposits**

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**1. DEPOSITS**

In accordance with the conditions stated below, the Company may require from its Customers a security deposit intended to guarantee payment of bills. The deposit may be in addition to any advance contribution or guarantee in connection with construction of lines or facilities as provided for in the extension policy of the Company as stated in the Company's Electric Service Regulation No. 12. An Applicant or Customer that is currently involved in ongoing bankruptcy proceedings is subject to the deposit provisions of Section 366(b) of the Federal Bankruptcy code, 11 U.S.C. § 366.

**(a) Non-residential Customers**

The Company may require at any time from any Non-Residential Customer a security deposit intended to guarantee payment of bills. Such deposit shall not exceed the amount of an estimated average 90 days bill at the premises. In lieu of a security deposit the Company will accept a guarantee in a form and from a third party guarantor that is acceptable to the Company, or a surety bond or letter of credit, each of which in a form and from a surety or financial institution acceptable to the Company.

**(b) Residential Customers**

In accordance with the conditions specified below, some Residential Customers may be required to make security deposits. An applicant for electric service shall have the right to pay a security deposit in at least three equal monthly installments provided that the first installment is paid at the time of application. The amount of the deposit is specified in Schedule 300.

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**ELECTRIC SERVICE REGULATION NO 9 -Continued**

**1. DEPOSITS (continued)**

**(b) Residential Customers (continued)**

**(1) Customers Applying for Residential Electric Service.**

A security deposit will be required from any prospective Customer applying for residential service meeting one of the following criteria:

- a. Has engaged in subterfuge or furnished false credit information.
- b. Fails to provide the following information:
  - (i) Customer name
  - (ii) Service address
  - (iii) Previous address
  - (iv) Social security number, driver's license number, or a government issued picture identification
  - (v) Name of a relative, relationship, and phone number; or Personal reference and phone number
  - (vi) Employer phone number, if employed
  - (vii) If renting, the owner or manager of the premises at the service address and phone number (if available) or the address or P.O. Box of the owner or manager.
- c. Has been a Customer of the Company and left a premises with an unpaid delinquent account.

A third-party guarantee as provided in Paragraph (5) below, a bond or irrevocable letter of credit from a bank, insurance company, or bond company to insure payment for electric service, or a letter of credit from the electric utility from which the Customer has received service within the past 24 months shall be acceptable in lieu of a deposit.

(continued)

**ELECTRIC SERVICE REGULATION NO 9 -Continued****1. DEPOSITS (continued)****(b) Residential Customers (continued)****(2) Current Residential Customers**

In addition to deposits which may be required pursuant to Paragraph 3. (Non-Payment of Bills) below, a deposit may be required from any Residential Customer who has been connected less than one year and is subject to termination and a ten (10) day written notice of disconnection has been issued. A current Residential Customer will be allowed to pay the security deposit in at least three equal monthly installments. Prior to termination, the Company will not require a deposit from a Customer who is in compliance with his obligations under a deferred payment agreement (which includes remaining current on his bill), or if the bill is brought current.

**(3) Waiver of Security Deposit**

The security deposit requirement shall be waived for those Residential Customers granted relief from termination pursuant to Utah Code Title 35A Utah Workforce Services Code Section 35A-8-1501. Any new security deposit required from a residential Customer shall also be waived if that Customer makes application and qualifies for the HEAT program, as determined by the Department of Community and Culture. (HEAT is a program which makes Federal funds available through the Department of Community and Culture to low-income households to assist with home energy bills.) The Company will waive any new security deposit requirement once in a twelve month period for those customers who have qualified for the HEAT program. The Company may challenge a Customer's right to such waivers in specific cases where circumstances indicate that the Customer has obtained service by means of theft or engaged in other similar conduct. All such cases must be decided by the Commission.

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**ELECTRIC SERVICE REGULATION NO 9 -Continued****1. DEPOSITS (continued)****(b) Residential Customers (continued)****(4) Contributions from Third-Party Sources**

Monies received by the Company from third-party sources (such as HEAT, REACH, SHARE, identifiable contributions from religious organizations, or other similar public assistance programs) to aid a Customer in the payment of electric service billings shall not be applied toward the payment of a security deposit, but shall be applied to reduce the cost of the home electric service received.

**(5) Third-Party Guarantees**

Third-party guarantees in lieu of security deposits shall be permitted from qualified guarantors. The Company shall consider a guarantor of residential service qualified if the guarantor is a current Customer of the Company and has not received a ten (10) day written notice of disconnection within the last 12 months.

**2. INTEREST**

Simple interest, computed from the date of deposit at the rates specified in Schedule 300, will be paid by the Company upon all such deposits. Accrued interest will be applied as a credit toward Customer's account balance at the end of twelve (12) months or sooner at the option of the Company.

**3. REFUNDS**

For Residential Customers, Deposits will be refunded at the end of twelve (12) months or sooner at the option of the Company unless the Customer has received a ten (10) day written notice of disconnection within the last 12 months. For Non-Residential Customers, if the Company determines there is an ongoing risk of non-payment to the Company, the Company may retain the Customer's deposit beyond twelve (12) months, at the Company's sole discretion. Upon final settlement of Customer's account, the deposit and any accrued interest not previously credited toward Customer's account balance will be returned to Customer less such amount as shall then be due the Company by the Customer for service rendered.

**4. NON-PAYMENT OF BILLS**

A customer or former customer of the Company, whose service was terminated for non-payment of a delinquent account or deposit where required, or who left a premises with a delinquent account, will be required to make payment of all amounts remaining unpaid from previous service in addition to a deposit as specified in Paragraph 1. (Deposits) in this Rule. Such applicant will be allowed to pay the security deposit in at least three equal monthly installments provided that the first installment is paid at the time of application.