

(UT Nov2016)

Account #:29083843
Service ID #:

Greg Peterson
C/C: 11421
Request #: 6290589
Contract #:

**RESIDENTIAL
PERMANENT SERVICE CONTRACT
between
ROCKY MOUNTAIN POWER
and
ALAN HOUTZ**

This Residential Service Contract ("Contract"), dated January 9, 2017, is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and **Alan Houtz** ("Customer"), and is for extending **Residential** electric service to a residence of a permanent nature, located at or near 686 E. Maple St Mapleton, 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 ten (10) 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 \$7,093.00, the **balance due is \$7,093.00**, 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 \$6,843.00.**

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

- a) Provide legal rights-of-way to Company, at no cost to 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 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 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 Contract.

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: None

9. Assignment. Company may at any time assign its rights and delegate its obligations under this Contract to any: affiliate; successor in interest; corporation; or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Company is a party.

10. 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 Contract. 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.

11. 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.**

ALAN HOUTZ

By _____
signature

NAME (type or print legibly) TITLE

DATE

Customer's Mailing Address for Executed Contract

ATTENTION OF

1683 W. Alvery Dr. Ste 3
ADDRESS

Mapleton, Utah 84664
CITY, STATE, ZIP

EMAIL ADDRESS

ROCKY MOUNTAIN POWER

By _____
signature

Lance Walker **Manager**
NAME (type or print legibly) TITLE

DATE

Rocky Mountain Power's Mailing Address for Executed Contract

355 W. 200 N.
ADDRESS

Santaquin, Utah 84655
CITY, STATE, ZIP

EMAIL ADDRESS