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**ROCKY MOUNTAIN POWER**  
**ELECTRIC SERVICE REGULATION NO. 1**

**STATE OF UTAH**

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**General Provisions**

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1. The Company undertakes to furnish electric service subject to the rules of the Public Service Commission of Utah (P.S.C.U.) as supplemented by these Electric Service Regulations. These Regulations are designed to govern the supplying and receiving of electric service consistent with good operating practices and the Electric Service Schedules of the Company.
2. The P.S.C.U. adopted the Utah Residential Utility Service Rules, Utah Administrative Code R746-200, which became effective December 20, 1988. Pursuant to those rules, designated portions of these Electric Service Regulations apply only to residential electric service to consumers in single or multiple family dwellings. Such portions of these Electric Service Regulations will be designated as applying only to residential customers. Unless specifically stated otherwise, these portions of the Regulations do not apply to master-metered apartment dwellings. Commercial, industrial, government accounts and special contracts are expressly excluded from the requirements of these portions of the Regulations.
3. At the time that residential electric service is extended to an account holder the Company will provide the consumer with an up-to-date consumer information pamphlet approved by the Utah Public Service Commission, which clearly describes and summarizes the substance of the Utah Residential Utility Service Rules. The Company will mail or deliver a copy of this pamphlet, or a summarized version approved by the Commission to all residential customers annually. Copies of this pamphlet shall be prominently displayed in all business offices maintained by the Company and furnished to consumers upon request. The Company will make available upon request a Spanish edition of the consumer information pamphlet.

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**ELECTRIC SERVICE REGULATION NO. 1 - Continued**

4. When electric service is extended to a residential account holder, annually, and upon first notice of an impending service disconnection, the Company shall provide a copy of the "Customer's Statement of Rights and Responsibilities" as approved by the Public Service Commission. The Statement of Rights and Responsibilities shall be a single page document. It shall be prominently displayed in all customer service centers.
5. In accepting service from the Company, each Customer agrees to comply with and be bound by said regulations and the applicable electric service schedules. These Regulations supersede all previous Regulations which may have been effective. Interconnection and operation agreements in effect at the time these Regulations became effective shall continue in effect for the term of such agreements. These Regulations may be revised, when occasion requires, upon approval of the Public Service Commission of Utah.
6. For work which a Customer requests the Company to perform, and remuneration is not given in the Electric Service Schedules or addressed or referenced in these Regulations, the Customer shall pay the Company's cost for performing that work.
7. The rules regulating service prescribed by the Public Service Commission of Utah, Utah Administrative Code R746, are hereby adopted and by this reference made a part of the Regulations and this Tariff.
8. **STATEMENT OF UTILITY CUSTOMER RIGHTS AND RESPONSIBILITIES**  
The Utah Public Service Commission has established rules about utility consumer/company relationships. These rules cover payment of bills, late charges, security deposits, handling complaints, service disconnection and other matters. These rules assure customers of certain rights and outline customer responsibilities.

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**ELECTRIC SERVICE REGULATION NO. 1 - Continued**

**8. STATEMENT OF UTILITY CUSTOMER RIGHTS AND RESPONSIBILITIES**  
(continued)

**RIGHTS**

**Rocky Mountain Power will:**

- Provide service if you are a qualified applicant.
- Offer you at least one 12-month deferred payment plan if you have a financial emergency.
- Let you pay a security deposit in three installments, if one is required.
- Follow specific procedures for service disconnection which include providing you notice postmarked at least 10 days before service is disconnected.
- Offer winter shut-off protection of energy utility service to qualifying ratepayers.
- Advise you of sources of possible financial assistance in paying your bill.
- Continue service for a reasonable time if you provide a physician's statement that a medical emergency exists in your home.
- Give you written information about commission rules and your rights and responsibilities as a customer under those rules.

**RESPONSIBILITIES**

**You, the customer will:**

- Use services safely and pay for them promptly.
- Contact Rocky Mountain Power when you have a problem with payment, service, safety, billing, or customer service.
- Notify Rocky Mountain Power about billing or other errors.
- Contact Rocky Mountain Power when you anticipate a payment problem to attempt to develop a payment plan.
- Notify Rocky Mountain Power when you are moving to another residence.
- Notify Rocky Mountain Power about stopping service in your name or about stopping service altogether.
- Permit access for meter readers and other essential Rocky Mountain Power personnel and equipment.

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**ELECTRIC SERVICE REGULATION NO. 1 - Continued**

**8. STATEMENT OF UTILITY CUSTOMER RIGHTS AND RESPONSIBILITIES**  
(continued)

To contact your local Rocky Mountain Power office call the phone number listed on your bill.

If you have a problem, call Rocky Mountain Power first.

If you cannot resolve the problem, you may obtain an informal review of the dispute by calling the Utah State Division of Public Utilities Complaint Office at the following telephone number:

**530-6652** in Salt Lake City  
**1-800-874-0904** toll free statewide

**9. INFORMAL AND FORMAL REVIEW**

**(a) Informal Review**

Any residential customer who is unable to resolve a dispute with the Company concerning a matter addressed in the Utah Residential Utility Service Rules may obtain informal review of the dispute by a designated employee within the Division of Public Utilities. Upon receipt of a request for informal review, the Division employee shall, within one business day, notify the utility that an informal complaint has been filed. Absent unusual circumstances, the Company shall attempt to resolve the complaint within five business days. In no circumstances shall the utility fail to respond to the informal complaint within five business days. The response shall advise the complainant and the Division employee regarding the results of the Company's investigation and a proposed solution to the dispute or provide a timetable to complete any investigation and propose a solution. The Company shall make reasonable efforts to complete any investigation and resolve the dispute within 30 calendar days. A proposed solution may be that the Company request that the informal complaint be dismissed if, in good faith, it believes the complaint is without merit. The Company shall inform the Division employee of the Company's response to the complaint, the proposed solution and the complainant's acceptance or rejection of the proposed solution and shall keep the Division employee informed as to the progress made with respect to the resolution and final disposition of the

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**ELECTRIC SERVICE REGULATION NO. 1 - Continued**

**9. INFORMAL AND FORMAL REVIEW (continued)**

**(a) Informal Review (continued)**

informal complaint. If, after 30 calendar days from the receipt of a request for informal review, the Division employee has received no information that the complainant has accepted a proposed solution or otherwise completely resolved the complaint with the utility, the complaint shall be presumed to be unresolved.

**(b) Mediation**

If the Company or the complainant determine that they cannot resolve the dispute by themselves, either of them may request that the Division attempt to mediate the dispute. When a mediation request is made, the Division employee shall inform the other party within five business days of the mediation request. The other party shall either accept or reject the mediation request within ten business days of the request, and so advise the mediation requesting party and the Division employee. If mediation is accepted by both parties or the complaint continues to be unresolved 30 calendar days after receipt, the Division employee shall further investigate and evaluate the dispute, considering both the customer's complaint and the utility's response, their past efforts to resolve the dispute, and try to mediate a resolution between the complainant and the Company. Mediation efforts may continue for 30 days or until the Division employee informs the parties that the Division has determined that mediation is not likely to result in a mutually acceptable resolution, whichever is shorter.

**(c) Division Access to Information During Informal Review or Mediation**

The Company and the complainant shall provide documents, data or other information requested by the Division, to evaluate the complaint, within five business days of the Division's request, if reasonably possible or as expeditiously as possible if they cannot be provided within five business days.

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**ELECTRIC SERVICE REGULATION NO. 1 - Continued**

**9. INFORMAL AND FORMAL REVIEW (continued)**

**(d) Commission Review**

If the Company has proposed that the complaint be dismissed from informal review for lack of merit and the Division concurs in the disposition, if either party has rejected mediation or if mediation efforts are unsuccessful and the Division has not been able to assist the parties in reaching a mutually accepted resolution of the informal dispute, or the dispute is otherwise unresolved between the parties, the Division in all cases shall inform the complainant of the right to petition the Commission for a review of the dispute, and shall make available to the complainant a standardized complaint form with instructions approved by the Commission. The Division itself may petition the Commission for review of a dispute in any case which the Division determines appropriate. While a complainant is proceeding with an informal review or mediation by the Division or a Commission review of a dispute, no termination of service shall be permitted, provided any amounts not disputed are paid when due, subject to the Company's right to terminate service pursuant to Utah Administrative Code R 746-200-g (F), Termination of Service Without Notice.

The Commission, upon its own motion or upon petition of any person, may initiate formal or investigative proceedings upon any matter arising out of an informal complaint.

Any residential account holder who claims that the Company has violated any provision of these customer service rules, other Public Service commission rules, or company tariff or other approved company practices may utilize the informal and formal grievance procedures. If deemed appropriate, the Commission may assess a penalty.

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**ROCKY MOUNTAIN POWER**  
**ELECTRIC SERVICE REGULATION NO. 2**

**STATE OF UTAH**

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**General Definitions**

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The following terms when used in this Tariff and in the application or agreement for electric service shall have the meanings given below unless clearly indicated otherwise.

1. **Account Holder** -- A person, firm, partnership, company, corporation, organization, governmental agency, political subdivision, municipality or other entity contracting with the Company for electric service at one location and at one point of delivery.
2. **Annually Incurred Costs (AIC)** -- Charges made by the Company for ownership, operation and maintenance costs. See also Facilities Charges in Rule 12, Line Extensions.
3. **Applicant** -- A person, corporation, partnership, or other entity which applies to the Company for electric service.
4. **Capacity** -- Load which equipment or electrical system can carry.
5. **Commission** -- The Public Service Commission of Utah.
6. **Company** -- PacifiCorp dba Rocky Mountain Power.
7. **Contract Demand** -- The specified demand in kilowatts that the Customer contracts with the Company to supply and which the Company agrees to have available for delivery to the Customer.
8. **Customer** -- Account Holder.

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**ELECTRIC SERVICE REGULATION NO. 2 - Continued**

9. **Customer's Installation** -- The wiring and apparatus owned by the Customer and on his side of the point of delivery (except the Company's metering equipment) useful in connection with the Customer's ability to take service.
10. **Deferred Payment Agreement** -- An agreement to receive or to continue to receive residential electric service pursuant to Regulation No. 10 and to pay an outstanding debt or delinquent account owed to the Company.
11. **Demand** -- The rate in kilowatts at which electric energy is delivered by the Company to the Customer at a given instant or averaged over any designated period of time. For billing purposes, the 15-minute period of the Customer's greatest use during the month is used.
12. **Disconnection of Service** -- See Termination of Service.
13. **Duplicate Service Facilities** -- Two services, one duplicating part or all of the capacity of the other and providing, usually for only a portion of the total path of energy flow, a second possible path of supply in the event of the failure of the first.
14. **Electric Service** -- The availability of electric power and energy at the Customer's point of delivery, irrespective of whether electric power and energy is actually used.
15. **Emergency Service** -- Service which is operated only in emergency situations or for testing.
16. **Energy** -- Electric energy measured in kilowatt-hours.
17. **Extension** -- A branch from, or a continuation of, a Company owned transmission or distribution line. An extension may be single-phase, three-phase, a conversion of single-phase line to a three-phase line or the provision of additional capacity in existing lines or facilities. The Company will own, operate and maintain all extensions made under Regulation 12.
18. **Highly Fluctuating Loads** -- Loads having high demands of short duration or having an abnormal effect on voltage requiring that the Company provide additional or excess investment in transformers, service or other facilities.

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**ELECTRIC SERVICE REGULATION NO. 2 - Continued**

19. **Load Limiter** -- Device which automatically interrupts electric service when the preset demand is exceeded.
20. **Meter** -- Device used to measure the electricity transmitted from the Company to a Customer.
21. **Month or Billing Month** -- The period of approximately thirty (30) days intervening between regular successive billing dates.
22. **Partial Requirements Service** -- Service to a load which is partially or wholly served from another source of power.
23. **Point of Delivery** -- The point, unless otherwise specified in the application for electric service, Electric Service Agreement or contract, at which the Company's facilities are connected with wires or apparatus of the Customer.
24. **Power** -- Demand.
25. **Power Factor** -- The percentage determined by dividing the average power use in kilowatts (Real Power) by the average kilovolt-ampere power load (Apparent Power) imposed upon the Company by the Customer.
26. **Premises** -- All the real property and apparatus employed in a single enterprise on an integral parcel of land undivided by a dedicated street, highway or other public thoroughfare, or railway.
27. **Rated Capacity** -- Load for which equipment or electrical system is designed.
28. **Residential Service** -- Service furnished to Customers for (1) domestic purposes in single-family dwelling units; (2) apartments where each dwelling unit is separately metered and billed; and (3) combined family dwelling units. Dwellings where tenancy is typically less than 30 days in length, such as hotels, motels, camps, lodges and clubs, do not qualify for Residential Service.

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**ELECTRIC SERVICE REGULATION NO. 2 - Continued**

29. **Remote Service.** – Service to distant or isolated locations which, in the Company’s opinion, will not have sufficient annual Schedule Billings to cover the Company’s annual incurred costs. A distant location is any location, or group of locations more than one-half mile from the Company’s existing distribution facilities. An isolated location is one where additional development is unlikely due to geographical constraints, and may be less than one-half mile from existing distribution facilities.
30. **Schedule Billing** -- The total charges for service, including minimums, computed in accordance with the Company's applicable rate schedule.
31. **Seasonal Service** – Service for annually recurring periods of use where service is discontinued or curtailed during part of the year.
32. **Service** -- See Electric Service. The word "Service" may also be used to refer to the wires between the Company's supply and the Customer's entrance conductors.
33. **Subdivision** -- An area identified by filed subdivision plats in which a group of dwellings may be constructed at about the same time.
34. **Temporary Service** -- Service requested for a limited period of time or of questionable duration at the end of which the facilities will no longer be needed and in all probability will be removed. These facilities include, but are not limited to, service for construction power, seasonal sales lots, carnivals, rock crushers or paving plants.
35. **Termination of Service** -- The disconnection of electric service to a given Customer at a given location.
36. **Year** -- The period between the date of commencement of service under the application for electric service, Electric Service Agreement or contract and the same date of the following contract year.

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

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**Electric Service Agreements**

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**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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**ELECTRIC SERVICE REGULATION NO. 3 – Continued**

**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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**ELECTRIC SERVICE REGULATION NO. 3 – Continued**

**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.

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**ELECTRIC SERVICE REGULATION NO. 3 – Continued**

**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.

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**ROCKY MOUNTAIN POWER**  
**ELECTRIC SERVICE REGULATION NO. 4**

**STATE OF UTAH**

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**Supply and Use of Service**

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**1. SUPPLY OF SERVICE**

Unless otherwise specifically provided in the electric service schedule or contract, the Company's rates are based upon the furnishing of electric service to the Customer's premises at a single Point of Delivery and at a single voltage and phase classification.

**(a) Individual Customer**

Each separately operated business activity and each separate building will be considered an individual Customer for billing purposes. If several buildings are occupied and used by one Customer in the operation of a single and integrated business enterprise, the Company may furnish electric service for the entire group of buildings through one service connection at one Point of Delivery. All such buildings shall be on the same premises undivided by a dedicated street, highway or other public thoroughfare or railway.

Should the Customer request service from the Company through more than one Point of Delivery, or request service from the Company at more than one voltage or phase, each service connection will be separately metered and billed.

**(b) Reactive Power**

All electric service schedules in this tariff are based upon the Customer minimizing his/her reactive power load.

- (1) The reactive kilovolt-ampere demands may be determined either by permanently installed instruments or by test. When determined by test, the resulting reactive demand will remain in effect until a new test is made.

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**ELECTRIC SERVICE REGULATION NO. 4 - Continued**

**1. SUPPLY OF SERVICE (continued)**

**(b) Reactive Power (continued)**

- (2) When reactive power correction equipment is installed by the Customer, such equipment must be connected and switched in a manner acceptable to the Company.

**(c) Unmetered Service**

Service to fixed loads, with fixed periods of operation, such as street lights, traffic lights and other similar installations may, for the convenience and mutual benefit of the Customer and the Company, be unmetered. The average monthly use (one twelfth of the annual use) determined by test or estimated from equipment ratings shall be billed monthly in accordance with the applicable schedule.

**2. CUSTOMER'S USE OF SERVICE**

Electric Service will be supplied only to those for whom the Company is the sole source of electric power and energy unless otherwise provided under an appropriate agreement. Service shall be used by the Customer only for the purposes specified in the service agreement and applicable electric service schedule or schedules. If the Customer obtains any part of his/her electric requirements from any source other than the Company, supplementary or standby service will be supplied only under electric service schedules specifically applicable to such service.

**3. SERVICE TO TENANTS**

The Company supplies electric service for the exclusive use of the Customer. The Customer shall not extend his/her electric facilities for service to other Customers or premises and shall not resell electric service to any other person or entity unless taking service under electric service schedules that specifically provide for reselling.

Electric power purchased by Customers shall be used solely by the Customer and its tenants involved in the same business enterprise and associated activities on the same premises. The cost of the electric service shall either be absorbed, or reflected in the rent or in the price of the goods or services as an unidentifiable charge to the tenant. Such Customers may also enter into three party agreements to allow the Company to deliver power and energy to Customers' tenants through the Customers' electrical system.

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**ELECTRIC SERVICE REGULATION NO. 4 - Continued**

**3. SERVICE TO TENANTS (continued)**

With the exception of Customers who receive electric service under the provisions of Electric Service Schedule No. 25 which applies to mobile home and house trailer park service, Customers with established master metering facilities which predate the implementation of the Master Metering standards specified in Electric Service Regulation No. 7, or Customers who have been exempted from the Master Metering standard may allocate the total electric bill to individual units receiving electric power through their master meter. Such allocation is to be made on an equitable basis and no costs may be added to the total amount billed through the master meter.

**4. CONTINUITY OF SERVICE**

Unless otherwise specified in a service agreement, electric service is intended to be continuously available. It is inherent, however, that there will at times be some degree of failure, interruption, suspension, curtailment or fluctuations. The Company does not guarantee constant or uninterrupted delivery of Electric Service and shall have no liability to its Customers or any other persons for any interruption, suspension, curtailment or fluctuation in Electric Service or for any loss or damage caused thereby if such interruption, suspension, curtailment or fluctuation results from the following:

- (a) Causes beyond the Company's reasonable control including, but not limited to, accident or casualty, fire, flood, drought, wind, action of the elements or other acts of God, court orders, litigation, breakdown of or damage to facilities of the Company or of third parties, strikes or other labor disputes, civil, military or governmental authority, electric disturbances originating on or transmitted through electrical systems with which the Company's system is interconnected and acts or omissions of third parties.
- (b) Repair, maintenance, improvement, renewal or replacement of facilities, or any discontinuance of service which, in the Company's judgment, is necessary to permit repairs or changes to be made in the Company's generating, transmission or distribution facilities or to eliminate the possibility of damage to the Company's property or to the persons or property of others. To the extent practicable, such work, repairs or changes shall be done in a manner which will minimize inconvenience to the Customer and whenever practicable, the Customer shall be given reasonable notice of such work, repairs or changes.

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**ELECTRIC SERVICE REGULATION NO. 4 - Continued**

**4. CONTINUITY OF SERVICE (continued)**

- (c) Automatic or manual actions taken by the Company, which in its sole judgment are necessary or prudent to protect the performance, integrity, reliability or stability of the Company's electric system or any electrical system with which it is interconnected. Such actions shall include, but shall not be limited to, the operation of automatic or manual protection equipment installed in the Company's electrical system, including, without limitation, such equipment as automatic relays, generator controls, circuit breakers and switches.

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**ROCKY MOUNTAIN POWER**  
**ELECTRIC SERVICE REGULATION NO. 5**

**STATE OF UTAH**

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**Customer's Installation**

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**1. SERVICE ENTRANCES AND CONNECTIONS**

**(a) Attachment To Company Facilities**

The Company will supply the exterior connection (service connection) between the Company's facilities and the point of delivery. The Customer shall provide a suitable service entrance to the premises to be served at the point specified by the Company. The Customer shall also provide a stationary and structurally sound support for the interconnection of the Company's and the Customer's facilities. The support shall be at a mutually agreeable location on the Customer's premises. If more than one point of delivery is required to furnish electric power and energy to a Customer, then either (1) each service connection shall be separately metered and billed, or (2) the Company may establish the point of delivery on its transformer platform or other structure and install one set of metering equipment.

**(b) Metering Equipment**

All meter bases for meters required for measuring electric service (including kVar when specified by the Company) shall be provided and installed by the Customer at a location acceptable to the Company and shall conform to the Company's specifications. The Customer's wiring, meter bases and service entrance facilities must be installed and maintained by the Customer in accordance with applicable municipal or state requirements and to standards required by the National Electrical Safety Code and National Electrical Code. When, in the Company's judgment, profile data is required, the customer will provide the necessary communications links. The Company is not obligated to provide service when Customer's equipment and installation does not meet the required standards.

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**ELECTRIC SERVICE REGULATION - Continued**

**(c) Clearances**

Whenever the initial clearances of serving facilities over the Customer's premises, required by applicable laws, ordinances, rules, or regulations of public authorities, become inadequate due to changes made by the Customer, the Customer shall be responsible for correction of the deficiency. Such correction may require the Customer provide, at his/her own expense, a new approved support for connection of the Company's serving facilities as well as new service entrance facilities.

**2. CUSTOMER'S LOAD AND OPERATION**

**(a) Protection of Customer's Equipment**

The Customer shall furnish, install, inspect and keep in good and safe condition all electrical wires and lines on the Customer's side of the point of delivery. The Customer shall provide devices to protect his/her equipment from high and low voltage, overload, single phasing, phase reversal or other abnormal conditions.

**(b) Protection of the Company's Equipment and other Customers**

The Customer shall provide control equipment to eliminate excessive starting current or undesirable voltage fluctuations on the Company's circuits. If the Customer makes any substantial additions or changes in his/her electrical facilities, either in size or character, the Customer shall give the Company prior written notice of this fact. Any such additions or changes in load shall be of such size that it is not a detriment to the furnishing of service to other Customers.

**(c) Customers with Self-Generation**

Service will be furnished to a Customer with self-generation only by written agreement. Such agreement shall specify the terms and conditions governing the furnishing of service including the Company's Parallel Generation Interconnection Requirements. The Customer's generating facilities will be allowed to be interconnected with the Company's facilities upon compliance with the provisions of this agreement and upon acceptance by the Company of a performance test for proper interconnection equipment operation. It shall be the responsibility of the

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**ELECTRIC SERVICE REGULATION - Continued**

**2. CUSTOMER'S LOAD AND OPERATION (continued)**

**(c) Customers with Self-Generation (continued)**

Customer to supply all equipment, including but not limited to, transfer switches, disconnects, overload protection, and any other protective devices necessary to safely connect to and operate from another power source. The Customer shall be liable for all costs and liability associated with any damage or injury resulting from using another power source.

**(d) Maintenance of Customer's Facilities**

Installation and maintenance of all facilities beyond the point of delivery, except metering equipment, shall be at the expense and responsibility of the Customer except under conditions specified by the Company in writing. If a Customer requests a service call and the problem is in the Customer's facilities, the Company may charge for the service call as specified in Schedule 300.

**(e) Highly Fluctuating Loads**

If Customer uses welding machines, X-ray apparatus, elevators or other equipment with highly fluctuating load characteristics, or having an abnormal effect on voltage, and whose operation requires the Company to install transformer capacity or other equipment in order to protect the quality of service to other Customers or to provide for short period use of power by such equipment, the Company will provide service as described in Regulation 12.

The Company reserves the right to refuse to supply service to loads of a character which may seriously impair service to any Customer and shall have the right to discontinue service to the Customer who shall continue to use appliances or apparatus detrimental to the service to any customer after being notified thereof in writing by the Company.

**(f) Balancing of Load**

The Customer shall so arrange his load that there will be, at the Point of Delivery, a reasonable electric load balance between the phases of a polyphase circuit and between the two sides of a single phase three-wire circuit.

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**ELECTRIC SERVICE REGULATION - Continued**

**3. REFUSAL OF SERVICE**

The Company shall have the right, but does not assume the duty to inspect the Customer's installation at any reasonable time. The Company reserves the right to disconnect service or to refuse to connect or supply service:

- (a) when the Customer's wiring or facilities are in the Company's judgment unsafe or hazardous to the Customer or others or found to be in violation of applicable laws, ordinances, rules or regulations.
- (b) where such connection or service will adversely affect or impair the service to its other Customers.
- (c) where the applicant or Customer has not complied with state, municipal or Company regulations.
- (d) until the Customer is advised by proper authority that the wiring and utilization equipment to be served have been inspected and passed by the controlling public inspection authority, where inspection is required by local ordinance or other authorized procedures. Any affidavits or certificates of inspection required by law must be furnished before service is connected.

**4. COMPANY LIABILITY**

Nothing in these Electric Service Regulations shall be construed as placing upon the Company any responsibility for the condition or maintenance of the Customer's wiring, current consuming devices or other equipment, and the Company shall not be held liable for any loss or damage resulting from defects in the Customer's installation and shall not be held liable for damage to persons or property arising from the use of the service on the premises of the Customer.

**ROCKY MOUNTAIN POWER**

**ELECTRIC SERVICE REGULATION NO. 6**

**STATE OF UTAH**

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**Company's Installation**

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**1. COMPANY'S INSTALLATION**

Except as otherwise provided in these Regulations, an Electric Service Agreement, or the Electric Service Schedules, the Company will install and maintain its lines and equipment on its side of the Point of Delivery, but shall not be required to install or maintain any lines or equipment except meters and accessories beyond that point. Only the Company is authorized to make the connections at the Point of Delivery. Electric service furnished under this tariff will be alternating current, 60 hertz, single or three-phase, at one of the nominal standard voltages available from the Company at or near the Customer's location.

**2. COMPANY FACILITIES ON CUSTOMER'S PREMISES**

- (a) All materials furnished and installed by the Company on the Customer's premises, shall be, and remain, the property of the Company. The Customer shall not break the Company's seals. In the event of loss or damage to the Company's property, arising from neglect, carelessness, or misuse by the Customer, the cost of necessary repairs or replacement shall be paid by the Customer.
- (b) Customer without expense to the Company shall make or procure conveyance to the Company of satisfactory Rights-of-Way Easements across the property owned or controlled by the Customer for the Company's lines or extensions thereof necessary or incidental to the furnishing of service to the Customer.
- (c) The Customer shall provide safe, unobstructed access to Company representatives at all hours to maintain the Company's electric distribution facilities. The Customer shall also permit the Company to trim trees and other vegetation to the extent necessary to avoid interference with the Company's lines and to protect public safety. Safe and unobstructed access is defined as free of any obstructions including, but not limited to, obstructions caused by structures, trees, vegetation, landscaping, equipment or vehicles, driveways or installed foundations, debris or animals.

**ELECTRIC SERVICE REGULATION NO. 6 - Continued**

- (d) The Customer shall provide safe, unobstructed access to Company representatives at reasonable times, for the purpose of reading meters, inspecting, repairing or removing metering devices and wiring of the Company. Safe and unobstructed access is defined as free of any obstructions including, but not limited to, obstructions caused by structures, trees, vegetation, landscaping, equipment or vehicles, driveways or installed foundations, debris or animals.



**ROCKY MOUNTAIN POWER  
ELECTRIC SERVICE REGULATION NO. 7  
STATE OF UTAH**

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**Metering**

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**1. INSTALLATION**

All meter locations and provisions for connecting metering equipment are subject to approval by the Company. Meter locations shall be consistent with good engineering and safety practices and shall comply with appropriate codes and standards.

The Company will install, own and maintain all meters and other metering devices (excluding the meter base\cabinets) necessary for measuring the electric power and energy used by the Customer.

Separate premises, even though owned by the same Customer, will not be supplied through the same meter, except as may be specifically provided for in the applicable electric service schedule.

Demand meters may be installed at the Company's option on any account when the nature of the Customer's equipment and operation indicates that a demand meter may be required for correct application of the electric service schedule.

When multiple meters are installed at a location with multiple units, it is the developer/owner's responsibility to permanently, and correctly, label each meter base for the associated service address. The Company may check such meter installations to verify they are correctly labeled. The Company will charge the Meter Verification Fee set forth in Schedule 300, to the developer/owner for each meter installation checked. In the event all meters are labeled correctly for each unit the Company will waive the Meter Verification Fee for that building.

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**ELECTRIC SERVICE REGULATION NO. 7 - Continued**

**1. INSTALLATION (continued)**

When a complaint is received from a customer (landlord or tenant) or government agency of possible switched meters, the Company will check such meter installations to verify that they are correctly labeled. The Company will charge the Meter Verification Fee, as set forth in Schedule 300, to the owner for each meter installation checked. If all meters at a building are correctly labeled for each unit the Company will waive the Meter Verification Fee for that building.

If a developer/owner or landlord requests the Company to verify or certify that each meter base is labeled correctly, including when locations with multiple units are sold, the Company will charge the party requesting such verification or certification the Meter Verification Fee as set forth in Schedule 300.

**2. METER TESTS**

The Company will test and inspect its meters from time to time and maintain their accuracy of registration in accordance with generally accepted practices and the rules and standards established by the Public Service Commission of Utah. Upon request, the Company shall promptly and without charge test the accuracy of a customer's meter.

If the meter has been tested within 12 months preceding the date of the request, the Company may require the customer to make a deposit as provided in Schedule 300. The deposit shall not exceed the estimated cost of performing the test. If the meter is found to have an error of more than two percent of the tested capacity, the deposit shall be refunded; otherwise, the deposit may be retained by the Company as a service charge. Customers shall be entitled to observe tests, and the Company shall provide test reports to customers.

In the event of a dispute, the customer may request a referee test in writing. The Commission may require the deposit of a testing fee. Upon filing of the request and receipt of the deposit, if required, the Commission shall notify the Company to arrange for the test. The Company shall not remove the meter prior to the test without Commission approval. The meter shall be tested in the presence of a Commission representative, and if the meter is found to be inaccurate by more than two percent of tested capacity, the customer's deposit shall be refunded; otherwise, it shall be retained.

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**ELECTRIC SERVICE REGULATION NO. 7 - Continued**

**3. BILL ADJUSTMENTS FOR METER ERROR AND FAILURE TO REGISTER**

**(a) Meter Error**

If a meter tested is more than two percent fast, the Company shall refund to the customer the overcharge based on the corrected meter readings for the period the meter was in use, not exceeding six months, unless it can be shown that the error was due to some cause, the date of which can be fixed.

If a meter tested pursuant to this section is more than two percent slow, the Company may bill the customer for the estimated power and energy consumed but not covered by the bill for a period not exceeding six months unless it can be shown that the error was due to some cause, the date of which can be fixed.

**(b) Failure to Register**

If any meter fails to register correctly the amount of electric power or energy used by the Customer, the amount of such use will be estimated by the Company from the best available information. If a meter does not register, the Company may bill the customer for the estimated power and energy used but not registered for a period not exceeding three months. If the Company finds that the meter has been tampered with, the Customer shall pay for such estimated usage together with the expense for restoring the Company's equipment to its normal operating condition and correcting Company billing records.

**4. MASTER METERING**

**(a) Master Metering Standard**

(1) To the extent determined appropriate under Paragraph (2) below, master metering of electric service in the case of new buildings shall be prohibited or restricted to the extent necessary to carry out the purposes of the Public Utility Regulatory Policies Act of 1978 (P.U.R.P.A.).

(continued)

**ELECTRIC SERVICE REGULATION NO. 7 - Continued**

**4. MASTER METERING (continued)**

**(a) Master Metering Standard (continued)**

- (2) Separate metering shall be determined appropriate for any new building for purposes of Paragraph (1) above if:
  - a. there is more than one unit in such building,
  - b. the occupant of each such unit has electric energy used in such unit, and
  - c. with respect to such portion of electric energy used in such unit, the long-run benefits to the electric consumers in such building exceed the costs of purchasing and installing separate meters in such building.

**(b) Automatic Exemptions to the Master Metering Standard**

Separate individual metering is not required for:

- (1) Those portions of transient multiple occupancy buildings and transient mobile home parks normally used as temporary domiciles in such buildings as hotels, motels, dormitories, rooming houses, hospitals, nursing homes and those mobile home park sections designated for travel trailers;
- (2) Residential unit space in multiple occupancy buildings where all space heating, water heating, ventilation and cooling are provided through central systems and where the electric load within each unit that is controlled by the tenant is projected to be 250 kWh or less per month and where the utility has been provided reasonable substantiation of the load projection;
- (3) Common building areas such as hallways, elevators, reception and or washroom, security lighting areas.

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**ELECTRIC SERVICE REGULATION NO. 7 - Continued**

**4. MASTER METERING (continued)**

**(b) Automatic Exemptions to the Master Metering Standard (continued)**

(4) Commercial unit space which is

- a. subject to alteration with change in tenants as evidenced by temporary as distinguished from permanent type of load bearing wall and floor construction separating the commercial unit spaces, and
- b. non-energy intensive as evidenced by connected loads other than space heating, water heating, and air-conditioning of five (5) watts or less per square foot of occupied space.

**(c) Exemptions Requiring a Cost-Effectiveness Test**

Cases not covered under "automatic exemptions" will be granted an exemption if they meet the cost effectiveness test guidelines described in the Utah Administrative Code R746-210-3. The burden of proof rests with the customer who seeks an exemption.

**(d) Exemptions by Appeal**

In the event the customer disagrees with the Company's determination of the exemption, such dispute shall be resolved by the Commission.

**(e) Submetering as an Alternative to Individual Metering**

Other than the exemptions listed above, there are no circumstances where submetering is an acceptable alternative to individual metering under the constraints of PURPA.

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**ROCKY MOUNTAIN POWER**  
**ELECTRIC SERVICE REGULATION NO. 8**

**STATE OF UTAH**

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**Billings**

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**1. BILLING**

Except where specifically stated, all electric service schedules contained in the Company's tariff set forth the rate for one (1) billing month. However, local conditions, initial billings, final billings and seasonal readings may cause billings on irregular intervals, in which case the bill will be appropriately adjusted. Except as specifically provided otherwise, the Company's rates are based on continuing service at each service location and the bill for electric service shall be calculated separately for each meter.

**2. NON-RESIDENTIAL ESTIMATED BILLING**

When any local condition makes it impractical to read meters at regular intervals, the Company may, at its option, read such meters at irregular intervals but not less frequently than once every twelve (12) months. Under such conditions, bills for electric service will be rendered for either the Minimum Monthly Charge set forth in the schedule or for amounts based on the Company's estimate of the Customer's use during the month. When an actual meter reading is obtained, the Company may adjust each estimated billing which has occurred since the last Company meter reading was obtained.

**3. RESIDENTIAL ESTIMATED BILLING**

Bills will be rendered regularly at monthly or bimonthly intervals to permanent continuous non-seasonal customers. The Company at its option may use an estimated billing procedure. If a meter reader is unable to gain access to a meter for the purpose of making an actual reading, the Company shall take appropriate additional measures in an effort to obtain an actual meter reading. These measures shall include, but are not limited to, scheduling of

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**ELECTRIC SERVICE REGULATION NO. 8 - Continued**

**3. RESIDENTIAL ESTIMATED BILLING (continued)**

a meter reading at other than normal business hours, making an appointment for meter reading or providing a prepaid postal card with a notice of instruction upon which an account holder may record a meter reading. In addition, when mutually agreed upon and at the Customer's expense, a remote device may be installed. If after two regular route visits access has not been achieved, the Company will notify the customer that he/she must make arrangements to have the meter read as a condition of continuing service.

If, after complying with the above provisions, the Company is unable to make an actual meter reading within a two month period, it may again render an estimated bill for the current billing cycle.

**4. PAYMENT OF BILLS**

All bills are payable by mail or in person at any office, pay station or collection center authorized by the Company, not later than the due date shown on the bill.

**5. LATE PAYMENT CHARGE**

A Late Payment Charge may be levied against any account that is not paid in full each month. This charge will be computed at a percentage specified in Schedule 300 applied to the unpaid delinquent balance brought forward on the subsequent month's bill. All payments received prior to the subsequent month's billing date, will apply to the Customer's account prior to calculating the Late Payment Charge. Those payments applied shall satisfy the oldest portion of the billing first, any other billings second and the current billing last.

**6. RETURNED PAYMENT CHARGE**

A charge, as specified in Schedule 300, may be assessed and collected by the Company for each returned payment.

**7. DISPUTED BILL**

In disputing any part of a periodic billing statement for residential electric service, an account holder shall first attempt to resolve the issue by discussion with the Company's personnel. In response to such action by an account holder the Company's personnel will investigate any disputed issue and will attempt to resolve that issue by negotiation.

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**ELECTRIC SERVICE REGULATION NO. 8 - Continued**

**7. DISPUTED BILL (continued)**

If such negotiation does not resolve the dispute, the account holder may obtain informal or formal review of the dispute as set forth in Electric Service Regulation No. 1. While an account holder is proceeding with either informal or formal review of a dispute, electric service will not be terminated provided any amounts not in dispute are paid when due.

**8. BILLING ADJUSTMENTS**

**(a) Definitions**

- (1) A “backbill” is that portion of any bill, other than a levelized bill, which represents charges not previously billed for service that was actually delivered to the customer during a period before the current billing cycle.
- (2) A catch-up bill is a bill based upon an actual reading rendered after one or more bills based on estimated or customer readings. A catch-up bill which exceeds by 50 percent or more the bill that would have been rendered under the Company’s standard estimation program is presumed to be a backbill.

**(b) Notice**

The account holder may be notified by mail, by phone, or by a personal visit, of the reason for the backbill. This notification shall be followed by, or include a written explanation of the reason for the backbill that shall be received by the customer before the due date and be sufficiently detailed to apprise the customer of the circumstances error or condition that caused the underbilling, and, if the backbill covers more than a 24 month period, a statement setting forth the reason(s) the Company did not limit the backbill under Paragraph 8.d. below.

**(c) Limitations on Rendering a Backbill**

The Company shall not render a backbill more than three months after the Company actually became aware of the circumstance, error, or condition that caused the underbilling. This limitation does not apply to fraud, and theft of service limitations.

**(d) Limitations of the Period for Backbilling**

- 1) The Company shall not bill a Customer for service rendered more than 24 months before the Company actually became aware of the circumstance or error, or condition that caused the underbilling or that the original billing was incorrect.

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**ELECTRIC SERVICE REGULATION NO. 8 - Continued**

**8. BILLING ADJUSTMENTS (continued)**

**(d) Limitations of the Period for Backbilling (continued)**

- (2) In case of customer fraud, the Company shall estimate a bill for the period over which the fraud was perpetrated. The time limitation of Paragraph 8.d.(1) above does not apply to customer fraud situations.

**(e) Payment Period**

The Company shall permit the customer to make arrangements to pay a backbill without interest over a time period at least equal in length to the time period over which the backbill was assessed, unless the Company has demonstrated that the customer knew or reasonably should have known that the original billing was incorrect or in the case of fraud or theft. Interest will be assessed at the rate applied to past due accounts on all amounts not timely paid in accordance with the established arrangements.

**9. OVERBILLING**

**(a) Standards and Criteria for Overbilling**

Billing under any of the following conditions constitutes overbilling.

- (1) a meter registering more than two percent fast, or a defective meter;
- (2) use of an incorrect watt-hour constant;
- (3) incorrect service classification, provided that the information supplied by the customer was not erroneous or deficient;
- (4) billing based on a switched meter condition where the customer is billed on the incorrect meter.
- (5) meter turnover, or billing for a complete revolution of a meter which did not occur;
- (6) a delay in refunding payment to a customer pursuant to rules providing for refunds for line extensions;

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**ELECTRIC SERVICE REGULATION NO. 8 - Continued**

**9. OVERBILLING (continued)**

**(a) Standards and Criteria for Overbilling (continued)**

- (7) incorrect meter reading or recording by the Company; and
- (8) incorrectly estimated demand billings by the Company.

**(b) Interest Rate**

- (1) The Company shall provide interest on customer payments for overbilling. The interest rate shall be the greater of the interest rate paid by the Company on customer deposits, or the interest rate charged by the Company for late payments.
- (2) Interest shall be paid from the date when the customer overpayment is made, until the date when the overpayment is refunded. Interest shall be compounded during the overpayment period.

**(c) Limitations**

- (1) The Company shall not be required to pay interest on overpayments if offsetting billing adjustments are made during the next full billing cycle subsequent to the receipt of the overpayment.
- (2) The Company shall be required to offer refunds, in lieu of credit, only when the amount of the overpayment exceeds \$50, or the sum of two average month's bills. However, the Company shall not be required to offer a refund to a customer having a balance owing to the Company, unless the refund would result in a credit balance in favor of the customer.
- (3) If a customer is given a credit for an overpayment, interest will accrue only up to the time at which the first credit is made, in cases where credits are applied over two or more bills.

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**ELECTRIC SERVICE REGULATION NO. 8 - Continued**

**9. OVERBILLING (continued)**

**(c) Limitations (continued)**

- (4) The Company shall not be required to make a refund of, or give a credit for, overpayments which occurred more than 24 months before the customer submitted a complaint to the Company or the Commission, or the Company actually became aware on an incorrect billing which resulted in an overpayment.
- (5) In cases when the Company can show or demonstrate before the Commission that a customer knew or reasonably should have known an overpayment to be incorrect, the Company shall not be required to pay interest on the overpayment.
- (6) Disputes regarding the level or terms of the refund or credit are subject to the informal and formal review procedures of the Utah Public Service Commission.

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**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.

**(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. The Company will accept a guarantee satisfactory to the Company, or a bond or irrevocable letter of credit from a bank, insurance company, or bond company of equal value in place of the security deposit.

**(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.

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**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 54 Public Utilities Statutes and Public Service Commission Rules, Title 9 Community and Culture Development 9-12-201. 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. Deposits with accrued interest, if any, will be repaid 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. Upon final settlement of Customer's account, any unused balance of deposit with accrued interest, if any, will be returned to Customer less such amount as shall then be due the Company by the Customer for service rendered. Interest on Customer's deposit shall cease upon discontinuance for any reason of Customer's service.

**3. 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.

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**ROCKY MOUNTAIN POWER**  
**ELECTRIC SERVICE REGULATION NO. 10**

**STATE OF UTAH**

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**Termination of Service and Deferred Payment Agreement**

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**1. TERMINATION OF SERVICE TO NON-RESIDENTIAL CUSTOMERS**

If a Customer violates the conditions under which the Company supplies service under the Service Agreement and these Service Regulations, or if he fails upon request from the Company to pay an unsecured bill for service, the Company may discontinue service upon not less than five (5) business days advance written notice stating the cause of such discontinuance, delivered to the Customer and to the premises to which service is supplied. In addition, the Company reserves the right to discontinue service upon notice for any of the following reasons:

- (a) For the use of electricity for any property or purpose other than that described in the application made therefor.
- (b) Under any flat rate service, for addition to such property or fixtures, or increase in the use to be made of electricity.
- (c) For failure to maintain in good order service entrance facilities or equipment owned by the Customer.
- (d) For tampering with any service wires, meter, seal, or any other facilities of the Company.
- (e) In case the Customer vacates premises either permanently, with or without notice to the Company, or temporarily with notice to the Company to stop service for the vacation period.

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**ELECTRIC SERVICE REGULATION NO. 10 - Continued**

**1. TERMINATION OF SERVICE TO NON-RESIDENTIAL CUSTOMERS (continued)**

- (f) For use of equipment which adversely affects the Company's service to its other Customers.
- (g) For refusal of reasonable access to property to the agent or employee of the Company for the purpose of inspecting the facilities or for testing, reading, maintaining or removing meters.
- (h) For fraudulent use of service.

Five (5) business days advance written notice will be given the Customer before service is discontinued under this provision, except in the case of danger to life or property, when the Company may discontinue service without notice.

**2. TERMINATION OF SERVICE TO RESIDENTIAL CUSTOMERS**

**(a) Delinquent Account**

A residential utility service bill which has remained unpaid beyond the statement due date is a delinquent account. When an account is a delinquent account, the Company, before termination, will issue a written late notice to inform the account holder of the delinquent status. A late notice or reminder notice will include the following information:

- (1) A statement that the account is a delinquent account and should be paid promptly; and
- (2) A statement that the Customer should call the Company, if he/she has any question concerning the account; and
- (3) A statement of the delinquent account balance, using a term such as "delinquent account balance."

Where the account holder responds to a late notice or reminder notice the Company will investigate any disputed issue and will attempt to resolve that issue by negotiation. During this investigation and negotiation no other action shall be taken to terminate electrical service if the account holder pays the undisputed portion of the account.

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**ELECTRIC SERVICE REGULATION NO. 10 - Continued**

**2. TERMINATION OF SERVICE TO RESIDENTIAL CUSTOMERS (continued)**

**(a) Delinquent Account (continued)**

A copy of the "Customer's Statement of Rights and Responsibilities" will be issued to the account holder with the first notice of impending service disconnection.

**(b) Reasons for Termination**

**(1) Residential utility service may be terminated for the following reasons:**

- a. Nonpayment of a delinquent account; or
- b. Nonpayment of a deposit where required; or
- c. Failure to comply with the terms of a deferred payment agreement or Commission order; or
- d. Unauthorized use of or diversion of residential utility service, or tampering with wires, meters, or other equipment; or
- e. Subterfuge or deliberately furnishing false information for the purpose of obtaining utility service; or
- f. Failure to provide access to meter during the regular route visit to the premises following proper notification and opportunity to make arrangements in accordance with Regulation No. 8.

**(2) The following are insufficient grounds for termination of service:**

- a. A delinquent account, accrued prior to the commencement of a divorce or separate maintenance action in the courts, in the name of a former spouse, cannot be the basis for termination of the current account holder's service.

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**ELECTRIC SERVICE REGULATION NO. 10 - Continued**

**2. TERMINATION OF SERVICE TO RESIDENTIAL CUSTOMERS (continued)**

**(b) Reasons for Termination (continued)**

b. Cohabitation of a current account holder with a delinquent account holder who was previously terminated for non-payment, unless the current and delinquent account holders also cohabited during the time the delinquent account holder received electric service, whether such service was received at the current account holder's present address or another address.

c. Where the delinquent account balance is less than \$25.00, unless no payment has been made for two months.

d. Failure to pay any amount in bona fide dispute before the Commission.

e. Payment delinquency for third party services billed by the Company, unless prior approval is obtained from the Commission.

**(c) Restrictions upon Termination During Serious Illness**

Residential electric service may not be terminated and will be restored if terminated where such termination will cause or aggravate a serious illness or infirmity of a person living in the residence. Upon receipt of a statement, signed by an osteopathic physician, a physician, a surgeon, a naturopathic physician, a physician assistant, a nurse, or a certified nurse midwife, as the providers are defined and licensed under Title 58 of the Utah Code, either on a form obtained from the utility or on the health care provider's letterhead stationery, which statement legibly identifies the health infirmity or potential health hazard, and how termination of service will injure the person's health or aggravate their illness, the Company will continue or restore service for the period set forth in the statement or one month, whichever is less; provided, however, that the person whose health is threatened or illness aggravated may petition the Commission for an extension of time. During the period of continued service, the account holder is liable for the cost of residential utility service. However, no action to terminate the service may be undertaken until expiration of the period of continued service.

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**ELECTRIC SERVICE REGULATION NO. 10 - Continued**

**2. TERMINATION OF SERVICE TO RESIDENTIAL CUSTOMERS (continued)**

**(d) Restrictions upon Termination to Residences with Life Supporting Equipment**

The Company will not terminate residential electric service to a residence in which the account holder or a resident is known by the Company to be using an iron lung, respirator, dialysis machine, or other life-supporting equipment, without specific prior approval by the Public Service Commission. Any account holder eligible for such protection can obtain it by filing a written notice with the Company. Thereupon, the Company will mark and identify all meter boxes where such equipment is used.

**(e) Payments for HEAT program**

The Company will not discontinue residential electric service to a low-income household for at least 30 days after receipt of utility payment from the state program on behalf of the low-income household.

**(f) Termination Without Notice**

The Company may terminate service without notice where, in its judgment, a clear emergency or serious health or safety hazard exists for so long as such conditions exist, or where there is unauthorized use of or diversion of residential electric service or tampering with wires, meters, or other equipment owned by the Company. The Company will immediately attempt to notify the Customer of the termination and the reasons therefor.

**(g) Notice of Proposed Termination**

At least 10 calendar days prior to a proposed termination of residential electric service, the Company will give written notice of disconnection for nonpayment to the account holder. The 10-day time period is computed from the date the bill is postmarked. The notice will be given by first class mail or delivery to the premises and will contain a summary of the following information:

- (1)** A statement of the Customer's Rights and Responsibilities under existing state law and Commission regulations;
- (2)** The Commission-approved policy on termination for the Company;

(continued)

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**ELECTRIC SERVICE REGULATION NO. 10 - Continued**

**2. TERMINATION OF SERVICE TO RESIDENTIAL CUSTOMERS (continued)**

**(g) Notice of Proposed Termination (continued)**

- (3)** The availability of deferred payment agreements and sources of possible financial assistance including but not limited to all state and federal energy assistance programs;
- (4)** Informal and formal procedures to dispute bills and to appeal adverse decisions, including the Commission's address and telephone number;
- (5)** Specific steps that may be taken by the consumer to avoid termination (to be printed in a conspicuous fashion);
- (6)** The date on which payment arrangements must be made to avoid termination; and
- (7)** A conspicuous statement, in Spanish, that the notice is a termination notice and that the Company has a Spanish edition of its Customer information pamphlet and whether it has personnel available during regular business hours to communicate with Spanish-speaking Customers.

At least 48 hours prior to the time when termination of service is scheduled, the Company will make good faith efforts to notify the Customer or an adult member of the household, by mail, by telephone or by a personal visit to the residence of the scheduled termination. If personal notification has not been made either directly by the Company or by the Customer in response to a mailed notice, the Company will leave written termination notice at the residence. Personal notification, such as a visit to the residence or telephone conversation with the termination party, is required only during winter months (October 1 through March 31). All other months of the year, the mailed 48-hour notice can be the final notice prior to the termination.

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**ELECTRIC SERVICE REGULATION NO. 10 - Continued**

**2. TERMINATION OF SERVICE TO RESIDENTIAL CUSTOMERS (continued)**

**(g) Notice of Proposed Termination (continued)**

If termination of service is not accomplished within fifteen business days following the 48-hour notice, the Company will follow the above procedures for another 48-hour notice.

The Company will send duplicate copies of 10-day termination notices to a third party designated by the account holder and will make reasonable efforts to personally contact the third party designated by the account holder before termination occurs, if the third party resides within its service area. The Company will inform its account holders of the third-party notification procedure at the time of application for service and at least once each year.

For all residential premises including Master-Metered apartment dwellings where a person other than the occupant is the account holder and that fact is known to the Company, the Company will post a notice of proposed termination on the premises in a conspicuous place and will make reasonable efforts to give actual notice to the occupants by personal visits or other appropriate means at least five calendar days prior to the proposed termination. The posted notice shall contain the information specified above. This notice provision applies to residential premises where the account holder has requested termination in addition to premises for which the account holder has a delinquent bill. If nonpayment is the basis for the termination, the Company shall also advise the tenants that they may continue to receive electric service for an additional 30 days by paying the charges due for the 30-day period just past.

**(h) Termination Hours**

Upon expiration of the notice of proposed termination, the Company may terminate residential utility service. Except in cases of service diversion or for safety considerations, electric service shall not be disconnected between Thursday at 4:00 p.m. and Monday at 9:00 a.m. or on legal holidays recognized by the State of Utah, or at any other time the Company's business offices are not open for business. Service may be disconnected only between the hours of 9:00 a.m. and 4:00 p.m.

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**ELECTRIC SERVICE REGULATION NO. 10 - Continued**

**2. TERMINATION OF SERVICE TO RESIDENTIAL CUSTOMERS (continued)**

**(i) Customer-Requested Termination**

The Customer shall advise the Company at least three days in advance of the day on which he wants service disconnected to his/her residence. A Customer who is not an occupant at the residence for which termination is requested shall advise the Company at least ten days in advance of the day on which he wants service disconnected and sign an affidavit that he is not requesting termination as a means of evicting his/her tenants. Alternatively, such Customer may sign an affidavit that there are no occupants at the residence for which termination is requested and thereupon the disconnection may occur within four days of the requested disconnection date. Upon a request by a Customer to the Company to disconnect service, the Company shall disconnect the service within four working days of the requested disconnect date. The Customer shall not be liable for any services rendered to or at such address or location after the expiration of such four days.

**(j) Load Limiter as a Substitute for Termination**

The Company may, at its option but only with the Customer's consent, install a Load Limiter as an alternative to terminating electric service for non-payment of a delinquent account or for failure to comply with the terms of a deferred payment agreement or Commission order. All conditions precedent to the termination of electric service must be met prior to the installation of a Load Limit. Any dispute about the level of load limitation is subject to the informal review procedure discussed in Electric Service Regulation No. 1.

**3. FIELD VISIT CHARGE**

The Company may assess the customer the Field visit Charge shown on Schedule 300 whenever the Company is required to visit the service address, intending to disconnect or reconnect service, but due to Customer action the Company does not complete the disconnection or reconnection at the time of the visit. The employee accepting payment for a delinquent account at the service address will not dispense change for payment tendered in excess of the amount due or owing. Any excess payment shall be credited to the Customer's account.

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**ELECTRIC SERVICE REGULATION NO. 10 - Continued**

**4. TAMPERING/UNAUTHORIZED RECONNECTION CHARGE – APPLICABLE TO ALL CUSTOMERS**

Where Company's facilities have been tampered with or where reconnection of service has been made by other than Company Personnel a Tampering / Unauthorized Reconnection Charge may be collected as specified in Schedule No. 300. This charge is not a waiver of the Company's right to recover revenue losses due to tampering and cost of restoration given in Electric Service Regulation 7, Section 3(b).

**5. RECONNECTION OF SERVICE - APPLICABLE TO ALL CUSTOMERS**

If service to the Customer is terminated under the provisions of Section 1 or 2 above, the Customer shall pay or agree under the terms of a deferred payment agreement, if applicable, to pay the Company the reconnection charge as specified in Schedule 300 before service is re-established.

The right to discontinue service for any of the reasons and under the conditions stated in Section 1 or 2 above may be exercised whenever and as often as such reasons may occur, and neither delay nor omission on the part of the Company to enforce these rules at any one or more times shall be deemed a waiver of its right to enforce the same at any time, so long as the reason continues. The Company has the right to employ or pursue all legal methods to ensure collections of obligations due it.

The Company will restore service only when all of the following conditions are met:

- (a) The cause of the discontinuance has been removed if that cause was for any reason other than for the nonpayment of proper charges when due.
- (b) The Customer has paid all proper charges which are due, including the reconnection charge, except that residential Customers, if qualified, may meet this requirement:

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**ELECTRIC SERVICE REGULATION NO. 10 - Continued**

**5. RECONNECTION OF SERVICE - APPLICABLE TO ALL CUSTOMERS**

(continued)

- (1) By entering into a deferred-payment agreement under the terms and conditions set forth in section **5. RESIDENTIAL DEFERRED PAYMENT AGREEMENT** below; or
- (2) If failure to restore service will cause or aggravate a serious illness or infirmity of a person living in the residence as provided in paragraph **2.(c) Restrictions upon Termination During Serious Illness** of this regulation; or
- (3) If service was discontinued for nonpayment prior to the time the moratorium takes effect, service shall be restored during the period of the moratorium (November 15 to March 15) if the Customer meets the requirements of Utah Code Annotated Section 62A-10-201 and the Customer has entered into a deferred payment agreement with the Company as to arrearages.

**6. RESIDENTIAL DEFERRED PAYMENT AGREEMENT**

An applicant or account holder who is unable to pay a delinquent account balance on demand has the right to receive residential electric service under a deferred payment agreement. Personnel will be available 24 hours per day, each day, to reconnect residential electric service, provided that, prior to reconnection, the account holder pays the delinquent account balance or if unable to do so at that time agrees to negotiate and execute a deferred payment agreement and to pay the first installment by visiting the Company's business office within 48 hours after service has been reconnected. A written copy of the deferred payment agreement shall be given to the Customer.

The applicant or account holder has the right to set the amount of the equal monthly installment of a deferred payment agreement, provided, however, that the full amount of the delinquent balance plus interest shall be paid within twelve months and provided that the account holder agrees to make an initial payment not less than the amount of the monthly installment. The account holder shall have the right to pay the outstanding balance due under a deferred payment agreement at any time during the term of the agreement. When negotiating a

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**ELECTRIC SERVICE REGULATION NO. 10 - Continued**

**6. RESIDENTIAL DEFERRED PAYMENT AGREEMENT (continued)**

deferred payment agreement the account holder shall agree to promptly pay all current bills for residential electric service plus the monthly installment necessary to liquidate the delinquent bill or to pay a budget billing amount set by the Company plus the monthly deferred payment agreement. The account holder has the option to include in the deferred payment agreement the amount of the current month's bill plus any reconnection charges in the total amount to be paid over the term of the deferred payment agreement. The deferred payment agreement may include a finance charge specified in Schedule 300 and will contain notice of this charge.

If an applicant or account holder breaches any condition or term of the deferred payment agreement, the Company may treat that breach as a delinquent account and shall have the right to terminate electric service pursuant to this regulation, and the account holder shall not have the right to renewal of the deferred payment agreement. Renewal of deferred payment agreements after breach shall be at the option of the Company.

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**ROCKY MOUNTAIN POWER**  
**ELECTRIC SERVICE REGULATION NO. 11**

**STATE OF UTAH**

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**Taxes**

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**1. TAXES**

In the event any Government authority imposes any franchise, occupation, sales, license, excise, business activities, or other tax or charge of any kind or nature, including but not limited to taxes or charges based upon meters or Customers, or the price of or the revenue from electric energy or service sold, the applicable pro rata share of the tax will be separately itemized and billed to all Customers in the area or locality in which such tax or charge applies.

**2. STATE SALES TAX**

In addition to franchise, occupation, license, business activity and other locally imposed taxes, state sales tax levies in effect will be added to each Customer's electric service bill as a part of the effective rate, separately itemized.

**ROCKY MOUNTAIN POWER  
ELECTRIC SERVICE REGULATION NO. 12**

**STATE OF UTAH**

\_\_\_\_\_  
**Line Extensions**  
\_\_\_\_\_

**1. CONDITIONS AND DEFINITIONS**

- (a) **Contracts** -- Before building an Extension, the Company may require the Applicant to sign a contract. Where a tenant occupies the service location, the Company may require the property owner to sign the contract.
- (b) **Contract Minimum Billing** -- The Contract Minimum Billing is the greater of: (1) the Customer's monthly bill; or (2) 80% of the Customer's monthly bill plus the Facilities Charges. Customers on a seasonal rate receive an annual Contract Minimum Billing of the greater of (1) the Customer's annual bill; or (2) 80% of the Customer's annual bill plus the Annual Facilities Charge. The Annual Facilities Charge is twelve (12) times the Facilities Charges. Contract Minimum Billings begin on the date service is first made available by the Company, unless a later date is mutually agreed upon. The Applicant or subsequent Customer(s) shall pay the contract minimum billing as specified by this rule.
- (c) **Engineering Costs** -- The Company includes designing, engineering and estimating in its Extension Costs. The Company may require the Applicant to advance the Company's estimated Engineering Costs, but not less than \$200. The Company will apply this advance payment to its Extension Costs. If the Extension Allowance exceeds the Extension Costs, the Company will refund the excess up to the amount of the Applicant's or Customer's advance.

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**ELECTRIC SERVICE REGULATION NO. 12 - Continued**

**1. CONDITIONS AND DEFINITIONS (continued)**

**(c) Engineering Costs (continued)**

If the Applicant requests changes that require additional estimates, the Applicant must advance the Company's estimated Engineering Costs, but not less than \$200 for each additional estimate. The Company will not refund or credit these payments.

**(d) Extension Allowance** -- The Extension Allowance is the portion of the Extension that the Company may provide, or allow, without cost to the Applicant. The portion will vary with the class of service that the Applicant requests and shall not exceed the Extension Cost. The Extension Allowance does not include additional costs resulting from: additional voltages; duplicate facilities; additional points of delivery; or any other Applicant requested facilities that add to, or substitute for, the Company's standard construction methods or preferred route. The Extension Allowance is not available to Customers receiving electric service under special pricing contracts.

**(e) Extension Costs** -- Extension Costs are the Company's total costs for constructing an Extension using the Company's standard construction methods, including services, transformers and meters, labor, materials and overhead charges.

**(f) Extension Limits** -- The provisions of this Regulation apply to Extensions that require standard construction and will produce sufficient revenues to cover the ongoing costs associated with them. The Company will construct Extensions with special requirements or limited revenues under the terms of special contracts.

Examples of special requirements include, but are not limited to, unusual costs incurred for obtaining rights-of-way, overtime wages, use of special equipment and facilities, accelerated work schedules to meet the Applicant's request, or non-standard construction requirements.

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**ELECTRIC SERVICE REGULATION NO. 12 - Continued**

**1. CONDITIONS AND DEFINITIONS (continued)**

- (g) **Facilities Charges** -- The Facilities Charges are those costs associated with the ownership, operation and maintenance of facilities built to provide service and are in addition to rate schedule billings. Schedule 300 specifies the Facilities Charges.
- (h) **Recreational Residential Service** -- Geographical areas where, in the Company's judgment, the majority of the dwellings are or will be recreational dwellings shall be designated Recreational Residential Service areas. Recreational dwellings are single unit residential dwellings which are or will be used primarily for recreational or vacation purposes, are not the primary residence of the occupants, and are not generally occupied on a continuous basis.
- (i) **Restrictions** -- An Extension of the Company's facilities is subject to these regulations and other rules and restrictions. These may include but are not limited to: laws of the United States; State law; executive and administrative proclamations; Commission orders or regulations; or, any lawful requirement of a governmental body.
- (j) **Routes, Easements and Rights-of-Way** -- The Company will select the route of an Extension in cooperation with the Applicant. The Applicant must pay all costs of complete unencumbered rights-of-way, easements, or licenses to use land, and for any preparation or clearing the Company may require. The Applicant may acquire and prepare these in a form acceptable to the Company, or if requested by the Applicant, the Company will do so at the Applicant's expense.
- (k) **Regulations Previously in Effect** -- Regulation changes do not modify existing Extension contracts. If a Customer advanced funds for an Extension under a regulation or a contract previously in effect, the Company will make refunds for additional Customers as specified in the previous regulation or contract.
- (l) **Service Conductors** -- The secondary-voltage conductors extending from the pole line, the underground secondary-voltage main, a secondary-voltage transformer, or a secondary-voltage switch cabinet to the Point of Delivery.

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**ELECTRIC SERVICE REGULATION NO. 12 - Continued**

**2. RESIDENTIAL EXTENSIONS**

**(a) Extension Allowances**

The Extension Allowance for permanent single residential applications is \$1100. The Extension Allowance for a residential application in a planned development where secondary voltage service is available at the lot line is \$350. The Applicant must advance the costs exceeding the Extension Allowance prior to the start of construction.

**(b) Additional Customers, Advances and Refunds**

A Customer that pays for a portion of the construction of an Extension may receive refunds if additional Customers connect to the Extension. The Customer is eligible for refunds during the first five years following construction of an Extension for up to three additional Customers. Each of the next three Customers utilizing any portion of the initial Extension must pay the Company, prior to connection, 25% of the cost of the shared facilities. The Company will refund such payments to the initial Customer.

**(c) Contracts**

The Company will make Extensions for Remote, Seasonal and Recreational Residential Service according to a written contract. The Applicant shall pay a Contract Minimum Billing for as long as service is taken, but in no case more than 15 years nor less than five years.

Additional Applicants must also contract to pay a Contract Minimum Billing for as long as service is taken, but not to exceed 15 years, and share the Facilities Charges of the existing Customers.

**(d) Three Phase Residential Service**

Where three-phase residential service is requested, the Applicant shall pay the difference in cost between single-phase and three-phase service.

**(e) Underground Extensions**

The Company will construct Extensions underground when requested by the Applicant or if required by local ordinance or conditions. The Applicant shall provide all trenching and backfilling, imported backfill material, conduits, and equipment foundations that the Company requires for the Extension.

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**ELECTRIC SERVICE REGULATION NO. 12 - Continued**

**2. RESIDENTIAL EXTENSIONS (continued)**

**(e) Underground Extensions (continued)**

If the Applicant requests, the Company will provide and install these items at the Applicant's expense. The Applicant must also pay for the conversion of any existing overhead facilities to underground, under the terms of Section 6 of this Regulation.

**3. NONRESIDENTIAL EXTENSIONS**

**(a) Extension Allowances - Delivery at 46,000 Volts and above**

The Company will grant Customers taking service at 46,000 Volts or above an Extension Allowance of the metering necessary to measure the Customer's usage.

The Customer must pay a Contract Minimum Billing for as long as service is taken, but in no case more than 15 years.

**(b) Extension Allowances - Delivery at less than 46,000 Volts**

**(1) 1,000 kW or less**

The Company will grant Nonresidential Applicants requiring 1,000 kW or less an Extension Allowance of up to sixteen times the estimated monthly revenue the Applicant will pay the Company. The Applicant must advance the costs exceeding the Extension Allowance prior to the start of construction.

The Company may require the Customer to pay a Contract Minimum Billing for five years.

**(2) Over 1,000 kW**

The Company will grant Nonresidential Applicants requiring more than 1,000 kW an Extension Allowance of up to sixteen times the estimated monthly revenue the Applicant will pay the Company.

For extensions to customers taking delivery at less than 46,000 Volts but which include facilities at 46,000 Volts or higher as part of the extension, some or all of the estimated revenue may be allocated to the higher voltage facilities. The Company will grant an Extension Allowance of up to 20 times the estimated monthly revenue allocated to the higher voltage facilities.

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**ELECTRIC SERVICE REGULATION NO. 12 - Continued**

**3. NONRESIDENTIAL EXTENSIONS (continued)**

**(2) Over 1,000 kW (continued)**

The Applicant must advance the costs exceeding the Extension Allowance. Fifty percent of the advance is due when the contract is executed with the remaining balance due upon completion of the Extension.

The Customer must pay a Contract Minimum Billing for as long as service is taken, but in no case more than 15 years.

If service is terminated within the first 10 years, the Customer must pay a termination charge equal to the Extension Allowance less 1/10th of the allowance for each year service was taken.

**(3) Remote Service**

The Company will grant Applicants for Remote Nonresidential Service an Extension Allowance of up to sixteen times the estimated monthly revenue the Applicant will pay the Company. The Applicant must advance the costs exceeding the Extension Allowance prior to the start of construction. The Applicant must also pay a Contract Minimum Billing and termination charge as appropriate for the applicable kW size as given above.

**(c) Additional Customers, Advances and Refunds – All Voltages**

**(1) Initial Customer - 1,000 kW or less**

A Customer that pays for a portion of the construction of an Extension may receive refunds if additional Customers connect to the Extension. The Customer is eligible for refunds during the first five years following construction of an Extension for up to three additional Customers. Each of the next three Customers utilizing any portion of the initial Extension must pay the Company, prior to connection, 25% of the cost of the shared facilities. The Company will refund such payments to the initial Customer.

(continued)

**ELECTRIC SERVICE REGULATION NO. 12 - Continued**

**3. NONRESIDENTIAL EXTENSIONS (continued)**

**(c) Additional Customers, Advances and Refunds (continued)**

**(2) Initial Customer - over 1,000 kW**

A Customer that pays for a portion of the construction of an Extension may receive refunds if additional Customers connect to the Extension. The Customer is eligible for refunds during the first five years following construction of an Extension for up to three additional Customers. Each of the next three Customers utilizing any portion of the initial Extension must pay the Company, prior to connection, a proportionate share of the cost of the shared facilities. The Company will refund such payments to the initial Customer.

Proportionate Share =  $(A + B) \times C$

Where:

A = [Shared footage of line] x [Average cost per foot of the line]

B = Cost of the other shared distribution equipment, if applicable

C = [New additional connected load]/[Total connected load]

**(3) Adjustment of Contract Minimum Billing**

Additional Customers also must share the Facilities Charges of the existing Customers. The Company will allocate the Facilities Charges in the same manner used for allocating the original advance.

(continued)

**ELECTRIC SERVICE REGULATION NO. 12 - Continued**

**3. NONRESIDENTIAL EXTENSIONS (continued)**

**(d) Underground Extensions**

The Company will construct Extensions underground when requested by the Applicant or if required by local ordinance or conditions. The Applicant must pay for the conversion of any existing overhead facilities to underground, under the terms of Section 6 of this Regulation. The Applicant must provide all trenching and backfilling, imported backfill material, conduits, and equipment foundations that the Company requires for the Extension. If the Applicant requests, the Company will provide these items at the Applicant's expense.

**4. EXTENSIONS TO PLANNED DEVELOPMENTS**

**(a) General**

Planned developments, including subdivisions and mobile home parks, are areas where groups of buildings or dwellings may be constructed at or about the same time. The Company will install facilities in developments before there are actual Applicants for service under the terms of a written contract.

**(b) Allowances and Advances**

For nonresidential developments the Developer must pay a non-refundable advance equal to the Company's estimated installed costs to make primary service available to each lot.

For residential developments the Company will provide the Developer a maximum Extension Allowance of \$750 for each lot. The Developer must pay a non-refundable advance for all other costs to make secondary voltage service available to each lot. The Developer may be required to pay a refundable advance equal to the Extension Allowance.

For both nonresidential and residential developments the Company may require the Developer to pay for facilities to provide additional service reliability or for future development.

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**ELECTRIC SERVICE REGULATION NO. 12 - Continued**

**4. EXTENSIONS TO PLANNED DEVELOPMENTS (continued)**

**(c) Refunds**

The Company will make no refunds for facilities installed within a development. However, a developer may receive refunds on an advance paid for a new Extension to the development, if additional Customers connect to that Extension outside the development. The Developer is eligible for these refunds during the first five years following construction of the Extension for up to three additional Customers. Each of these Customers must pay the Company, prior to connection, 25% of the cost of the shared facilities. The Company will refund such payments to the Developer.

**(d) Underground Extensions**

The Company will construct Extensions underground when requested by the Developer or required by local ordinances or conditions. The Developer must pay for the conversion of any existing overhead facilities to underground, under the terms of Section 6 of this Regulation. The Developer must provide all trenching and backfilling, imported backfill material, conduits, and equipment foundations that the Company requires. If the Developer requests, the Company will provide these items at the Developer's expense.

**5. EXTENSION EXCEPTIONS**

**(a) Applicant Built Line Extensions**

**(1) General**

An Applicant may contract with someone other than the Company to build an Extension. The Applicant must contract with the Company before starting construction of an Extension. When the Applicant has completed construction of the Extension and the Company approves it, the Company will connect it to the Company's facilities and assume ownership.

(continued)

**ELECTRIC SERVICE REGULATION NO. 12 - Continued**

**5. EXTENSION EXCEPTIONS (continued)**

**(a) Applicant Built Line Extensions (continued)**

**(2) Liability and Insurance**

The Applicant assumes all risks for the Construction of an Applicant Built Line Extension. Before starting construction, the Applicant must furnish a certificate naming the Company as an additional insured for a minimum of \$1,000,000. The Applicant may cancel the policy after the Company accepts ownership of the Extension.

**(3) Advance for Design, Specifications, Material Standards and Inspections**

The Applicant must advance the Company's estimated costs for design, specifications, material standards and inspections. When the Applicant has completed construction, the Company will determine the actual costs for inspections and may adjust that portion of the Applicant's advance. If the actual costs exceed the Applicant's advance, the Applicant must pay the difference before the Company will accept and energize the Extension. If the actual costs are less than the Applicant's advance, the Company will refund the difference.

The Company will estimate the frequency of inspections and convey this to the Applicant prior to the signing of the contract. For underground Extensions, the Company may require that an inspector be present whenever installation work is done.

**(4) Construction Standards**

The Applicant must construct the Extension in accordance with the Company's design, specifications, and material standards and along the Company's selected route. Otherwise, the Company will not accept or energize the Extension.

(continued)

**ELECTRIC SERVICE REGULATION NO. 12 - Continued**

**5. EXTENSION EXCEPTIONS (continued)**

**(a) Applicant Built Line Extensions (continued)**

**(5) Transfer of Ownership**

Upon approval of the construction, the Company will assume ownership of the Extension. The Applicant must provide the Company unencumbered title to the Extension.

**(6) Rights-of-Way**

The Applicant must provide to the Company all required rights-of-way, easements and permits in accordance with paragraph 1.(j). in this Regulation.

**(7) Contract Minimum Billing**

The Company may require the Applicant to pay a Contract Minimum Billing as defined in paragraph 1.(b) in this Regulation.

**(8) Deficiencies in Construction**

If, within 24 months of the time the Company energized the Extension, it determines that the Applicant provided deficient material or workmanship, the Applicant must pay the cost to correct the deficiency.

**(9) Line Extension Value**

The Company will calculate the value of an Extension using its standard estimating methods. The Company will use the Extension Value to calculate Contract Minimum Billings, reimbursements, and refunds.

**(10) Line Extension Allowance**

After assuming ownership, the Company will calculate the appropriate Extension Allowance. The Company will then reimburse the Applicant for the construction costs covered by the Extension Allowance, less the cost of any Company provided equipment or services, but in no case more than the Line Extension Value.

(continued)

**ELECTRIC SERVICE REGULATION NO. 12 - Continued**

**5. EXTENSION EXCEPTIONS (continued)**

**(b) Duplicate Service Facilities**

The Company will furnish Duplicate Service Facilities if the Customer advances the estimated costs for facilities in excess of those which the Company would otherwise provide. The Customer also must pay Facilities Charges for the Duplicate Facilities for as long as service is taken, but in no case more than 15 years nor less than five years.

**(c) Emergency Service**

The Company will grant Applicants requesting Emergency Service an Extension Allowance equal to the estimated increase in annual revenue the Applicant will pay the Company. The Applicant must advance the costs exceeding the Extension Allowance prior to the start of construction. The Applicant must also pay a Contract Minimum Billing for as long as service is taken, but in no case more than 15 years, nor less than five years.

**(d) Highly Fluctuating Loads**

The Company will furnish facilities for Highly Fluctuating Loads as defined in Regulation 2 of this Tariff, provided that the Applicant agrees to advance to the Company the estimated installed cost of such facilities over the cost of facilities which the Company, in its sole discretion, would otherwise provide. The Applicant shall also pay a Contract Minimum Billing as long as service is taken but in no case more that 15 years nor less than five years. If load fluctuations become a detriment to other Customers, the Company may modify the facilities and adjust the advance and the Contract Minimum Billing.

**(e) Temporary Service**

**(1)** For Temporary Service requests requiring only a service loop connection and where there are 120/240 volt facilities of adequate capacity available, the Customer shall pay the connect and disconnect charge specified in Schedule 300.

(continued)

**ELECTRIC SERVICE REGULATION NO. 12 - Continued**

**5. EXTENSION EXCEPTIONS (continued)**

**(e) Temporary Service (continued)**

- (2)** For all other Temporary Service requests the Customer shall pay
  - a.** the estimated installation cost, plus
  - b.** the estimated removal cost, plus
  - c.** the estimated cost for rearranging any existing facilities, less
  - d.** the estimated salvage value of the facilities required to provide Temporary Service.
- (3)** The Customer is also responsible for electric service supplied under the appropriate rate schedule; any advances required for sharing previous Extensions; and, depending on the customer class, Contract Minimum Billings.
- (4)** If a Customer takes Temporary Service continuously for 60 consecutive months, the Company will classify the Extension as permanent and refund any payment the Customer made over that required of a permanent Customer. The Company will not refund the Facilities Charges.

**6. RELOCATION OR REPLACEMENT OF FACILITIES**

**(a) Relocation of Facilities**

If requested by an Applicant or Customer, and performance of the request is feasible, the Company will: relocate distribution voltage facilities on to, or adjacent to, the Customer's premises; and/or, replace existing overhead distribution facilities with comparable underground. Substation facilities and transmission voltage facilities will be relocated at the discretion of the Company.

(continued)



**ELECTRIC SERVICE REGULATION NO. 12 - Continued**

**6. RELOCATION OR REPLACEMENT OF FACILITIES (continued)**

**(a) Relocation of Facilities (continued)**

For overhead to underground relocations, the new underground system must not impair the use of the remaining overhead system. The Applicant or Customer must elect either: to provide all trenching and backfilling, imported backfill material, conduits, and equipment foundations that the Company requires for the Extension; or, to pay the Company to provide these items.

In addition, the Applicant or Customer must advance the following:

- (1) The estimated installed cost of the new facilities plus the estimated removal expense of the existing facilities, less
- (2) The estimated salvage value of the removed facilities and depreciation on the original facilities.

This advance is not refundable. The Company is not responsible for allocating costs and responsibilities among multiple Applicants.

**(b) Local Governments**

When required by a governmental entity and when such conversion is practical, the Company will replace existing overhead with underground distribution facilities provided the entity pays the Company in accordance with paragraph (a) above, and provided the entity will adopt an ordinance creating an underground district requiring:

- (1) All existing overhead communication and electric distribution facilities in said district be removed: and,
- (2) Each property owner to make the changes necessary to receive service from the underground facilities as soon as the Company makes them available; and

(continued)

**ELECTRIC SERVICE REGULATION NO. 12 - Continued**

**6. RELOCATION OR REPLACEMENT OF FACILITIES (continued)**

**(b) Local Governments (continued)**

- (3)** Authorizes the Company to discontinue overhead service when it has completed construction of the underground facilities.

**7. CONTRACT ADMINISTRATION CREDIT**

Customers may waive their right to receive refunds on a refundable Extension advance in excess of the Extension Allowance. Customers who waive this right will receive a Contract Administration Credit of up to \$250 not to exceed their refundable Extension advance. The Customer's choice to receive the Contract Administration Credit must be made at the time the Extension advance is paid.

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**ROCKY MOUNTAIN POWER**  
**ELECTRIC SERVICE REGULATION NO. 25**

**STATE OF UTAH**

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**General Rules and Regulations**  
**Customer Guarantees**

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This Rule provides general terms and conditions for the Company's Customer Guarantees which are applicable to all active metered residential and Schedule 23 and Schedule 23B Customers or Applicants utilizing the services of the Company.

**1. CUSTOMER GUARANTEE CREDIT:**

For failure to meet a Customer Guarantee for Customer Guarantees 1 and 7, Customers must make a claim for compensation. Valid compensation claims for Customer Guarantees 1 and 7 submitted within 30 days of the date of an outage will be credited to the Customer's account. If the Company fails to meet a Customer Guarantee for Customer Guarantees 2 through 6, the credit will automatically be applied to the Customer's account. Where a Customer Guarantee applies to an Applicant, the Company will mail the guarantee payment to the Applicant. See Schedule 300 for a description of the Customer Guarantee credits.

**2. DESCRIPTION OF CUSTOMER GUARANTEES:**

**(a) Customer Guarantee 1: Restoring Supply After An Outage**

In the event of an outage, the Company will restore a Customer's electric supply within 24 hours of being notified except where:

- (1)** The Customer agreed to remain without supply;
- (2)** The Company offered the Customer a generator as an alternative means of supply;
- (3)** There were problems or safety-related issues with the Customer's internal equipment; or

(continued)

**ELECTRIC SERVICE REGULATION NO. 25 - Continued**

**2. DESCRIPTION OF CUSTOMER GUARANTEES: (continued)**

**(a) Customer Guarantee 1: Restoring Supply After An Outage (continued)**

- (4)** Specialized equipment was required to restore the supply. \*

\*Also see General Exceptions.

To receive a credit, a Customer must make a claim for compensation within 30 calendar days of the date of the outage.

**(b) Customer Guarantee 2: Appointments**

The Company will provide the Customer or Applicant with a mutually agreed upon two-hour window for appointments regarding the Customer or Applicant's electric supply and will arrive within this timeframe except where:

- (1)** The Customer or Applicant canceled the appointment;  
**(2)** The Customer or Applicant failed to keep the appointment; or  
**(3)** The Company rescheduled the appointment with at least 24 hours of notice. \*

\*Also see General Exceptions.

**(c) Customer Guarantee 3: Switching On Power**

The Company will switch on power for an Applicant or Customer within 24 hours of the request provided no construction is required, all government inspections are met and communicated to the Company and required payments or payment arrangements are made except where:

- (1)** Service has been disconnected for nonpayment, subterfuge or theft/diversion of service;  
**(2)** The Customer or Applicant canceled the request; or  
**(3)** The Customer or Applicant's own equipment is the cause for the Customer not having power. \*

\*Also see General Exceptions.

(continued)

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**ELECTRIC SERVICE REGULATION NO. 25 - Continued**

**2. DESCRIPTION OF CUSTOMER GUARANTEES: (continued)**

**(d) Customer Guarantee 4: Estimates For New Supply**

An estimate for new supply will be provided to the Applicant or Customer within 15 working days after the initial meeting and all necessary information is provided and any required payment is made. \*

\*Also see General Exceptions.

**(e) Customer Guarantee 5: Responding To Bill Inquiries**

The Company will respond to most billing inquiries at the time of the initial contact from the Customer. For those inquiries that require further investigation, the Company will investigate and respond to the Customer as soon as possible or at least within 10 working days.

**(f) Customer Guarantee 6: Resolving Meter Problems**

The Company will investigate and respond to reported problems with a Customer's meter, or conduct a meter test and report the results to the Customer, within 10 working days. If the meter has been tested within 12 months preceding the date of the request, the Company may require the customer to make a deposit as provided in Schedule 300.

(continued)

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**ELECTRIC SERVICE REGULATION NO. 25 - Continued**

**2. DESCRIPTION OF CUSTOMER GUARANTEES: (continued)**

**(g) Customer Guarantee 7: Notifying Of Planned Interruptions**

The Company will provide the Customer with at least two days notice prior to turning off power for planned interruptions except where:

- (1) The Customer agreed to less than two days notice;
- (2) The interruption was due to work on meters or a meter test;
- (3) The interruption was a momentary interruption of less than 5 minutes;
- (4) Permanent repairs were carried out within three working days of completing temporary repairs following an unplanned interruption;
- (5) The Customer was notified of a planned interruption which did not occur; or
- (6) The safety of the public, Company personnel or imminent failure of Company equipment is a factor leading to an immediate interruption to carry out repair work. \*

\*Also see General Exceptions.

To receive a credit, a Customer must make a claim for compensation within 30 calendar days of the date of the planned interruption.

**3. GENERAL EXCEPTIONS:**

Payment for the failure to meet a Customer Guarantee shall not be made if any of the following general exceptions occur:

- (1) The Customer or Applicant canceled the request and/or did not keep the appointment. This will include the Customer or Applicant notifying the Company they did not want the Company to start action, or take any further action.
- (2) The Customer or Applicant agreed that the action taken by the Company met the requirements of the guarantee.

(continued)

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**ELECTRIC SERVICE REGULATION NO. 25 - Continued**

**3. GENERAL EXCEPTIONS: (continued)**

- (3) The Customer or Applicant did not provide necessary information or supplied incorrect information.
- (4) Inability to access Company, Customer or Applicant's facilities beyond the control of the Company.
- (5) An action or default by someone other than a Company employee that is outside of the Company's control, for example, road closures.
- (6) Major events, such as storms, as currently defined by the Institute of Electrical and Electronics Engineers, Inc. (IEEE).
- (7) Instances where resources required to meet the guarantees were re-deployed to restore supplies during a major event in another operating area or utility.
- (8) Safety-related issues which preclude the Company from meeting the guarantees.
- (9) Causes related to force majeure, which include but are not limited to: injunction or other decree or order of any court or governmental agency having jurisdiction, strikes or other labor disputes such as lockouts, slowdowns or work stoppages, sabotage, riot insurrection, acts of the public enemy, fire, flood, explosion, extraordinary action of the elements, earthquake or other acts of God, or accidental destruction of or damage to facilities.

**ELECTRIC SERVICE REGULATIONS**

**of**

**ROCKY MOUNTAIN POWER**

**Salt Lake City, Utah**

**for**

**ELECTRIC SERVICE**

**in the**

**STATE OF UTAH**

**Under the**

**PUBLIC SERVICE COMMISSION OF UTAH**



**INDEX OF  
ELECTRIC SERVICE REGULATIONS  
STATE OF UTAH**

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