



UTAH POWER & LIGHT COMPANY
ELECTRIC SERVICE REGULATION NO. 9
STATE OF UTAH

Deposits

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.

(continued)

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 winter termination pursuant to the Commission's affidavit procedure as established in Commission Orders issued on November 2, 1984 in Case No. 82-999-17, and on February 6, 1985 in Case No. 84-999-12 for the period of the moratorium (see also Utah Code Annotated §62A-10-201 et seq.). The security deposit requirement shall also be waived for any residential Customer who makes application and qualifies for the HEAT program, as determined by the Department of Human Services, during the period of the moratorium. (HEAT is a program which makes Federal funds available through the Department of Human Services to low-income households to assist with home energy bills.) 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.



UTAH POWER & LIGHT COMPANY
ELECTRIC SERVICE REGULATION NO. 10
STATE OF UTAH

Termination of Service and Deferred Payment Agreement

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 physician's statement, either on a form obtained from the Company or on the physician's letterhead stationery, identifying the health infirmity or potential health hazard, the Company will continue or restore service for the period set forth in the physician's 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;

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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 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.

(N)

(N)

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ELECTRIC SERVICE REGULATION NO. 10 - Continued**4. TAMPERING/UNAUTHORIZED RECONNECTION CHARGE – APPLICABLE TO ALL CUSTOMERS**(C)
(L)

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).

(L)

5. RE-ESTABLISHMENT OF SERVICE - APPLICABLE TO ALL CUSTOMERS

(C)

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 costs of discontinuing and re-establishing service as specified in Schedule 300 before service is re-established.

The re-establishment fee shall be waived if the Company terminated electric service because of a clear emergency or the existence of a serious health or safety hazard resulting from conditions or circumstances beyond the control of the Customer, or in cases where termination of service is not performed in accordance with the provisions of the Company's Electric Service Regulations.

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. RE-ESTABLISHMENT OF SERVICE - APPLICABLE TO ALL CUSTOMERS** (C)

(continued) (L)

- (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 (L)
- (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 (C)

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)

(C)

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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.

(L)

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.



UTAH POWER & LIGHT COMPANY
ELECTRIC SERVICE REGULATION NO. 11
STATE OF UTAH

Taxes

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.

UTAH POWER & LIGHT COMPANY
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 nor less than five 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 two times the estimated 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 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 two times the estimated annual revenue the Applicant will pay the Company. 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.

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ELECTRIC SERVICE REGULATION NO. 12 - Continued**3. NONRESIDENTIAL EXTENSIONS (continued)****(2) Over 1,000 kW (continued)**

The Customer must 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.

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 two times the estimated 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.

(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.

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

Where:

$$A = [\text{Shared footage of line}] \times [\text{Average cost per foot of the line}]$$

$$B = \text{Cost of the other shared distribution equipment, if applicable}$$

$$C = [\text{New additional connected load}] / [\text{Total connected load}]$$

(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.

(continued)

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 than 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.



UTAH POWER & LIGHT COMPANY
ELECTRIC SERVICE REGULATION NO. 25
STATE OF UTAH

General Rules and Regulations
Customer Guarantees

This Rule provides general terms and conditions for the Company's Customer Guarantees which are applicable to all active metered 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 and Customer Guarantee 8, 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)

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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 keep all mutually agreed upon appointments with the Customer or the Applicant regarding the Customer or Applicant's electric supply 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) The Customer or Applicant canceled the request; or
- (2) The Customer or Applicant's own equipment is the cause for the Customer not having power. *

*Also see General Exceptions.

(continued)

ELECTRIC SERVICE REGULATION NO. 25 - Continued**2. DESCRIPTION OF CUSTOMER GUARANTEES: (continued)****(d) Customer Guarantee 4: Estimates For New Supply**

Within two working days from an Applicant or Customer's request to provide new supply, the Company will arrange a mutually agreed upon appointment to discuss an estimate. If no alterations to the Company's network are required, an estimate will be provided to the Applicant or Customer within five working days after the initial meeting and all necessary information is provided. If alterations to the Company's network are required, an estimate will be provided to the Applicant or Customer within 15 working days after the initial meeting and all necessary information is provided. A credit will not be provided where:

- (1) The Customer or Applicant canceled the appointment;
- (2) The Customer or Applicant failed to keep the appointment;
- (3) The Company was unable to contact the Customer or Applicant at the address or telephone number provided by the Customer or Applicant; or
- (4) The Company rescheduled the appointment with at least 24 hours of notice. *

*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 15 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)

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 working days notice prior to turning off power for planned interruptions except where:

- (1) The Customer agreed to less than two working 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.

(h) Customer Guarantee 8: Responding To Power Quality Complaints

The Company will begin an investigation of a power quality complaint and respond to the Customer within seven working days or explain a known problem to the Customer within five working days.

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)

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.
- (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.

4. DEFINITIONS:

Major Events for purposes of this rule are defined as:

A catastrophic event which can:

- Exceed the design limits of the electric power system, or
- Cause extensive damage to the electric power system, or
- Result in more than 10% of Customers in an operating area losing supply.

5. DISPUTE RESOLUTION:

Any disputes regarding Customer claims from Customer Guarantee failures shall be directed to the Company's Customer Guarantee Claim Center. Should the Company be unable to resolve the Customer's dispute, the Customer may obtain informal review of the dispute as described in Electric Service Regulation No. 1.