



1438 West 2550 South
Ogden, Utah 84401

February 7, 2014

Pamela Stephens
1730 S Morgan Valley Dr
Morgan, UT 84050

RE: Work Order 5871107

Dear Mrs. Stephens:

Enclosed you will find the Residential Service Contract for electric service located at or near 1114 N Morgan Valley Dr, Morgan, UT. Please sign the contract and return with your payment: (Refund Option: \$7,540.00 or Contract Administration Credit: \$7,290.00) in the enclosed envelope. This will complete the process to have the electrical system installed to serve this facility.

This contract will expire in 90 days if we do not receive the original contract and required payment. You must be ready to receive service within 150 days of the above contract date.

I have enclosed a map for your review and for your records.

If I can be of assistance please feel free to call me at 801-629-4318.

Thank you,

Curtis Galvez
Estimator
Rocky Mountain Power

Exhibit
5

Docket No. 14-035-52

(UT Oct2013)

Account #:59271898 001
Service ID #:087625585 002

Curtis Galvez
C/C: 11461
Request #: 5871107
Contract #:

**RESIDENTIAL
PERMANENT SERVICE CONTRACT
between
ROCKY MOUNTAIN POWER
and
PAMELA STEPHENS**

This Residential Service Contract ("Contract"), dated February 10, 2014, is between PacifiCorp, doing business as Rocky Mountain Power ("Company"), and **Pamela Stephens** ("Customer"), and is for extending **Residential** electric service to a residence of a permanent nature, located at or near 1114 N. Morgan Valley Dr. Morgan, Utah.

Company's filed tariffs and the rules of the Utah Public Service Commission regulate this Contract. They are available for review upon request.

1. **Term.** This Contract becomes effective when both Customer and Company have signed it, and will remain in effect for a period of five (5) years.
2. **Delivery of Power.** Company will provide 120/240 volt, single-phase electric service to Customer's facilities.
3. **Company Investment.** Company agrees to provide an Extension Allowance of \$1,100.00, towards Company facilities to serve Customer's residence, as provided for in the tariff, and Customer warrants that the residence is permanent in nature.
4. **Customer Advance.** Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance"). Customer has paid for engineering, design, or other advance payment for Company's facilities in the amount of \$0.00, which amount is reflected in the balance due in the Customer selected option below. (**Customer must initial** selected option on the blank space at the beginning of the option and pay the balance due given in that option.)

— **Refund Option.** The total Customer Advance for this work is \$7,540.00, the **balance due is \$7,540.00**, and Customer remains eligible for refunds. Company will refund part of the Customer Advance if additional customers connect to the new line within ten years of the date company is ready to supply service. Company will refund twenty percent (20%) of the refundable Customer Advance allocable to the cost of the **shared** improvements for four additional applicants. Company will try to inform Customer when a refund is due. However, in the event Company is unable to locate Customer or has not identified that a refund is due, **Customer is responsible for requesting a refund** within twenty-four (24) months of the additional customer connecting to the new line.

— **Contract Administration Credit Option.** Customer chooses to receive a Contract Administration Credit of \$250 and **waive their right to refunds should additional customers connect to this line.** Accordingly, Customer's **balance due is \$7,290.00.**

5. **Customer Obligations.** Customer agrees to:

- a) Provide legal rights-of-way to Company, at no cost to the Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or adjoining property and any permits, fees, etc. required to cross public lands;
 - b) Prepare the route to Company's specifications;
 - c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal-rights of ways;
 - d) Take service for not less than sixty (60) months; and,
 - e) Comply with all of Company's tariffs, procedures, specifications and requirements.
6. **Underground Facilities.** If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense: all trenching and backfilling, imported backfill material, conduit and duct, and furnish and install all equipment foundations, as designed by the Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.
- If any change in grade or surface improvements on Customer's property, change in Customer's property lines, failure to install to the specifications in the Company's Electric Service Requirements Manual, or failure to install facilities within legal rights-of-way, require Company to change its facilities, or causes additional cost to Company, Customer agrees to reimburse Company for such change or cost. The provisions of this paragraph 6 shall survive the termination of this agreement.
7. **Effective.** This Contract will expire unless Customer:
- a) Signs and returns an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of the Contract, and
 - b) Is ready to receive service within one-hundred fifty (150) days of the Customer signature date given below.
8. **Special Provisions:** Customer to provide trenching, shading, backfill and all required conduits.
9. **Waiver of Jury Trial.** To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.
10. **Entire Agreement.** This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. **The Contract may be modified only by a subsequent written amendment or agreement executed by both parties.**

PAMELA STEPHENS

By _____
signature

NAME (type or print legibly) TITLE

DATE

ROCKY MOUNTAIN POWER

By _____
signature

Customer's Mailing Address for Executed
Contract

Pamela Stephens
ATTENTION OF

1730 S. Morgan Valley Dr.
ADDRESS

Morgan, Utah 84050
CITY, STATE, ZIP

Karl Sewell Ops. Manager
NAME (type or print legibly) TITLE

DATE

Rocky Mountain Power's Mailing Address
for Executed Contract

1438 W. 2550 S.
ADDRESS

Ogden, Utah 84401
CITY, STATE, ZIP