



Accepted Utah PSC
Docket No.: 24-030-03

ELECTRIC SERVICE REGULATION NO. 3

III - ELECTRIC SERVICE AGREEMENTS

1. Applications for Service

a. Residential

- i. Residential applicants may apply by completing the required applications. They can be acquired with one of the following options:
 1. In person
 2. By visiting www.mlea.com
 3. Email
 4. Phone
 5. Mail
- ii. If a security deposit is required it must be paid in full or the first of three installment payments must be paid before the service will be activated.

b. Non-Residential

- i. Non-residential applicants may apply by completing the required applications. They can be acquired with one of the following options:
 1. In person
 2. By visiting www.mlea.com
 3. Email
 4. Phone
 5. Mail
- ii. If a security deposit is required it must be paid in full before the service will be activated.

c. Eligibility and Acceptance

- i. MLEA will deny service to an applicant who has not paid or made arrangements to pay an outstanding balance from a prior account. For completion and acceptance of an application, the applicant may be required to sign the Membership Application and/or a formal contract. In the absence of a signed document, the delivery of electric power by MLEA and the acceptance thereof by the member will be deemed to constitute an agreement by and between MLEA and the member for delivery and acceptance of electric power under the terms and conditions contained in the applicable rate schedule and these electric service regulations.
- ii. Sufficient personal identification of an applicant or account holder may be required at any time. Service may be denied or terminated to an applicant for subterfuge, providing false information, or failure to provide sufficient personal identification.

2. MLEA's Right to Cancel Service Agreement and Suspend Power

- a. For any default or breach of these regulations or the terms of the applicable tariff, including failure to pay electric bills or deposits within the specified period, MLEA may suspend service at the location where the default occurred. MLEA reserves the right to terminate electric service without notice where, in its judgment, a clear emergency or serious health or safety hazard exists for so long as such condition exists, or where there is unauthorized use of or diversion of service or tampering with MLEA owned equipment. Failure of MLEA at any time after any such default or breach either to suspend supply or service, to terminate the service agreement, or to resort to any other legal remedy, shall not affect MLEA's right thereafter to resort to or exercise any one or more such remedies for the same or any future default or breach by the member.

3. Member's Right to Cancel Agreement

- a. The member shall advise MLEA at least 3 days in advance of the day on which the member wants service disconnected. A landlord who is not an occupant of the residence for which termination is requested, shall advise MLEA at least 10 days in advance of the day on which they want service disconnected and will sign an affidavit that they are not requesting termination as a means of evicting their tenants. Alternatively, such a landlord may sign an affidavit that there are no occupants in the residence for which termination is requested, and, thereupon the disconnection may occur within 4 days of the requested disconnect date. Upon request by the member to disconnect service, MLEA shall disconnect the service within 4 working days of the requested disconnection date. The member shall not be liable for any services rendered to or at such address or location after the expiration of such 4 days unless access to the meter has been delayed by the member.
- b. No such suspension of service shall release the member from their obligation to pay any minimum guarantees based on special investment made by MLEA to serve the member. If after a suspension of service pursuant to this regulation, the member shall thereafter resume operations within the original agreement period, at the option of MLEA 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 member is a breach of the service agreement, the right of MLEA to collect the sums mentioned herein shall be in addition to all other rights it may have on account of such breach.

4. Successors and Assigns

- a. Service agreements shall be binding upon the respective heirs, legal representatives, and successors by operation of law, of the parties thereto, but shall be voluntarily assignable by either party only with the written consent of the other, except that MLEA may, without member's consent, assign any service agreement to any person or corporation, in any lawful way acquiring or operating all or any part of MLEA's property used in supplying service under such agreement.