
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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