

Effective: Jan. 1, 2024

## RULES AND REGULATIONS

Adopted by the Board of Directors of United Power, Inc. on

Oct. 24, 2023

Effective Jan. 1, 2024

**X** *Mark A. Gabriel*

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Mark A. Gabriel  
President and Chief Executive Officer

**UNITED POWER, INC.**  
**RULES AND REGULATIONS**

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## **I. General Rules**

### **A. General Statement**

The following Rules and Regulations are part of the electric tariffs of United Power, Inc. (United Power). They set forth the terms and conditions under which electric service is supplied and govern all classes of service in all territory served by United Power. They are subject to termination, change or modification, in whole or in part, at any time, as provided by these Rules and Regulations.

Service furnished by United Power is also subject to rules governing Members' electric wiring and installations that may be adopted from time to time by United Power's Board of Directors, the National Electric Code, and any municipal, county, or state electric wiring ordinances. Copies of United Power's Rules and Regulations are available for inspection at United Power's offices. Any waiver at any time of United Power's rights or privileges under these Rules and Regulations will not be deemed a waiver as to any breach or other matter subsequently occurring.

### **B. Application of Rules**

1. All electric service shall be subject to the Rules and Regulations herein contained, together with those Rules and Regulations applicable to the individual class of service taken by the Member, with such supplements and revisions thereto as are from time to time in effect.

2. The adoption of these Rules shall in no way preclude United Power from altering or amending the same in whole or in part, if United Power finds compliance therewith to be impossible, impracticable, or unnecessary. These Rules shall not in any way relieve United Power from any of its duties under the laws of the State of Colorado and the Bylaws of United Power, Inc. (Bylaws).

### **C. Definition**

1. The word "Commission" as used in these Rules shall be construed to mean The Public Utilities Commission of the State of Colorado.

2. The word "Member" as used in these Rules shall be construed to mean any person, group of persons, co-partnership, firm, entity,

corporation, institution, any agency of the Federal, State or local governments, their lessees, trustees, or receivers appointed by any court, contracting for electric service from United Power for consumptive domestic, commercial, or industrial use, or at wholesale.

**D. Complaint Investigation and Records**

United Power shall make a full and prompt investigation of all complaints received from its Members, including those made to the Commission, and it shall keep a record of all formal written complaints received, which shall show the name and address of the complainant, the date and character of the complaint, and the adjustment or disposal made thereof. This record shall be open at all times to the inspection of the city where the Member is located, or the Commission and shall be retained as required in the United Power Records Retention Schedule.

**E. Service after Normal Business Hours**

Connections, reconnections, routine discontinuance of service, and other services for the Member shall generally be performed by United Power or its agents during normal business hours. In the event United Power is required, or requested, to perform such duties during other than normal business hours, the Member making the request may be required to pay the higher cost thereof.

**F. Notice Delivery Definition**

Whenever reference is made herein to a notice or other document being mailed or delivered, that phrase shall mean that the notice or other document is either deposited with the United States Postal Service or physically delivered to the address of the addressee and does not necessarily include actual physical receipt by the addressee.

**II. DISCLOSURE OF INFORMATION**

**A. Service Availability and Changes**

United Power shall, on request, give its Members such information and assistance as is reasonable and appropriate, in order for Members to secure safe and efficient service. United Power shall inform each Member of any change made, or proposed to be made, in any condition as to its service as would affect the efficiency of the service or the operation of the appliances or equipment which are in use by the Member.

**B. Filing and Availability of Rate Schedules, Rules, and Regulations**

Tariffs, schedules of rates, and rules and regulations shall be on file in United Power's offices and shall be open to inspection by the public during regular business hours. Copies may also be filed with the Commission, for informational purposes only.

**C. Advice Notices**

Advice Notices, numbered serially, shall accompany each tariff packet courtesy filed with the Commission. This notice shall list all pages included in the filing, by number, and show the sheet or sheets, if any, affected. The purpose of the filing shall be explained in a brief statement as well as a statement concerning the extent to which Members will be affected by such filing.

**D. Rates**

United Power, upon request of an electric Member, shall transmit to that Member a clear and concise summary of the existing rate schedule applicable to each of the major classes of its electric Members.

**E. Applicable Rate Selection**

When there are two or more rates applicable to any class of service, United Power will, upon request of the applicant, explain the conditions and character of installation or use of service governing the applicable rates, and assist in the selection of the rates most suitable for applicant's requirements. The applicant, however, shall be responsible for final selection of said rate and United Power shall assume no liability thereof.

**F. Bill Information**

Bills rendered to Members for metered service shall include information detailed in the Billing – Statement Information section of these Rules and Regulations.

**G. Disconnection of Service Notification**

Information to be provided prior to disconnection of service is detailed in the Disconnection Notice Requirements section of these Rules and Regulations.

**H. Multi-Unit Dwelling Disconnection of Service Notification**

Information to be provided prior to disconnection of service of multi-unit dwellings is detailed in the Disconnection Requirements – Multi-Unit Dwellings Notification section of these Rules and Regulations.

**I. Third Party Notification Form**

A Third-Party Notification Form, indicating a Third-Party to whom disconnection notices are to be sent, shall be provided to each new residential Member. Additionally, United Power shall routinely inform its residential Members of the availability of the Third-Party Notification Form and a method for obtaining a copy of the form. The Member may mail or deliver to United Power such Third-Party Notification Form, signed by both the Member (or the Member’s legal representative) and by the Third-Party to be notified in the event of possible discontinuance of service. The Third-Party Notification form shall be substantially in the following format:

- (1) Name of Member
- (2) Street address of Member
- (3) City, state, and zip code
- (4) Telephone number

**THIRD-PARTY TO BE NOTIFIED IN THE EVENT OF POSSIBLE DISCONTINUANCE OF SERVICE:**

- (1) Name
- (2) Street address
- (3) City, state, and zip code
- (4) Telephone number
- (5) Relationship to Member, Signature of Third Party
- (6) Date

**J. Installment Payment Arrangement Documentation**

Documentation to be provided to Members pertaining to Installment Payment Arrangements is detailed in the Payment Requirements and Options - Installment Payment Requirements section of these Rules and Regulations

- K. Broken Installment Arrangement Notification Requirements**  
Information to be provided upon Member default of Installment Arrangements is detailed in the Payment Requirements and Options - Installment Payment Requirements – Broken Arrangement Notification Requirement section of these Rules and Regulations.
- L. Waiver of Written Notification**  
Situations allowing for the waiver of notification requirements, including safety concerns, disconnect request by other authorities, and non-authorized restoration of service after disconnection, are detailed in the Disconnection Requirements section of these Rules and Regulations.
- M. Meter Reading Method Information**  
United Power shall, upon request, explain to its Members the method of reading meters.
- N. Energy Consumption Information**  
United Power, upon request of an electric Member, shall transmit to each such Member a clear and concise statement of the actual consumption (or degree-day adjusted consumption) of electric energy by such Member for each billing period during the prior year (unless such consumption data is not reasonably ascertainable by United Power).
- O. Meter Reading Documentation**  
In those cases where United Power reads the Member’s meter, at the time of the reading or thereafter, upon the Member’s request, United Power will provide a summary of the readings, and either the total usage expressed in kilowatt-hours or other unit of service recorded.
- P. Information Transmittal Method**  
Information shall be transmitted by such method as to ensure receipt by each and every Member of information required to be provided pursuant to this Rule, including “bill stuffer,” periodical or direct mail, where the same is mailed to all Members.
- Q. Spanish Translation Statement**  
Any information required to be transmitted pursuant to this Rule shall contain a statement written in Spanish, advising the Member that “If you

do not read English, you should request someone who understands Spanish and English to translate this notice for you.”

### **III. REQUIREMENTS FOR SERVICE**

#### **A. Application for Service**

The use of electric service shall constitute an agreement under which the user receives electric service and agrees to pay United Power in accordance with applicable rates, rules, and regulations. The benefits and obligations of the agreement for service may not be assigned without written consent of United Power. A separate agreement will be made for each class of service at each separate location.

#### **B. Membership in United Power**

Each applicant for service will become a Member of United Power under conditions prescribed by the Bylaws, upon establishing service with United Power. Applicants for service shall not be required, in any event, to become a Member of United Power before service is supplied. Such persons shall be “Patrons” under the Bylaws. For purposes of these Rules and Regulations, the words “Member” and “Patron” will be synonymous., and the Rules and Regulations apply with equal force to Members and to Patrons.

#### **C. Member Deposits**

United Power may require at any time from a Member, or prospective Member or Patron, a cash deposit intended to guarantee payment of current bills. A deposit may be requested as a condition of service initiation, when a Member’s usage changes significantly, or when a delinquent payment history develops. Rules governing applicability and calculation of deposits are included in the Member Deposit section of these Rules and Regulations.

#### **D. Right-of-Way Easements**

A contract for electric service, or receipt of service by a Member, will be construed as an agreement granting United Power an easement for electric lines, wires, conduits, and other equipment of United Power necessary to render service to the Member. If requested by United Power, the Member will execute United Power’s standard Right-Of-Way Agreement granting to United Power, at no expense therefore, satisfactory easements for

suitable location of United Power's wires, conduits, poles, transformers, metering equipment, and other appurtenances on or across lands owned or controlled by the Member, and will furnish space and shelter satisfactory to United Power for all necessary apparatus of United Power located on the Member's premises. In the event the Member shall divide premises by sale in such manner that one part shall be isolated from streets or alleys where United Power's electric lines are accessible, the Member shall grant or reserve an easement for electric service over the part of the premises having access to United Power electric lines for the benefit of the isolated part.

**E. Facilities**

The Member shall be required to follow all rules pertaining to installation, location, and testing of facilities as specified in the Facilities section of these Rules and Regulations.

**F. Access for United Power Employees**

The Member shall provide access to their premises, and to United Power equipment and authorized employees or agents of United Power, at all reasonable times for any proper purpose incidental to the supplying of electric service. To allow for safe operation and maintenance of equipment, no trees, plants, or other obstructions shall be allowed within a specified radius of high-voltage equipment, such as transformers or switching facilities. Reference United Power Service Installation Guide. Additionally, no trees, shrubs, or other plant life shall be located on, under, or surrounding, any United Power line, equipment, or meters. United Power may require the Member to provide suitable access roads for vehicles where meters, United Power equipment and/or points of connection to the Member's facilities are to be accessible from a usable roadway. United Power may disconnect service, require Member to remove any obstructions, or require the Member to pay the reasonable expenses of United Power for meter readings, connects, and disconnects, in the event such access roads are not provided or United Power equipment cannot be accessed.

**G. Access and Equipment Requirements Following Diversion**

If a Member is disconnected following diversion of electric energy, United Power reserves the right to require the Member, at their own expense, to install or arrange with United Power to have installed, entrance and

service equipment necessary to prevent further diversion of electric energy. United Power will not render service to the Member, or to any other person for the Member's use, at the same location until all required equipment has been installed.

**H. Qualifying Facility and Net Metering Electricity**

With the exception of wholesale service, United Power bases electric rates upon exclusive use of its electric service. No other source of electric energy shall be connected to United Power's electric distribution system except as provided by the Standard Interconnected Qualifying Facility Service, or Net Metering Service rules, included in these Rules and Regulations.

**I. Standby Generators**

Standby generators for emergency use shall not be considered another source of power.

**J. Resale of Electric Energy**

The Member shall not extend their electrical facilities outside their premises for service to other Members or premises and shall not resell any of the energy received by them from United Power to any other person or persons on the Member's premises or for use on any other premises.

This Rule shall not apply to municipal utilities served at wholesale rates by United Power, nor shall it be construed to prohibit check-metering by a master-metered Member as provided in the Metering section of these Rules and Regulations.

**K. Responsibility for Payment**

The party primarily responsible for payment of electric service is the applicant or user in whose name service with United Power is listed. United Power shall take reasonable and timely steps, pursuant to its Rules and Regulations, to secure payment by or collections from said applicant or user of record. In the event such efforts are not successful, United Power may secure payment of the amounts due from a user of the service who is not the applicant or user of record. In such event, United Power shall give prior written notice to said user of its intent to secure payment hereunder and that the applicability of the benefit of service rule stated



herein may be disputed by making written complaint to United Power's President and Chief Executive Officer (CEO), or his/her designee.

**L. Compliance with Rules and Regulations**

United Power shall reserve the right to refuse to serve a prospective Member and may discontinue service to an existing Member until the Member has complied with all United Power Rules and Regulations.

**M. Payment for Past Services**

United Power shall reserve the right to refuse to serve an applicant who is delinquent in payments to United Power for service previously rendered at the same or other locations, or who, at the time of application, is a Member of the household of a former Member who is delinquent in payments to United Power, until such indebtedness is paid in full.

**N. Payments Due from Previous Occupant**

Delinquency in payment for service rendered to a previous occupant of the premises to be served, and unpaid charges for service or facilities not ordered by the present or prospective Members, shall not constitute a sufficient cause for refusal of service to a present or prospective Member. However, United Power may decline to furnish service at the same premises for the use of a delinquent Member by subterfuge in any manner. Subterfuge includes, but is not limited to, the use of a fictitious name by an applicant for service to avoid paying prior indebtedness to United Power, or an application for service at a given location in the name of another party by a Member whose account is delinquent and who continues to reside at the premises.

**IV. MEMBER DEPOSITS**

**A. Purpose of Member Deposits for Service**

A deposit required pursuant to this rule may be in addition to any advance, contribution, or guarantee, in connection with construction of lines or facilities, as provided in the extension policy of the utility's tariffs on file with the Commission. Any deposit as required herein is not to be considered as advance payment or partial payment of any bill for service. The making of a deposit shall not relieve any Member from payment of current bills as they become due and no deposit shall be applied by United Power to any indebtedness of the Member to the utility except to a bill for

utility services due or past due after service is terminated or upon bankruptcy of the applicant. In the latter case, the deposit shall be deemed as payment for services provided prior to bankruptcy.

**B. No Security Other Than Cash Deposits Required**

United Power shall not require any security other than a cash deposit to secure payment of utility services. In no event shall the furnishing of utility services or extension of utility facilities or any indebtedness in connection therewith result in a lien, mortgage, or other security interest in any real or personal property of the Member, unless such indebtedness has been reduced to judgment.

**C. Deposit Calculation**

A deposit intended to guarantee payment of current bills shall not exceed an amount equal to an estimated 90 days' bill of the Member.

**D. Receipt and Records of Deposits**

United Power shall maintain records to show the following for each deposit on hand:

- (1) The name of each Member making a deposit.
- (2) The premises occupied by the Member when making the deposit and each successive premise occupied while the deposit is retained by United Power.
- (3) The amount and date of making the deposit.
- (4) A record of each transaction, such as the payment of interest, interest credited, etc. concerning such deposit.

**E. Deposit Requirements for New Members**

Applicants who were not a Member of United Power at least 12 months during the prior three years shall be required to make a deposit before service is initiated; provide evidence of satisfactory credit history in a form or manner acceptable to United Power, as defined in the organization's current policies and procedures, or enroll in United Power's automatic payment program for the following 12 consecutive months.

**F. Deposits Requirements for Previous Members**

Applicants who have previously received service from United Power for at least 12 consecutive months within the last three years, and who have maintained a satisfactory credit record during the most recent 12

consecutive months, will not be required to make a deposit before service is initiated.

- G. Deposit Requirements for Divorced or Widowed Spouse of a Member**  
Applicants for residential service who are divorced or widowed, and whose former spouse met the deposit requirements for previous Members described above, shall be deemed to have a satisfactory credit record with United Power themselves and shall not be required to make a deposit.
- H. Deposit Requirements for Current Members Due to Changes in Usage**  
Current Members whose usage has changed significantly may be required to make a new or additional deposit.
- I. Deposit Requirements for Current Members Due to Delinquent Payments**  
Current Members who have received more than one written disconnection notice in the most recent 12 months shall be required to make a new, or additional, deposit. Service will not be restored to current Members disconnected for non-payment until all deposits have been received.
- J. Deposit Requirements Following Subterfuge**  
An account that has been disconnected due to an act of subterfuge will require a deposit as a condition of reconnection. Subterfuge includes, but is not limited to, the use of a fictitious name by an applicant for service to avoid paying prior indebtedness to United Power, or an application for service at a given location in the name of another party by a Member whose account is delinquent and who continues to reside at the premises.
- K. Installment Payments for Commercial and Industrial Deposits**  
Commercial and industrial Members requiring a deposit shall provide said deposit in advance of service, or in two or three equal installments if approved by United Power. Installments will be paid as follows: first installment payable prior to service initiation; and second installment payable within the next 30 days, third installation within 60 days of connection.

**L. Disconnection for Non–Payment of Deposit**

If any required deposit remains unpaid 30 days following the due date of the bill on which it first appeared, the Member’s service shall be subject to termination on 10 days’ notice.

**M. Refund of Deposit**

Deposits shall be refunded after a 12-month period as a credit applied toward the balance of the Member account if no delinquency resulting in the issuance of a written disconnection notice to the Member has occurred. Thereafter, review will be made monthly, or upon Member request, to determine if the Member is eligible for a refund. Refunds will otherwise be made only at such time as a Member ceases to receive electric service from United Power and all outstanding bills have been paid.

**N. Refund of Deposit Without Receipt**

United Power shall not refuse to return a deposit, or any balance to which a Member may be entitled, solely upon the basis that the Member is unable to produce a receipt for such deposit.

**O. Interest Earnings on Member Deposits**

Simple interest shall be paid by United Power on a Member deposit upon the return of the deposit, or annually at the request of the Member. Interest on a deposit shall be earned for the time such deposit is held by the utility and shall be calculated from the date the deposit is received by the utility to the date of payment to the Member or to the date an amount equal to the deposit is credited to the Member’s account. Interest payments, at the option of the utility, may be paid directly to the Member or by a credit to the Member’s account. The interest rate is subject to change and shall be reviewed periodically and established by Board resolution based on current market conditions. Whenever the interest rate is changed, deposits held by United Power shall earn interest at the new rate for the portion of time the deposit is held beyond the effective date of the interest rate change.

**P. Interest Rate on Member Deposits**

Once the interest rate is established or changed by Board resolution, Members will be informed of the newly revised rate to be paid on Member deposits if applicable.

## V. PAYMENT REQUIREMENTS AND OPTIONS

### A. General Rules

#### 1. Payment Media

All Members will be permitted to make payment on their account using legally acceptable media. However, if a Member has twice previously tendered payment which was returned by United Power unpaid, and the second payment was returned within the most recent 12-month period, the Member will be required to make payment by cash, or other guaranteed funds, to avoid disconnection, or to be reconnected and avoid future disconnection.

#### 2. Payment Due Date

All bills for service, including any excise tax imposed by governmental authority must be received by United Power or authorized agent of United Power by the due date specified on the bill. Final bills, weekly bills, special bills, and bills for connection and reconnection are due upon presentation.

#### 3. Failure to Receive Bill

Bills for electric service shall be considered as received by the Member when mailed to, or left at, the location where service is used, or at some other location that has been mutually agreed upon. If the Member fails to receive a bill, United Power, upon request, will issue a duplicate. However, failure to receive a bill in no way exempts the Member from payment for service rendered.

#### 4. Disputed Bills

If, prior to the time that payment is due, a Member gives notice at United Power's office that the correctness of the bill is disputed, stating reasons for the dispute, United Power will promptly investigate the complaint and render a resolution. However, such notice disputing correctness of a bill shall not be sufficient reason for withholding payment. If the bill is found to be incorrect, United Power will refund the amount of overpayment or credit the amount of overpayment to the next bill rendered.

#### 5. Payments Required Regardless of Interruption

Interruptions in service will not relieve the Member from payment of any charges for service actually supplied, nor will damage to Member's equipment or machinery, or failure of Member's installations not the fault of United Power, relieve the Member of payment obligations.

## **B. Standard Payment Options**

### **1. Budget Billing**

A Member electing the Budget Billing Plan shall pay a monthly amount equal to a minimum of 1/11th of the sum of (1) the total of the Member's most recent 12 months' bills, adjusted to reflect all rate changes which may have become effective during said period, and (2) other amounts outstanding on the Member's account. In the event a Member has not previously been served by United Power, or if a full 12 months' record is not available, the monthly amount shall be equal to 1/11th of the sum of an estimated 12 months' bills for said Member. Except as otherwise provided herein, said monthly payment shall be made each of the following 11 successive months with the amount due the twelfth month being a settlement amount equal to the difference between the total of the prior 11 months payments, and the actual billings for the 12-month period. If the settlement amount is a credit balance of Fifty Dollars (\$50.00) or more, United Power shall issue a check to the Member in the amount of the credit balance. If the settlement amount is a credit balance of less than Fifty Dollars (\$50.00), the credit shall be applied to future billings. If the settlement amount is a debit balance owed by the Member of less than Twenty Dollars (\$20.00), said outstanding balance may be carried forward and used in computing the monthly Budget Billing payment of the succeeding 12 months. If the settlement amount is a debit balance owed by the Member of Twenty Dollars (\$20.00) or more, the Member may elect to pay the debit over a two-month period with at least one-half of the total debit balance payable in the settlement month.

### **2. Installment Payments for Amounts Arising from United Power Controlled Events**

A Member shall be permitted to make installment payments if a bill includes amounts from past billing periods arising solely from events under the control of United Power. Examples of such events are meter malfunctions, billing errors, United Power meter reading errors, or failure of United Power to read a meter when required to do so by the applicable

rate schedule, provided, however, that such failure to read the meter shall not apply where the meter is not readily accessible to United Power. Installment payments under the provisions of this rule may extend over a period equal in length to the period during which the errors were accumulated and shall bear no interest.

### **3. Payment Extensions**

Upon request of a Member whose credit record is satisfactory, United Power may, at its discretion, extend the time period for payment of a bill by the Member not more than 15 days. A Member's credit record shall be considered satisfactory for this purpose where (1) the Member has been served by United Power for at least one year and, (2) United Power has not discontinued service to the Member for non-payment during the past 12 months, and (3) the Member shall not have been given more than one payment extension during the previous six consecutive months. Any waiver of United Power's rights under this rule shall not be deemed a waiver of United Power's rights with respect to any other matter or to other Members.

## **C. Installment Payment Requirements**

### **1. Installment Plan Qualifications**

Installment payment plan arrangements must be made if a residential Member fulfills one of the following conditions:

- (1) On or before the expiration date of the disconnect notice, pays at least 10% of the amount shown on the notice, pays all required deposits, agrees to pay all future bills by their due date, and enters into a reasonable installment payment plan.
- (2) On or before the last day covered by a medical certification, or extension thereof, pays at least 10% of any amount more than 30 days past due, agrees to pay all future bills by their due date, and enters into a reasonable installment payment plan.
- (3) If service has been discontinued for non-payment, pays any required deposits and/or reconnection charges, at least 10% of the amount shown on the notice, agrees to pay all future bills by their due date, and agrees to reasonable installment payments, unless

previous installment agreements have been breached. Breach of previous installment agreements requires that the Member pay all amounts due on the account before service will be reconnected, as addressed in the Reconnection after Broken Arrangement section of these Rules and Regulations.

**2. Installment Plan Determination**

Installment payment plan arrangements must be made with respect to any and all of the following amounts as may be applicable at the time the request for arrangements is made. The “arrangement amount” shall be the total of the then current bill plus the “installment amount.” The “installment amount” shall include:

1. The unpaid remainder of the amount shown on the disconnect notice.
2. Any amounts not included in the amount shown on the disconnect notice which have since become more than 30 days past due.
3. Any amounts due for a bill which is past due but is less than 30 days past the due date.
4. Any amounts due for a bill which has been issued but is not past due.

**3. Installment Payment Terms**

An installment payment shall consist of equal monthly installments over a period of time not to exceed six months. The amount of the monthly installment payment shall be the “installment amount” divided by the number of months over which the payments are to be made. The minimum installment payment is that which pays at least 10% of the “Past Due Amount.” The minimum “arrangement amount” shall be the “installment amount,” plus the full amount of any new bill.

**4. Installment Payment Due Date**

The due date of a bill must be specifically indicated on the bill and the due date shall be no earlier than 10 days after the mailing or delivery of the bill. The installment payment shall be due, together with the new bill (unless the new bill has been made part of the arrangement amount) on the



due date of the new bill. The second and succeeding monthly installment payments shall be due, together with the new bill, on the due date of the new bill. Any installment payment not paid by the due date of the new bill shall be considered “in default.” Any new bill, which is not paid by the due date, shall be considered “past due.” Accounts that are either “in default, or “past due” are subject to disconnection as specified in the Disconnection for Broken Arrangement section of these Rules and Regulations.

**5. Installment Plan Payment Arrangement Documentation**

Any Member who agrees to enter into an installment payment plan arrangement shall be provided a copy of the Installment Payment rules contained herein together with a statement of the payment arrangement as agreed upon by the Member. Said copy and statement must be provided by mail or delivered within 10 days after arrangement is agreed upon. The copy shall include a prominent heading, in English and Spanish: YOUR RIGHTS AND RESPONSIBILITIES CONCERNING INSTALLMENT PAYMENT PLAN ARRANGEMENTS.

The heading shall also contain an additional line in Spanish stating: IF YOU DO NOT READ ENGLISH YOU SHOULD REQUEST SOMEONE WHO UNDERSTANDS SPANISH AND ENGLISH TO TRANSLATE THIS INFORMATION FOR YOU.

**6. Payment Arrangement Renegotiations**

A Member whose monthly installment payment is not in default and whose new bill is not past due may renegotiate an installment payment plan arrangement that was made according to this rule. A renegotiated installment payment plan arrangement may consist of a lesser installment payment amount to be paid in a greater number of months, provided that the original arrangement amount is paid in no more than six months from the date the original installment payment plan arrangement was entered into.

**7. Other Payment Options**

Nothing in this Installment Payment Requirement section shall be construed to prevent United Power from offering other installment payment plan arrangement terms to avoid discontinuance, or terms for restoration of service, which offer is at least as favorable to the Member as

the terms and conditions set forth in this rule or to which the Member agrees.

**8. Disconnection for Broken Arrangement**

Service may be discontinued to a Member whose monthly installment payment remains in default after the tenth day following the mailing or delivery of a notice of broken arrangements, or whose new bill becomes more than 30 days past due and to whom a notice of broken arrangements has been mailed or delivered, unless the Member presents a medical certification as provided elsewhere in this rule. Requirements for service restoration after a broken arrangement are addressed in the Service Restoration section of these Rules and Regulations.

**9. Broken Arrangement Notification Requirement**

In the event a monthly installment payment becomes in default and/or a new bill becomes past due, the utility shall mail or deliver a written notice, with a heading in English and Spanish stating: NOTICE OF BROKEN ARRANGEMENTS. Said notice shall also contain an additional sentence in Spanish: IF YOU DO NOT READ ENGLISH, YOU SHOULD REQUEST SOMEONE WHO UNDERSTANDS SPANISH AND ENGLISH TO TRANSLATE THIS NOTICE FOR YOU. Said notice shall advise the Member, at a minimum:

1. That service may be discontinued if the monthly installment payment is not received by the utility within 10 days after the notice is sent.
2. That service may be discontinued if payment for each new bill is not received by the utility within 30 days after its due date.
3. That if service is discontinued, the utility may decline to provide further service until all amounts more than 30 days past due have been paid, together with any deposits and/or reconnection charges.

**D. Disconnection Avoidance**

**1. Full Payment**

Service shall not be disconnected in the event a Member proffers full payment of an electric bill, by cash or other guaranteed funds, to United

Power. The provision herein shall not preclude United Power from making reasonable charges for service calls.

**2. Payment of 10% of “Past Due Amount” and Installment Payment Initiation**

Service shall not be disconnected if a residential Member agrees to pay all future bills when due, pays at least 10% of the past due amount, pays all required deposits, and enters into a reasonable installment payment plan amortizing all other amounts due on the account as described in the Installment Payment Requirements section of these Rules and Regulations.

**3. Medical Certificate**

In the event a Member is unable to pay for service as regularly billed by United Power, or is able to pay for such service but only in reasonable installments, and there is a Medical Certificate delivered to United Power indicating that disconnection of service would be especially dangerous to the health or safety of the Member or a permanent resident of the Member’s household due to the required use of life-sustaining medical equipment, service will not be disconnected for 60 days from the date of the Medical Certificate, with a possible 30-day extension upon delivery of a second Medical Certificate. The second Medical Certificate must be delivered prior to the expiration date of the initial 60-day, non-disconnect period. A residential Member may invoke this provision no more than once during any 12 consecutive month period.

**4. Installment Payments After Medical Certificate**

Any Member having provided United Power a valid Medical Certificate or extension thereof, may request an installment payment plan arrangement on or before the last day covered by the Medical Certificate, or extension thereof.

Any Member who has already entered into an installment payment plan arrangement and who had not broken arrangements prior to invoking medical certification provisions, may renegotiate the installment payment plan arrangement on or before the last day covered by the medical certification, or extension thereof. Any Member who defaulted on said prior arrangements must pay on or before the last day covered by the medical certification, or extension thereof, all amounts that would have

been paid up to that date had arrangements not been broken, and resume the installment payment plan arrangement in order to avoid discontinuance of service.

**5. Multi-Unit Dwellings**

Service may not be discontinued if the party responsible for payment pays the amount on the disconnect notice, or if the occupants pay each new bill within 30 days of issuance. Occupants shall not be entitled to installment payments or any payment plan other than paying each new bill in full within 30 days of issuance to avoid disconnection. Service may be discontinued, without further notice or attempt at personal contact, for failure of the occupants to pay each new bill within 30 days of issuance.

**6. Continuance of Service Pending Investigation and/or Hearing**

The CEO of United Power, or his/her designee, at their discretion and upon such terms as they may prescribe, may order continuance of service pending an investigation and/or a hearing. Such terms may include, but not be limited to, posting of a deposit or timely payment of all undisputed charges, which the CEO, or his/her designee, deems reasonable under the circumstances.

**E. Service Restorations**

**1. Service Restoration after Disconnection**

Where service has been disconnected, United Power shall restore service within 12 hours after elimination by the Member of the cause for discontinuance, unless extenuating circumstances prevent restoration.

**2. Service Restoration through Full Payment**

Service which has been disconnected due to failure to pay, or make arrangements for payment of bills for service rendered will be restored if the Member pays in full the amount shown on the disconnect notice, plus any deposit and/or reconnection charges as may be specifically required by United Power's tariffs.

**3. Residential Service Restoration through Payment of 10% of Past Due, Deposit and Reconnection Charges, and Initiation of Installment Plan**

Service which has been terminated due to failure to pay, or make arrangements for payment of bills for service rendered will be restored if

the Member agrees to pay all future bills when due, pays all applicable deposits and/or reconnection charges, pays a minimum of 10% of the past due amount, and enters into a reasonable installment plan as described in the Installment Payment Requirements section of these Rules. This provision will not apply in cases where disconnection has occurred due to breached arrangements. If service is disconnected after breach of arrangements, service will be reconnected only after the Member has made payment in full of all amounts owed, including any deposits and/or reconnection charges.

**4. Service Restoration through Medical Certificate**

Service which has been terminated due to failure to pay, or make arrangements for payment of bills for service rendered will be restored if the Member presents a medical certification, as described in the Medical Certificate section of these Rules and Regulations.

**5. Commercial Service Restoration through Partial Payment of Past Due Amount and Initiation of Installment Plan**

Service which has been terminated due to failure to pay, or make arrangements for payment of bills for service rendered will be restored if a commercial Member agrees to pay all future bills when due, pays all applicable deposits and/or reconnection charges, pays 50% of the amount shown on the notice of termination, and enters into an installment payment plan arrangement to pay the remaining account balance in equal monthly installments over a period of time not to exceed three months. If service is terminated after breach of arrangements, service will be restored only after the Member has made payment in full of all amounts owed, including any deposit and/or reconnection charges.

**6. Service Restoration after Diversion**

If diversion of electric energy has been confirmed subsequent to disconnection, United Power will not render service to the Member, or to any other person for the Member's use, until the Member has paid to United Power all charges relating to the diversion of electric energy, all required deposits and/or reconnection charges, all amounts due for service rendered at the same location, and United Power confirms that the cause for the discontinuance of electric service, if other than for non-payment, has been cured as described in the Diversion section of these Rules and Regulations. Restoration of service after diversion will only occur during

United Power's stated business hours. Additionally, United Power reserves the right to require the Member to install, or have installed at their own expense, equipment necessary to prevent further diversion of energy as addressed in the Access and Equipment Requirements Following Diversion section of these Rules and Regulations.

**7. Service Restoration after Broken Arrangement**

If service is discontinued for broken arrangements, United Power may decline to restore service until all amounts more than 30 days past due have been paid, together with such deposits and/or reconnection charges as may be provided for in United Power's tariffs.

However, discontinued service must be restored if the Member presents a medical certification as elsewhere provided in this rule. Service may be discontinued without further notice upon the expiration of such medical certification, or extension thereof, and the terms for service restoration shall be the payment of all amounts more than 30 days past due, together with such deposits and/or reconnection charges as may be provided for in United Power's tariffs.

## **VI. BILLING**

### **A. General Rules**

**1. Bill Frequency and Partial Month Prorations**

Bills for service will be rendered monthly unless otherwise specified in these Rules and Regulations or in the applicable rate schedule. The term "month" for billing purposes means the period between any two (2) consecutive regular readings by United Power of the meters at the Member's premises. Meter readings will be taken, as nearly as practicable, on the same date each month. However, United Power reserves the right to require payment of bills for service at more frequent intervals. In such event, the meter will be read at the intervals specified by United Power. All bills will be prorated using the ratio of the number of days in said billing period to a 30-day month. Bills for demand-energy type rates, as well as the demand component of any rate, will not be prorated.

**2. Metering**

Each class of electric service supplied will be metered and billed separately. All service to a Member under one applicable rate will be measured by a single meter, and meter readings will not be combined for billing purposes. However, where existing water heating service has been separately metered or where all service is supplied at a single point of attachment to the Member's system, but is separately metered because of municipal code, the readings of two or more meters may be combined for billing purposes. Adjoining properties may be combined on a single meter at the Member's expense and served as a single Member where such properties are controlled, occupied, and used for farm or commercial purposes by a single enterprise engaged in the pursuit of a single business. Service to the same person at different premises will be considered as service to the same Member and will be metered and billed separately.

**3. Demand Determination**

Billing demand will be determined as set forth in the applicable Rate Schedule and United Power's Rules and Regulations.

**4. Budget Billing Plan**

The Budget Billing Plan may be selected by an eligible residential Member any month during the year. Once selected by an eligible Member, the provisions of the plan shall remain in effect until terminated by either the Member or United Power. The terms of payment for this plan shall be as specified in the Payment Requirement and Options section of these Rules and Regulations.

**B. Statement Information**

**1. Information Displayed on Statement**

All bills rendered to Members for metered service shall show:

- (1) Net amount due
- (2) Beginning and ending meter readings dates for the period during which service was rendered
- (3) A distinct marking to identify an estimated bill
- (4) An appropriate rate or rate code identification
- (5) Last date payable after which the bill becomes past due
- (6) The kilowatt-hours and units of demand, where applicable
- (7) Any multipliers or constant factors used to calculate either

kilowatt-hours or demand

(8) All other essential factors upon which the bill is based

**2. Payment and Due Date**

The due date of a bill shall be no earlier than 10 days subsequent to the mailing or delivery of the bill. Final bills, weekly bills, special bills, and bills for connection and reconnection are due upon presentation.

**C. Errors and Adjustments**

**1. Adjustments for Fast Meters**

When a meter is found to have a positive average error that is fast in excess of 2%, United Power shall refund to the Member an amount equal to the excess charged for the kilowatt-hours incorrectly metered for a period equal to one-half of the time elapsed since the last previous test, but not to exceed two years.

**2. Adjustments for Slow Meters**

When a meter is found to have a negative average error that is slow in excess of the 2%, United Power may make a charge to the Member for the kilowatt-hours incorrectly metered for a period equal to one-half of the time elapsed since the last previous test, but not to exceed six months.

**3. Adjustments for Incorrect Register Multiplier**

If a meter is found to have an incorrect register ratio or multiplier, the error shall be corrected as detailed in VI. Billing section C5 of these Rules and Regulations. Where the error is adverse to the Member, United Power shall refund to the Member an amount equal to the excess charged for the kilowatt-hours incorrectly metered for the period of time the meter was used in billing the Member. Where the error is adverse to United Power, United Power may make a charge to the Member for the kilowatt-hours incorrectly metered for the period of time the meter was used in billing the Member.

**4. Adjustments for Incorrect Register Operation**

If a meter is found not to register, to register intermittently, or to partially register for any period, United Power shall estimate a charge for the kilowatt-hours used by averaging the amounts registered over similar



periods or over corresponding periods in previous years, or by using such other acceptable information as may be available.

**5. Refunds or Adjustments for Amounts Arising from United Power Controlled Events**

United Power will exercise all reasonable means to ensure accurate computation of all bills for electric service. In the event errors in billing occur, United Power will refund to the Member the amount of overpayment having occurred therefrom or credit the amount of overpayment to the next bill rendered with such period not to exceed two years. Likewise, United Power shall have the right to collect from the Member the amount of any undercharge with such period not to exceed six months, subject to the Payment Requirement and Options section of these Rules and Regulations, under which Members may make installment payments on said undercharge. Installment payments for past due amounts arising from events under the control of United Power may extend over a period equal in length to the period during which the errors were accumulated and shall bear no interest.

## **VII. DISCONNECTION**

**A. General Rules**

**1. Member Assistance Organizations**

United Power shall make available to any Member, on request, a list of all organizations and agencies, public and private, known to United Power, which provide Member assistance or benefits relating to electric service.

**2. Member Requested Disconnection**

A Member wishing to discontinue service shall give a minimum of three days' notice to United Power to that effect, unless otherwise specified in the rate or applicable contract, in order to allow time for final meter reading and disconnection of service. Where such notice is not received by United Power, the Member will be liable for service until final reading of the meter. The Member will be liable for any property damages sustained as a result of the requested disconnection.

**3. Causes for Disconnection**

Disconnection of service may occur for non-payment or failure to comply with payment arrangements, as well as failure to comply with United Power rules pertaining to facilities and equipment access, power quality, safety, diversion of electric energy, or subterfuge.

## **B. Disconnection Rules**

### **1. Written Notification**

Written notice of proposed disconnection of service must be mailed by first-class mail or sent electronically at least seven days in advance of the proposed disconnection date, advising the Member what particular rule has been violated for which service will be discontinued, and/or the amount past due and the date by which the same shall be paid to avoid disconnection. Requirements for information to be included in the written disconnect notification are detailed in the Disconnection Notice Requirements section of these Rules and Regulations.

This Rule shall not apply where a by-pass is discovered on a Member's service meter, any hazardous condition exists on a Member's premises, or in the case of a Member utilizing service in such a manner as to make it dangerous for occupants of the premises, thus making an immediate discontinuance of service to the premises imperative.

### **2. Third-Party Notification**

In the event a Member has previously executed a third-party notification form indicating a third-party to whom disconnection notices are to be sent, written notice shall be mailed by first-class mail or delivered at least seven days in advance of the proposed disconnection date to said third-party.

### **3. Multi-Unit Dwelling Notification**

If disconnection of service involves individual permanent residents of a multi-unit dwelling where service for the entire multi-unit dwelling is supplied through one meter, and United Power is aware of such condition, disconnection of service shall occur only after United Power has given 30 days' notice of intent to disconnect to the party responsible for payment of utility bills for the dwelling, and to the individual occupants of each unit within the dwelling. Notice to such individual occupants shall be delivered to each dwelling unit or mailed to the addressee or occupant of each unit. In addition, a copy of said notice shall be posted, to the extent possible, in

at least one of the common areas of the multi-unit dwelling. An affidavit shall be prepared, setting forth how the utility has delivered, mailed, or posted notices, or attempted to do so, to the individual dwelling unit occupant.

**4. Attempt to Notify**

United Power will not disconnect a Member until reasonable effort has been made to give notice of the proposed discontinuance, to the residential household and to any third-party who is listed by the Member on a Third-Party Notification Form.

**5. Waiver of Written Notification**

Requirements for written notification may be waived:

1. When, in the opinion of the utility, an immediate disconnection of service to the premises is imperative for reasons of safety. Such reasons might include a condition or installation of any part of the Member's or the utility's lines, pipes, apparatus, or appliances which is found to be dangerous to life, health, or safety of any person.

2. When discontinuance is ordered by any properly constituted governmental authority due to alleged violations by the Member of the ordinances, statutes, or regulations applicable to the service. United Power shall not be responsible for ascertaining such conditions.

3. When service, having been discontinued in accordance with these Rules and Regulations, is discovered restored by someone other than United Power.

**C. Disconnection Restrictions**

**1. Weekends and Holidays**

Service will not be disconnected between 12 Noon on Friday and 8 a.m. the following Monday, or between 12 Noon on the day prior to and 8 a.m. on the day following any federal holiday or United Power-observed holiday. Disconnection restrictions are not applicable under United Power's pre-paid electric service, Pay as You Go Program.

**2. Amounts Not Yet Appearing on Regular Bill**

Service shall not be disconnected for non-payment of any sum due which has not appeared on a regular monthly bill. The due date must be specifically indicated on the bill and shall be no earlier than 10 days subsequent to the mailing or delivery of the bill.

**3. Amounts Less Than 30 Days Past Due**

Service shall not be disconnected for non-payment of any sum that is less than 30 days past due (with the exception of current amounts included in Installment payment arrangements; nor shall any notice of intent to disconnect service be sent with respect to any amount that is not 30 days past due.

**4. Amounts Due from Other Accounts**

Service shall not be disconnected for non-payment of any sum due for service to other account(s) presently or previously held by the Member, or for amounts due for service to other account(s) where the Member was a beneficiary of service, unless the amount has first been transferred to the account on which notice may be given and has been displayed on a regular monthly bill. In such event, the amount transferred shall be considered “due” on the regular due date of the bill on which it first appears as a transfer and shall be subject to notice the same as if it had been billed for the first time. However, no amount may be transferred from any other account unless the accounts to and from which the transfer is made are for the same class of service, or the Member has previously pledged one account to secure the other.

**5. Amounts Not Owed by Member of Record**

Service shall not be disconnected for non-payment of any amount due on other account(s) on which the Member is, or was, neither the Member of record nor a guarantor, unless the Member is or was a user obtaining service through subterfuge without the knowledge or consent of the named Member of record.

**6. Amounts Due from Previous Occupant**

Service shall not be disconnected for non-payment of any sum due from a previous occupant of the premises who was the Member of record. However, a utility may give notice of intent to discontinue service for a rule violation, and upon expiration of the notice may decline to continue to furnish service at the same premises if it believes the service is being

obtained by a delinquent Member by subterfuge in any manner. Subterfuge includes, but is not restricted to, an application for service at a given location in the name of another party by an applicant whose account is delinquent and who continues to reside or do business at the premises.

**7. Amounts Due for Non-Utility Services**

Service shall not be disconnected for failure to pay any indebtedness except as incurred for utility service rendered by the utility in the State of Colorado.

**D. Disconnection Notice Requirements**

**1. Notice Format and Heading**

The Disconnection Notice shall be conspicuous in nature and in easily understood language. The heading of the notice shall be in block capital letters. The heading shall contain, as a minimum, the following warning written in English: THIS IS A FINAL NOTICE OF DISCONNECTION OF ELECTRIC UTILITY SERVICE AND CONTAINS IMPORTANT INFORMATION INVOLVING YOUR LEGAL RIGHTS AND REMEDIES. The heading shall also contain the same warning written in Spanish, with an additional sentence at the end of the warning stating in Spanish: IF YOU DO NOT READ ENGLISH, YOU SHOULD REQUEST SOMEONE WHO UNDERSTANDS SPANISH AND ENGLISH TO TRANSLATE THIS NOTICE FOR YOU.

**2. Toll-Free Telephone Contact Within United Power Territory**

The Disconnection Notice shall advise the Member how to contact United Power, without expense to the Member of a toll call, from within the utility's service area, to resolve any dispute with respect to the amount or date due and/or with respect to violation of any rule.

**3. Right to Informal Complaint**

The Disconnection Notice shall advise the Member of their right to make an informal complaint in writing to the CEO of United Power, or his/her designee, in accordance with the Regulations governing consumer complaints and related matters. A copy of the complaint procedure may be obtained from United Power.

**4. Right to Hearing by United Power**

The Disconnection Notice shall advise the Member that they are entitled to a hearing, in person, before disconnection of service, at a reasonable time and place within 10 days of the date of the Notice of Disconnection before the CEO of United Power or his/her designee.

**5. Continuance of Service Pending Investigation and/or Hearing**

The Disconnection Notice shall inform the Member that the CEO of United Power, or his/her designee, at their discretion and upon such terms as they may prescribe, may order United Power to continue service pending an investigation and/or a hearing. Terms may include, but not be limited to, the posting of a deposit or timely payment of all undisputed charges which the CEO, or his/her designee, determines to be reasonable under the circumstances.

**6. Disconnection Avoidance by Paying 10% of “Past Due Amount” and Initiation of Installment Plan**

The Disconnection Notice shall advise that a residential Member may avoid disconnection of service by paying, on or before the expiration date of the notice, at least 10% of the “Past Due Amount” shown on the Disconnection Notice, all applicable deposits, and enters into an installment payment plan arrangement to pay the remaining account balance in equal monthly installments over a period of time not to exceed six months.

**7. Disconnection Avoidance Through Medical Certificate**

The disconnection notice shall inform the Member that in the event disconnection of service would be dangerous to the health of a permanent resident of the household, Members may call United Power’s office to obtain information regarding the potential use of a medical certificate to avoid disconnection.

**8. Service Restoration Through Payment Of 10% of Past Due Amount, Deposits and/or Reconnection Charges, and Initiation of Installment Plan**

The disconnection notice shall inform the Member that in the event service is discontinued for non-payment, service may be restored if a residential Member pays a minimum of 10% of past due amounts, pays all

applicable deposits and/or reconnection charges, and enters into a reasonable installment payment arrangement.

**9. Payment Requirements**

The disconnection notice shall advise that United Power may require, as a condition of avoiding disconnection or of restoring service if disconnected, payment only in the form of cash or other guaranteed funds from the Member to whom the notice is sent.

**10. Member Assistance Organizations**

The disconnection notice shall advise Members of agencies which provide Member assistance of benefits relating to utility service. Unintentional error, by omission or incorrectness, of a utility in providing such information shall not render the notice void.

**11. Deposits**

The disconnection notice shall advise Members that once disconnected, new Members with less than nine months' service, who fail to make timely payments shall be subject to a 60-day deposit. The deposit shall be refunded after a 12-month period if no further delinquency results.

**E. Disconnection Avoidance**

The Payment Requirement and Options section of these Rules and Regulations describes payment options which will result in avoidance of disconnection of service for non-payment.

**F. Service Restoration**

**1. Service Restoration Requirements for Disconnection Due to Non Payment**

Service disconnected for non-payment must be restored within 12 hours after the Member satisfies any one of the Service Restoration Payment Options set forth in the Payment Requirements and Options section of these Rules and Regulations.

**2. Service Restoration Requirements After Disconnection for Reasons Other Than Non-Payment**

Service disconnected for reasons other than non-payment shall be restored within 12 hours after the Member notifies United Power, and the utility

confirms that the cause for discontinuance has been cured as set forth in the Payment Requirements and Options section of these Rules and Regulations.

## VIII. DIVERSION

### A. Definitions

#### 1. Person

For purposes of these Rules and Regulations, “Person” means any individual, firm, partnership, corporation, company, association, joint-stock association, or other legal entity.

#### 2. Member

For purposes of these Rules and Regulations, “Member” means the person responsible for payment for electric service for the premises, and such term includes employees and agents of the Member.

#### 3. Electric Service

For purposes of these Rules and Regulations, “electric service” means the provision of electricity or any other service furnished by United Power for compensation.

#### 4. United Power Electric Supply System

For purposes of these Rules and Regulations, “United Power electric supply system” includes all wires, conduits, cords, sockets, motors, meters, instruments, equipment, and other devices used by United Power for the purpose of providing electric service.

#### 5. Tampering

For purposes of these Rules and Regulations, “tampering” means the act of damaging, altering, adjusting, or in any manner interfering with or obstructing the action or operation of any meter or other device provided for measuring, registering, determining, or limiting the amount of electricity consumed.



6. **Unauthorized Metering**

For purposes of these Rules and Regulations, “unauthorized metering” means the act of removing, moving, installing, connecting, reconnecting, or disconnecting any meter or metering device for electric service by a person other than an authorized contractor, employee, or agent of United Power, or the breaking of meter seals without prior approval and knowledge of United Power.

7. **Bypassing**

For purposes of these Rules and Regulations, “Bypassing” means the act of attaching, connecting, or in any manner affixing any wire, cord, socket, motor, or other instrument, device, or contrivance to United Power’s supply system or any part thereof in such a manner as to transmit, supply, or use any electric service without passing through an authorized meter or other device provided for measuring, registering, determining, or limiting the amount of electricity consumed.

**B. Evidence of Tampering**

The existence of electric energy consuming devices installed ahead of the meter or any tampering or interfering with wires, devices or equipment connected to United Power’s distribution system or damage to, alteration, or obstruction of any meter (including the breaking of meter seals) which will permit or make possible the use of electric energy without its proper registration on United Power’s meter, shall constitute *prima facie* evidence of diversion of electric energy by the Member in whose name service is being rendered, or by the person benefiting from the use of such diverted electric energy.

**C. Check Metering**

In the event United Power’s check meter registers more electric energy in the same interval of time than does the meter installed at the Member’s premises, and after both meters have been tested and found to be registering within the limits of accuracy prescribed in the Metering Accuracy section of these Rules and Regulations, such fact shall constitute *prima facie* evidence of diversion of electric energy.

**D. Diversion by Member**

There is a rebuttable presumption that a Member at any premises where bypassing, tampering, or unauthorized metering is proven to exist, caused or had knowledge of such bypassing, tampering, or unauthorized metering if the Member controlled access to the part of United Power's electric supply system on the premises where the bypassing, tampering, or unauthorized metering is proven to exist.

**E. Diversion by Tenant or Occupant**

Under the applicable Colorado statutes, there is a rebuttable presumption that a tenant or occupant of any premises where bypassing, tampering, or unauthorized metering is proven to exist, caused or had knowledge of such bypassing, tampering, or unauthorized metering if the tenant or occupant had controlled access to the part of United Power's electric supply system on the premises where the bypassing, tampering, or unauthorized metering is proven to exist and if said tenant or occupant was responsible or partially responsible for payment, either directly or indirectly, to United Power or to any other person for electric service provided for the premises.

**F. Damages and Payment**

In any instance of bypassing, tampering, or unauthorized metering, United Power shall have the right to compute the amount of damages by making an actual count of the Member's electric energy consuming devices, provided that where United Power is unable to make such count, the computation shall be determined or estimated by other reasonable manner. Such computation of damages shall be made for the period beginning with the date on which the Member began receiving electric service at the location where the bypassing, tampering, or unauthorized metering occurred, unless evidence proves the bypassing, tampering or unauthorized metering commenced at a later date, and ending with the date on which said wrongful use of electric facilities ceased. Bills for the amount of damages, based on the foregoing computation, plus the costs and expenses for investigation, disconnection, reconnection, service calls, employees, and equipment, shall be immediately due and payable upon presentation to the Member, irrespective of United Power's rights to bring a civil action under Colorado statutes. United Power may discontinue service to the Member because of any act of bypassing, tampering, or unauthorized metering and shall not render additional service to said Member, or to any other person for the Member's use at the same or any

other location, until the Member has paid all bills for the amount of said damages.

**G. Restoration After Diversion**

If diversion of electric energy has been confirmed subsequent to discontinuance, United Power will not render service to the Member, or to any other person for the Member's use, until: the Member has paid or made appropriate arrangements (when applicable) for the payment of all charges relating to the diversion of electric energy, all disconnect/reconnection charges, all past-due bills for service rendered at the same location, and any deposits required as set forth in the Payment Requirement and Options section of these Rules and Regulations. Additionally, before power will be restored, United Power must confirm that the cause for the discontinuance of electric service, if other than for non-payment, has been cured and any equipment necessary to prevent further diversion of electric energy has been installed, as addressed in the Requirements for Service – Access and Equipment Requirements Following Diversion section of these Rules and Regulations. Restoration after Diversion will only occur during United Power's stated business hours.

**IX. QUALITY OF SERVICE**

**A. Reasonable Diligence in Avoidance of Interruptions**

United Power will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of electric energy to the Member and to avoid any shortage or interruptions in delivering this electric power. However, United Power will not be liable for interruption, shortage, or insufficiency in the supply of electric service, or for any injury, loss, or damage occasioned thereby, if same is due to causes or contingencies beyond the control of United Power including but not limited to accidents, vandalism, breakdown of equipment, acts of God, authority and orders of government, floods, storms, fires, strikes, riots, or war.

**B. Planned Temporary Interruptions**

United Power will have the right to temporarily suspend the delivery of electric service whenever necessary for the purpose of making repairs or improvements to its system.

**C. Interruptions Record Keeping**

United Power shall keep a record of all interruptions of service upon its entire system, or major division thereof, including a statement of the time, duration, and cause of any such interruption.

All records under this Rule shall be retained by United Power for the period required in the United Power Records Retention Schedule.

**D. Nominal Delivery Voltage**

United Power's standard nominal voltages for distribution systems are referenced in the United Power Service Installation Guide.

**E. Voltage Consistency**

Voltage consistency shall be maintained as referenced in the United Power Service Installation Guide.

**F. Voltage Surveys and Records**

United Power shall provide appropriate voltmeters for all voltages furnished. All voltmeter records shall be available for the period required in the United Power, Records Retention Schedule.

**G. Power Factor Requirements**

United Power reserves the right to discontinue service or penalize any Member not complying with United Power's tariffs.

**X. FACILITIES**

**A. Construction**

**1. Service and Safety Requirements**

The electric plant of United Power shall be constructed, installed, maintained, and operated in accordance with accepted engineering practice in the electric industry to ensure, as far as reasonably possible, continuity of service, uniformity in the quality of service furnished, and the safety of persons and property.

**2. National Electric Safety Code Compliance**

United Power shall use, as a minimum standard of accepted engineering practice, the edition of the National Electrical Safety Code (ANSI C2) in effect at the time construction or installation of the electric plant commenced. Any electric plant of the utility that is constructed, installed, maintained, and operated in accordance with the National Electrical Safety Code in effect at the time of its construction or installation shall be presumed to comply with accepted engineering practice in the electric industry and the provisions of this rule.

**B. Inspection**

United Power shall inspect its plant and distribution equipment and facilities, in such manner and with such frequency as good practice requires, in order that the equipment and facilities are maintained in proper condition for use in rendering safe and adequate electrical service.

**C. Pole Identification**

United Power shall mark each pole, post, or other structure, used for supporting electrical conductors with “dating nails,” manufacturer’s brand, or other approved devices which will indicate the year in which such structures were installed.

**D. Attachment to Poles**

No posters, banners, placards, radio aerials, or any other objects will be attached to the poles of United Power. United Power will not install, or permit installation of, the Member’s distribution wires or equipment on United Power’s primary voltage poles.

**E. United Power Property**

All lines, wires, apparatus, instruments, meters, transformers, and materials supplied by United Power at its expense, or under its standard policies, will be and remain the property of United Power. United Power’s property shall not be worked upon or interfered with by the Member or other unauthorized persons.

**F. Removal of United Power Owned Facilities**

Any equipment, devices, or facilities furnished at the expense of United Power, or on which United Power bears the expense of maintenance and

renewal, shall remain the property of United Power and may be removed by United Power per the idle field check policy.

**G. Substation Metering**

United Power shall have installed such instruments or watt-hour meters as may be necessary to furnish full information as to monthly purchases of electrical energy. United Power shall also install such instruments as may be necessary to obtain a daily record of the load upon each of its distribution substations.

**H. Transmission Line Extensions**

United Power's Rules and Regulations regarding electric transmission line extensions shall be as set forth in the Service Connection and Line Extension Policies section of these Rules and Regulations.

**G. Service Connection and Distribution Line Extension**

United Power's Rules and Regulations regarding service connections shall be as set forth in the Service Connection and Line Extension Policies section of these Rules and Regulations.

**H. Service Connections – Installation and Maintenance**

Overhead or underground service connections to the Member's premises shall be installed and maintained subject to the terms and conditions set forth in the Service Connection and Line Extension Policies section of these Rules and Regulations.

**I. Temporary Service**

If service to a Member is to be temporary or intermittent, the service connection and any line construction involved will be as set forth in the Service Connection and Line Extension Policies section of these Rules and Regulations.

**J. Transformer Sizing and Protective Equipment**

Necessary step-down transformers and protective equipment will be installed, owned, and maintained by United Power unless otherwise specified in the applicable Rate Schedule(s). United Power will not be required to install in excess of one KVA of transformer capacity for each horsepower of the Member's normal requirements. If the Member's power proves to be substantially more or less than set forth in the application for

service, United Power may reduce or increase installed transformer capacity as it deems advisable, at the Member's expense.

**K. Non-Standard Transformers**

United Power will not provide transformers which in the opinion of United Power are of a special type or design, nor provide transformers to serve Members at a voltage other than that of United Power's established distribution system in the locality where service is supplied, nor provide transformers beyond a single voltage transformation from the voltage of United Power's established primary distribution system.

**L. Wiring Inspections**

**1. Requirements Before Connection**

The electrical wiring of service at premises not connected to United Power's system shall be inspected and approved by state, county or local authorities before service is rendered by United Power. United Power shall not be responsible, however, for failure of the applicant to obtain said inspection.

**2. United Power Requested Inspections**

United Power may, at its option, cause a wiring inspection to be made of any existing wiring beyond the point of attachment to United Power facilities, if United Power has reason to believe that dangerous wiring may exist. Service may be discontinued in the event faulty wiring, which creates a hazard to persons, animals, or property, is discovered.

**M. Relocation of Facilities**

The Member shall reimburse United Power for any cost associated with relocation of facilities made at the request of the Member, for the Member's convenience. Except in case of emergency, meters and other equipment of United Power will be removed or relocated only by employees or authorized agents of United Power. United Power may require a construction deposit sufficient in amount to pay for all estimated costs of the change or relocation as specified in the United Power Installation Guide (located on the Internet). If the Member removes a meter or other facilities of United Power due to an emergency, said Member will be required to notify United Power immediately.

**N. Damage to Facilities**

The party shall be responsible for any damage to, or loss of, United Power's property caused by or rising out of the acts, omissions, or negligence of, or the misuse or unauthorized use of United Power's property by the party. The cost of such loss and/or repairing such damage shall be paid by the party responsible for the acts or omissions. The party shall be held responsible for injury to United Power's employees if caused by the party's acts, omissions, or negligence.

**O. Space for Facilities Required by Member**

The Member, at the request of United Power, shall furnish and maintain indoor space and facilities for the installation of United Power instrument transformers and other equipment in those cases where this type of installation is required by the Member. Member requests for installation of indoor facilities on their premises shall be at the discretion of United Power.

The Member shall adhere to the installation and maintenance spacing requirement for equipment and facilities to provide service to the Member and are located within the Member's property as referenced in the United Power Service Installation Guide.

**P. Member Owned Equipment**

**1. Installation and Regulatory Compliance**

All wiring and electrical equipment beyond the point of attachment with United Power facilities will be furnished, installed, and maintained at all times by the Member in conformity with good electrical practice and with the requirements of the National Electrical Code, the National Electrical Safety Code, municipal or other local electric wiring ordinances, and in accordance with the Facilities section of these Rules and Regulations.

**2. Furnishing, Installation, and Maintenance**

All electric wiring, conduits, cables, and apparatus, including necessary protective appliances essential to utilization of service beyond the point of attachment to United Power's facilities, shall be furnished, installed, and maintained at the Member's expense, except as specifically provided by the Contract for Service,



applicable Rate Schedule, or the United Power Installation Guide (located on the Internet).

- 3. Lines Beyond Point of Attachment to United Power Facilities**  
Except as otherwise provided in these Rules and Regulations, any overhead or underground distribution lines required beyond the point of attachment to United Power's facilities shall be installed, owned, operated, and maintained by the Member. In such cases, electric energy will be metered at a location designated by United Power, which may be at a point other than the connection point between the Member's and United Power's systems. The Member will provide, install, operate, and maintain protective devices as specified and approved by United Power.
- 4. Transformers Beyond the Point of Attachment to United Power Facilities**  
The Member will provide, own, operate, and maintain all other transformers as required beyond the point attachment with United Power's facilities.
- 5. Non-Standard Voltage Transformers**  
If the Member requires, or elects to use, voltages other than the standard secondary and primary voltages of United Power's established distribution system, the special transformers will be installed, operated, and maintained by and at the expense of the Member.
- 6. Equipment Requiring Close Voltage Regulation**  
The Member will, in every case, confer with United Power before any special apparatus or any apparatus requiring extremely close voltage regulation is connected. In the event equipment connected to United Power's lines impairs service to other Members, United Power reserves the right to require correction of the condition by the Member. United Power may refuse or discontinue service to such equipment until the condition is corrected by the Member. In certain circumstances the use of equipment having fluctuating or intermittent load characteristics, or having an abnormal effect on voltage, may necessitate the furnishing of service to such equipment through isolated transformers and separate service

loops, or installing transformer and/or line capacity in excess of that normally required by non-fluctuating or non-intermittent equipment in order to protect the quality of service to the Member, or to other Members. United Power reserves the right to charge the Member the full cost of facilities to provide any special service required by such equipment and/or to prevent any impairment in service to any Member Members. Where the Member is billed under a measured demand, United Power may determine the billing demand on a shorter interval than specified in the applicable Rate Schedule or may make other suitable adjustment(s) irrespective of any provision relative to billing demand determination contained in such rate.

**7. Harmonic Distortion**

United Power cannot render service to any Member for the operation of any device that has a detrimental effect upon the service provided to other Members. The Member's use of service shall not exceed the limits for harmonic distortion set forth in IEEE Recommended Practices and Requirements for Harmonic Control in Electric Power Systems. Where the Member's use of service produces unacceptable levels of harmonic distortion, the Member shall furnish at their own expense suitable equipment that reduces the level of harmonic distortion within the limits set forth in United Power Service Installation Guide, as requested and within the time frame established by United Power. United Power will cooperate with its Members when consulted concerning the intended use of any electric device.

**8. United Power Service Calls**

United Power may require the Member to pay for service interruption calls made by employees of United Power to correct faulty electric facilities located beyond the point of attachment to United Power facilities.

**XI. METERING**

**A. General Rules**

**1. Ownership and Maintenance**

All meters used by United Power for billing purposes shall be furnished, installed, and maintained at the expense of United Power.

**2. Meter Location and Accessibility**

Meter locations shall be such that the meters are easily accessible for reading, testing, and servicing. Meters shall be located on the exterior wall of the premises being served. In any event, meters shall be located in accordance with accepted safe practice and United Power's Power Requirements for Electric Service. Meters shall not be installed where they will interfere with traffic in halls or passageways, or sidewalks or driveways, or where they will obstruct the opening of doors or windows, or in any location considered hazardous, or where reading, testing, or servicing of the meter may become impracticable, or where damage may be caused to any part of the Member's premises. Meters shall not be located where visits of a meter reader or serviceperson will cause unreasonable annoyance or inconvenience to the Member.

**3. Meter Reading Schedule**

United Power will read meters at regular intervals as nearly as possible. United Power shall not be required to read meters at other than regular meter reading periods, except in case of connection or disconnection of service. In the event weather or other conditions beyond the reasonable control of United Power make it impractical to read the Member's meter, the Member's bill will be estimated on the basis of the Member's use in a similar period.

**4. Meter Measurement Indication**

Where applicable, each service meter shall clearly indicate the kilowatt-hours and units of demand for which a service charge is made to the Member. In those cases where the register and/or chart reading must be multiplied by a constant or factor to obtain the units consumed, the factor, factors, or constant shall be clearly marked at the point of metering.

**5. Error Adjustment Calculations**

The method of calculating adjustments for metering errors is defined in the Billing Adjustment section of these Rules and Regulations.

**6. Master Metering of Multi-Family Services**

Service to motels, hotels, campgrounds, and other facilities providing lodging or space for itinerants may be master-metered. Apartments, mobile home parks, and other multi-family rental units may also be master metered by United Power upon request of the owner of the facility. Otherwise, each individual residence or living unit shall be separately metered and billed under the appropriate rate schedule.

**7. Sub-Metering for Resale**

Sub-metering, which is the resale of electricity by a master-metered Member is prohibited. However, nothing in this Rule shall be construed to prohibit a master-metered Member from check-metering tenants, lessees, and other persons to whom the electricity is ultimately distributed on property owned or controlled by the master-metered Member, provided the purpose of said check-metering is to reimburse the master-metered Member for kilowatt-hours used by each tenant and lessee and, provided further, that the master-metered Member shall not receive more than is necessary to pay the master-metered bill.

**8. Transformer Losses for Primary Service**

If service is supplied at primary voltage, United Power, at its option, may install its meters on the secondary side of the transformers, in which case transformer losses and other losses between the point of attachment to United Power facilities and the meter will be computed and added to the readings of such meters. If service is supplied at secondary voltage, United Power, at its option, may meter the energy at primary voltage, in which case transformer losses and other losses between the meter and the point of attachment to United Power's system will be computed and subtracted from the readings of such meters.

**B. Metering Definitions**

**1. Meter Creep**

A meter creeps when, with all load wires disconnected, the moving element makes one complete revolution in ten minutes or less.

**2. Light and Heavy Load Determination**

Light loads shall be construed to mean approximately 5% to 10% of the nameplate-rated capacity of the meter. Heavy loads shall be construed to mean not less than 60% or more than 100% of the nameplate-rated capacity of the meter.

**3. Average Error Calculation**

The average error of the meter shall be defined as the arithmetic average of the percent registration at light load and at heavy load, giving the heavy load registration a weight of four and the light load registration a weight of one.

**C. Metering Accuracy****1. Operational Requirements**

United Power will exercise reasonable care to determine and maintain the general accuracy of all electric meters in use. No meter that has an incorrect register constant, test constant, gear ratio, or dial train or that registers upon no load (creeps) shall be placed in service or allowed to remain in service without proper adjustment and correction.

**2. Requirements for Service Watt-Hour Meters**

No service watt-hour meter that has an error in registration of more than plus or minus 2% at either light load or heavy load shall be placed in service. Demand meters may have an allowable error of not more than 2% of full-scale deflection, except that the allowable error for thermo-type meters may be 3%. If upon installation, periodic, or any other tests, a meter is found to exceed these limits, it shall be adjusted.

**3. Requirements for Meters Used with Instrument Transformers**

Meters used with instrument transformers or shunts shall be adjusted so that the overall accuracy of the metering installation will meet the requirements of this Rule.

**D. Standard Meter Testing****1. Meter Testing Facilities and Equipment****(1) Compliance with Commission Testing Rules**

United Power, even though exempt from Commission regulation, will provide such testing apparatus and equipment as may be necessary to comply with the rules of the Public Utilities Commission of the State of Colorado and the provisions hereof. Such equipment and facilities shall be acceptable to the Commission and shall be available at all reasonable times for the inspection of its authorized representatives.

**(2) Testing Instruments**

United Power shall maintain such portable indicating electrical testing instruments or watt-hour meters of suitable range and type for testing service watt-hour meters, switchboard instruments, recording voltmeters, and other electrical instruments in use, as may be deemed necessary.

**2. Meter Test Board Calibration**

Each meter test board shall at all times be accompanied by a certificate or calibrating card signed by a standardizing laboratory, giving the date when it was last certified and adjusted. Records of certification and calibrations shall be kept on file in the office of United Power, for the life of the instruments.

**3. Portable Testing Instrument Calibration**

All portable indicating electrical testing instruments, such as voltmeters, ammeters and watt-meters, when in regular use for testing purposes, shall have their calibration regularly and frequently determined, using suitable reference standards. Instruments used should be checked at least quarterly, and if found appreciably in error at zero, or more than 1% of full-scale value at commonly used scale deflection, be adjusted and certified by a laboratory. In any case the instrument shall be checked at least annually.

**4. Equipment and Test Records**

Complete records shall be maintained on each meter owned or used by United Power. Such records shall show the date of purchase, manufacturer's serial number, record of the present location, and date and results of the last test performed by United Power. This record shall be maintained for the life of the meter.

**5. Testing on Installation**

All service watt-hour meters shall be tested and adjusted to register accurately to within the limits specified by the Accuracy Requirements for Service Watt-hour Meters section of the Commission's Rules and Regulations, and to otherwise conform to the requirements of that Rule, either before installation or within 60 days after installation.

**6. Periodic Meter Test Schedule**

All meters and advanced metering infrastructure installed to measure electric energy used by Members shall be tested periodically at intervals not exceeding those provided for in the test schedules defined in this rule.

(1) All self-contained electronic metering with a multiplier of one will be tested or replaced at least once in 12 years.

(2) All instrument transformer rated electronic metering with multipliers greater than one will be tested or replaced at least once every five years.

(3) All instrument transformer rated electronic metering with multipliers greater than one and are in the top 100 meters based on revenue over the past 12 months will be tested or replaced at least once every year.

(4) Alternating current watt-hour meters with surge-proof magnets and with block-interval (mechanical) demand registers have been discontinued and will be retired and no longer tested.

**E. Member Requested Testing**

**1. Requirements for Testing at Member Request**

Upon the request of a Member United Power shall make a test of the accuracy of any electric service meter, free of charge, provided that the meter has not been tested within the 12-month period prior to such request, and provided that the Member will accept the results of said test as a basis for the settlement of the difference claimed. A written report giving the results of such test shall be made to the Member requesting same, the original record being kept on file at the office of United Power for a period of at least two years. United Power shall not, without reasonable cause, be required to test the accuracy of any electric meter that has been tested within the most recent 12-month period and additional testing will be performed at the Member's expense unless the meter is found to be faulty.

**2. Testing Requested by Other Authorities**

Any service watt-hour meter of United Power may be tested by, or on behalf of, a proper authority upon written application by the Member, provided the testing is performed at the expense of the party making the request. Any money collected for testing shall be refunded to the Member if the meter is found fast. This Rule and the charges apply only when there is a dispute between the Member and United Power regarding the accuracy of the meter.

**3. Average Error Testing**

If any service watt-hour meter tested by either United Power or proper authority, upon the request of the Member, is found to be more than 2% fast at any load, additional tests shall be made to determine the average error of the meter.

**4. Records of Tests and Meters**

Whenever a meter is tested, either on request or upon complaint, the test record shall include the information necessary for identifying the meter, the reason for making the test, the reading of the meter if removed from service, the result of the test, together with all data taken at the time of the test in sufficiently complete form to permit the convenient checking of the methods employed



and the calculations made. Such records shall be retained as required in the United Power, Records Retention Schedule.

## **XII. ACCIDENTS**

### **A. Reporting**

United Power shall report to the proper authority, as soon as possible, each accident happening in connection with the operation of its property, facilities, or service, wherein any person is killed or seriously injured, or whereby any serious property damage has resulted. Such report shall describe in detail:

1. Date, time, place, location
2. Extent of injuries and other damage
3. Names of all parties involved
4. Type of accident

In addition to the above, United Power shall immediately, upon the setting of any formal investigation of the accident, notify the proper authorities of the date, time, and place of such investigation.

### **B. Liability for Contingencies Beyond United Power Control**

United Power shall not be liable for injury to persons, damage to property, monetary loss, or loss of business caused by accidents, acts of God, fires, floods, strikes, wars, authority or order of the government, or any other causes and contingencies beyond its control.

### **C. Liability for Interference with United Power Facilities**

United Power shall not be held liable for injury to persons or damage to property caused by its lines or equipment when contacted or interfered with by guy wires, ropes, aerial wires, attachments, trees, structures, or other objects not the property of United Power which cross over, through, or are in close proximity to United Power's lines and equipment. United Power should be given adequate notice before trees overhanging or in close proximity to United Power's lines or equipment are trimmed or removed, or when guys, radio aerials, wires, ropes, drain pipes, structures, or other objects are installed or removed near United Power's lines or equipment. However, United Power assumes no liability whatsoever because of such notice.

**D. Liability for Member Caused Damage or Injury**

The Member shall be responsible for any injury to persons or damage to property occasioned or caused by the acts, omissions, or negligence of the Member or any of his agents, employees, or licensees, in installing, maintaining, operating, or using any of a Member's lines, wires, equipment, machinery, or apparatus, and for injury and damage caused by defects in the same.

The following Rules and Regulations set forth the service connection, distribution, and transmission system line extension policies available in all territory served by United Power.

**XIII. SERVICE CONNECTION AND LINE EXTENSION DEFINITION OF TERMS**

**A. Distribution System**

The term "Distribution System" shall be interpreted to mean United Power's primary and secondary electric lines and equipment owned or leased by United Power and used for the purpose of general distribution of electrical energy to the point of attachment to the Member's system.

**B. Transmission System**

The term "Transmission System" shall be interpreted to mean United Power's electric lines and equipment used for transmitting electric energy from generating plants, purchase points, and other sources of supply to substations for transformation, United Power's system, or to the point of attachment to the Member's system.

**C. Overhead Service Connection**

The term "Overhead Service Connection" shall be interpreted to mean the overhead secondary voltage conductor and associated electric facilities between the last pole of United Power's distribution system and the point of attachment to the Member's system.

**D. Underground Service Connection**

The term "Underground Service Connection" shall be interpreted to mean the underground secondary voltage conductor and associated electric facilities between the last point of United Power's distribution system and the point of attachment to the Member's system.

**E. Line Extension**

The terms “Line Extension” or “Extension” shall be interpreted to mean construction necessary to supply electric service to the point of attachment to the Member’s system or necessary to supply an upgrade to the electric service to an existing Member.

**F. Permanent Service Extensions**

The term “Permanent Service Extension” or “Permanent Service” shall be interpreted to mean service connections, distribution, or transmission line extensions to those Members whose use of service, both as to the amount of usage and/or the permanency of service, can be reasonably ensured.

**G. Indeterminate Service Extensions**

The term “Indeterminate Service Extension” or “Indeterminate Service” shall be interpreted to mean service connections, distribution, or transmission line extensions to those Members whose use of service cannot be reasonably ensured as to its amount of usage and/or permanency of service.

Indeterminate Service shall include, but not be limited to, mobile homes not installed on permanent foundation, mines, quarries, sandpits, oil and gas operations, grain handling facilities, commercial enterprises of a speculative nature, development of property for sale, and any location where the applicant is not the owner of the property. Indeterminate service is also applicable where there is little or no immediate demand for service, where the service is for a singular purpose which could readily be converted to alternate energy sources, and for all other services to which neither permanent nor temporary service is applicable.

**H. Temporary Service Extensions**

The term “Temporary Service Extension” or “Temporary Service” shall be interpreted to mean service connections, distribution, or transmission line extensions to those Members where the use of electric service is of a temporary nature or of such uncertain or speculative character that the permanency of revenue is highly questionable.

Temporary service shall include, but not be limited to, services for use of a period of 18 months or less, circuses, bazaars, fairs, concessions and

similar enterprises, and construction sites. Temporary service extensions may be extended beyond 18 months at the discretion of United Power management.

**I. Plant Investment Fee (PIF)**

The term “Plant Investment Fee” or “PIF” shall be interpreted to mean a fee designed to recover current or future increases in United Power’s transmission or distribution system plant investment necessitated by Line Extensions and/or new loads.

**XIV. DESIGN APPLICATION**

Applicants for electric service requiring construction of electrical facilities shall be required to execute a Design Application and pay the associated design fee(s) before engineering/design services and construction cost estimates will be provided. Additionally, if load characteristics, subdivision plats, or a change to the applicant’s original design requires additional estimates and engineering/design services, the applicant may be required to pay a redesign fee for these additional services. If the applicant executes a line extension agreement, the preliminary investigation and engineering/design services shall be considered a cost of constructing the line extension, and any design fee(s) advanced by the applicant shall be treated as a construction deposit and will be applied to the total construction cost of the extension. However, if the applicant does not execute a line extension agreement within one year after a cost estimate is provided or elects to abandon the project, any design fees advanced shall not be subject to refund.

**XV. FEE SCHEDULE**

<b>Application Fees</b>	
Residential Line Extension	\$ 750.00 per extension
Residential Redesign	\$ 350.00 per occurrence
Commercial/Industrial Line Extension	\$ 1,500.00 per extension
Commercial/Industrial Redesign	\$ 750.00 per occurrence
Large Commercial/Industrial Line Extension	\$ 2,500.00 per extension
Large Commercial/Industrial Redesign	\$ 1,500.00 per occurrence
Large Commercial/Industrial Engineering Review	\$ 10,000.00 per extension

Sub-transmission delivery point Engineering Review	\$ 100,000.00 per extension
Subdivision Line Extension:	\$ 2,500.00 per extension + \$ 50.00 per lot
Subdivision Redesign	\$ 1,000.00 per occurrence
<b>Plant Investment Fees (PIF's)</b>	
Single Phase 200A and Less	\$ 500.00
Single Phase 200A and Greater	\$ 750.00
Three Phase 200A/Voltage and Less	\$ 1,500.00
Three Phase Greater than 200A/Voltage	\$ 2,250.00
CT Metering Fee	\$ 1,500.00
PT Distribution OH Metering Fee	\$ 9,900.00
PT Distribution UG Metering Fee	\$ 13,300.00
PT Sub-Transmission Metering Fee	To Be Determined by Project
<b>CT/PT Metering Fees</b>	
Three Phase 200A/Voltage and Less	\$ 22,100.00
Three Phase Greater than 200A/Voltage	\$ 23,600.00
Three Phase Primary Voltage	\$9,700.00
CT Metering Fee	\$ 1,800.00

## XVI. FACILITIES OWNERSHIP

When a line extension requires the construction of more than a service connection to supply the individual Member, although for his sole use, such facilities shall be owned and operated as part of United Power's general distribution system unless the facilities are owned, operated, and maintained by the Member.

## XVII. CONSTRUCTION DEPOSIT REQUIREMENTS

Except as otherwise provided by the applicable line extension policy, construction deposits shall be based upon the estimated cost of design/engineering, construction, and installation of the line extension and facilities necessary to adequately supply the service requested by the Member. The construction deposit shall include, but not be limited to, all costs necessary for the extension, such as primary and secondary distribution facilities, transformers, service connections, rights-of-way, tree trimming, special housing, special supports, lightning arresters, and other protective equipment, as well as applicable

overheads and fees. The cost of the meter shall not be included in the costs of the extension but shall be furnished, installed, and owned by United Power without additional charge.

## **XVIII. UNITED POWER DISCRETIONARY SYSTEM UPGRADES**

The line extension construction deposit shall include all costs necessary to provide the applicant with sufficient capacity to serve the end Member(s) with facilities constructed in accordance with United Power's construction specifications. United Power, at its discretion, may elect to upgrade a line extension by adding capacity, size, or strength beyond the requirements of the current Member(s), provided such upgrades shall be added at United Power's expense without obligation to the applicant.

## **XIX. LINE EXTENSION CONSTRUCTION SCHEDULE**

Extensions to United Power's electrical system shall be built within a reasonable period once all requirements of the applicable line extension agreement and United Power's Rules and Regulations have been met and all required fees have been received by United Power.

## **XX. FROST AND INCLEMENT WEATHER CONSTRUCTION**

If United Power determines that an applicant has requested construction of a line extension when the ground is frozen or at a time when inclement weather will result in construction costs greater than the cost originally estimated, the applicant shall be responsible for any additional charges.

## **XXI. COST ESTIMATE EXPIRATION**

United Power's estimated construction costs and deposit requirements for each extension will become void 30 days after United Power provides a written estimate to the applicant. If a written extension agreement is not fully executed before the 30-day period expires, United Power may elect to extend the time period by no later than 90 days for the original estimates. New estimates may be updated every 30 days reflecting the then current construction costs and terms and conditions of United Power's extension policy.

## **XXII. CONSTRUCTION SPECIFICATIONS**

### **A. Determination of Type, Character, and Capacity**

The type and character of construction and the capacity required for an extension shall be determined by United Power.

**B. Design and Construction Considerations**

Facilities shall be constructed to meet the needs of the Member while maintaining system reliability and performance. United Power shall use good utility practices and evaluate all circumstances surrounding the proposed construction including:

1. Public and employee safety in the installation, operation, and maintenance of the facility;
2. Compliance with the National Electrical Safety Code, other applicable engineering standards, and electric utility norms and standards;
3. Electric system reliability requirements;
4. The presence, age, condition, and configuration of existing facilities in the affected area;
5. The presence and size of existing and projected right-of-way in the affected area;
6. Existing topology, soil, spacing, and any environmental limitations in the specific area;
7. Existing and reasonably projected development in the affected area;
8. Installation, maintenance, useful life, and replacement cost factors;
9. Other relevant factors affecting the installation or maintenance facilities.

**C. Extension Location and Route**

Origin of the line extension, and the route to be followed in the construction of an extension, shall be determined by United Power after

due consideration of design and construction factors described in the Design and Construction Considerations section of this rule, with the objective of providing the best service possible. For good cause, the extension origin may not be located at the point on the existing distribution system most proximate to the applicant's premises, nor be the shortest distance between origin and the point of attachment to the Member's system.

**D. Joint Facility Construction**

In cases where line extensions are constructed on poles or in trenches used jointly with another utility, the construction deposit chargeable to the extension shall be determined as though the necessary facilities were to be entirely constructed by United Power.

### **XXIII. UNDERGROUND DISTRIBUTION AREA DESIGNATION**

After due consideration to aesthetics and the environment, and if economically feasible, United Power may designate a given area as an "Underground Distribution Area." United Power may also designate an area as an "Underground Distribution Area" upon the lawful order of a governmental authority. In such areas where United Power has installed or is required by lawful authority to install underground distribution systems, all subsequent line extensions, distribution systems, and service connections in those areas shall be placed underground.

### **XXIV. OVERHEAD SERVICE CONNECTIONS AND METER INSTALLTIONS**

**A. Permanent and Indeterminate Overhead Service Connections**

In those cases where permanent or indeterminate overhead service is to be supplied and no more than a meter is required to serve the Member, United Power will install the meter at no charge to the applicant. Applicants will, however, be responsible for all applicable PIF.

**B. Temporary Overhead Service Connections**

In those cases where temporary overhead service is to be supplied, the applicant will pay United Power, in advance, the estimated cost of the installation and removal of the service connection, less the salvage value of removed facilities and equipment.

**C. Overhead Service Connections in Underground System Areas**



Overhead service connections will not be available in those areas where United Power has installed or is required to install underground distribution systems.

## **XXV. UNDERGROUND SERVICE CONNECTIONS AND METER INSTALLATIONS**

- A. Permanent and Indeterminate Underground Service Connections**  
In those cases where permanent or indeterminate underground service is to be supplied and no more than a meter is required to serve the Member, United Power will install the meter at no charge to the applicant. Applicants will, however, be responsible for all applicable PIF.
- B. Temporary Underground Service Connections**  
In those cases where temporary underground service is to be supplied, the applicant will pay United Power, in advance, the estimated cost of the installation and removal of the service connection, less the salvage value of removed facilities and equipment.
- C. Underground Service Connection Locations**  
In those areas where United Power has installed or is required to install underground distribution systems, all service connections shall also be placed underground. At United Power's discretion, underground service connections may also be provided from overhead distribution systems upon the request of the developer or Member.

## **XXVI. PERMANENT AND INDETERMINATE SERVICE LINE EXTENSIONS**

United Power shall construct, own, operate, and maintain all extensions of its distribution system subject to the following terms and conditions.

- A. Refund and Collection of Differences Between Actual and Estimated Costs**  
Applicant(s) will advance to United Power, prior to construction of the extension, a construction deposit equal to the estimated total cost of the extension. Upon completion of construction of the extension, the construction deposit shall be compared to the actual cost of design and construction as entered into the books of United Power. If the actual cost is less than originally estimated, United Power shall refund the portion of the construction deposit greater than the actual costs, without interest, to

the applicant. If, however, the actual cost of construction is more than originally estimated, United Power may require the applicant to pay any amounts greater than originally estimated.

**B. Allocation of Costs Between Multiple Applicants**

Where two or more applicants are involved in the construction of a new line extension, United Power shall allocate costs and required construction deposits (if any) among the applicants proportionate to the applicants' location within the new line extension.

**C. Connection of Permanent or Indeterminate Members to Existing Extension**

United Power may connect additional Members requiring permanent or indeterminate service to an existing extension. When the connection of additional Members to an existing extension is proposed, the total investment of the existing extension's shared facilities shall be determined to the new point of attachment and shared equally between all existing and additional Members to be attached to this section of line. Additional Members shall be liable for their portion of the shared facilities costs, the cost of any additional construction required, and all applicable fees. Original or previous Members of the line extension shall be refunded a proportionate share of their original deposit if the additional Member is connected to the line extension within a five-year period. Taps attaching more than five years after construction of the original extension will be considered a new extension and no refund will be made to the original or previous Members of the extension. After the fifth tap to an existing extension, the extension shall be considered a feeder line, any new taps will be considered a new line extension, and no refund will be made to the original or previous Members of the extension. Any Member of an extension declaring bankruptcy will forfeit all rights to refunds of construction deposits.

**D. Connection of Temporary Members to Existing Extension**

United Power may connect additional Members desiring temporary service to an existing service extension. The connection of additional temporary Members shall have no effect on the construction deposit(s), or refund(s) of deposits, to the then existing Members.

**E. Extensions Constructed Closer to Another Utility's Distribution**

**System**

In cases where another utility has a distribution line of sufficient capacity closer to the applicant's premises than United Power's own existing facilities, United Power shall determine the investment chargeable to the applicant as if service was to be provided from the distribution line of the other utility.

**XXVII. INDETERMINATE FACILITIES REPLACEMENT**

In the event United Power determines that facilities providing service to Indeterminate accounts need to be replaced; the Member may select one of the following options:

**A. Five-year Revenue Guarantee Agreement**

United Power will replace indeterminate facilities, at no cost to the Member, in exchange for a five-year Revenue Guarantee Agreement. Under this agreement, the Member agrees that the service will remain connected for a minimum of five years. If the service is disconnected for any reason before the five-year period has expired, the Member will be obligated to pay United Power an amount equal to:

1. Total replacement cost; divided by 60 months; multiplied by the number of months remaining in the Agreement.

**B. Refundable Replacement Cost Deposit**

The Member may elect to pay a refundable deposit equal to the total facilities replacement cost. The deposit will be refunded, without interest, over a five-year period at the rate of 20% annually. If the Member disconnects before the five-year period has expired, the remainder of the deposit is forfeited to United Power.

**C. Service Disconnect**

The Member may elect to permanently disconnect the service.

**XXVIII. TEMPORARY LINE EXTENSION****A. Temporary Extension Construction Deposit**

Applicants for temporary service will be required to pay United Power, in advance of construction, a deposit equal to the total estimated cost of constructing and removing all facilities, including service connections and meters, plus all applicable fees, less material salvage value. If the actual cost of construction and removal is less than originally estimated, United Power shall refund the portion of the construction deposit greater than the actual costs, without interest, to the applicant. If, however, the actual cost of construction and removal is more than originally estimated, United Power may require the applicant to pay any amounts greater than originally estimated. If the applicant notified United Power to remove and retire the service and facilities within the 18 months specified in section XIII. H., the salvage value of the returned transformer will be refunded to the applicant.

**B. Reclassification of Temporary Extensions to Permanent Or Indeterminate**

Electric service to an applicant for temporary service may be reclassified as either permanent or indeterminate if the character of the Member's business is changed to justify the continued operation and maintenance of this line extension. At the time of reclassification, the appropriate permanent or indeterminate policies shall become applicable. Temporary service normally will not be continued for a period longer than 18 months, except for heavy construction such as dams or tunnels, etc. Where the period of service is of unknown duration but longer than 18 months, United Power may continue, at its discretion, to render temporary service under its agreement with the applicant.

**C. Attachment of Additional Members to Temporary Extensions**

United Power shall not connect additional Members to a temporary service line extension except when justified by unusual circumstances. In such cases where additional temporary, permanent, or indeterminate Members are connected to a temporary line extension, United Power shall have no obligation to refund any amounts to the original applicant for temporary service.

## **XXIX. CONVERSION OF OVERHEAD TO UNDERGROUND**

Existing overhead facilities may be converted to underground, at United Power's discretion, upon Member request. If United Power determines that such conversion can

reasonably be made, the Member shall be required to pay a non-refundable aid-to-construction deposit equal to the estimated cost of the new facilities to be installed, plus the cost of removing existing facilities, less applicable material salvage value.

### **XXX. RELOCATION OF FACILITIES**

Existing facilities may be relocated, at United Power's discretion, upon Member request. If United Power determines that the relocation is for aesthetic reasons, the convenience of the Member, or as a requirement of the Member by a governmental agency, the Member shall be required to pay a non-refundable aid-to-construction deposit equal to the estimated cost of the new facilities to be installed, plus the cost of removing existing facilities, less applicable material salvage value. If the relocation of facilities located in public right-of-way is required of United Power by a government-initiated project (as contrasted with privately initiated projects), except as may be amended by franchise or contract, United Power shall bear the relocation expense.

### **XXXI. SERVICE UPGRADE**

#### **A. Residential Service Upgrade**

Increases in residential loads requiring an upgrade to the Member's main disconnect panel, which necessitates an upgrade to United Power's meter, transformer, or other facilities, leading up to the point of service (meter location), will be performed by United Power at no cost to the Member. The Member shall, however, be responsible for all PIF, and Member owned facility changes applicable to the upgrade.

#### **B. Commercial, Industrial, Oil Well, or Irrigation Service Upgrade**

Any change to a commercial or industrial Member's main disconnect panel which necessitates an upgrade to United Power's meter, transformer, or other facilities, will be performed by United Power at the Member's expense. The Member shall be responsible for the cost of installation of new facilities; removal of existing facilities, less salvage; as well as all PIF fees applicable to the upgrade.

### **XXXII. REGULATIONS GOVERNING CONSUMER COMPLAINTS AND RELATED MATTERS**

#### **SCOPE**

**A. Adoption of Existing Rules and Regulations**

The purpose if these Regulations is to set forth the procedures which shall govern changes in rates, rules, and regulations, the handling of complaints of Members and Patrons of United Power, and certain related matters including the opportunity for such Member to be heard on said matters.

These Regulations are promulgated in the best interests of United Power, its Members, and Patrons. They are further established in accordance with the provisions of Colorado Revised Statute 40-9.5-109 as amended, which statute provides as follows:

“The board of directors of each cooperative electric association shall adopt regulations which specify a procedure for Members and consumers to register complaints about and be given an opportunity to be heard by the board on the rates changed by such association, the manner in which the electric service is provided, and proposed changes in the rates or regulations. Such regulations may be amended whenever deemed appropriate by the board.”

These Regulations shall be liberally construed to secure the fair, timely and efficient determination of matters presented under the foregoing statute and these Regulations. For purposes of the Regulations, the word “consumers” as used in the above statute shall have the same definition as “Patron” as defined in 4. below.

**B. Forms**

Forms attached to these Regulations are not considered to be part of these Regulations, but they should be followed whenever possible.

**C. Deviation from Regulations**

So long as not contrary to law, deviation from these Regulations may be permitted for good cause shown or if compliance therewith is found to be impossible, impracticable, or unreasonable.

**D. Computation of Time and Definitions**

1. Computation of Time. In computing a period of days, the first day is excluded and the last day is included. If the last day of any period is a

Saturday, Sunday, or legal holiday, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday.

2. Definitions. As used in these Regulations, the following words shall have the meanings indicated unless the context otherwise requires:

(1) The words “the Association” or “this Association” shall mean United Power, Inc., Brighton, Colorado.

(2) The word “Board” shall mean the Board of Directors of United Power, Inc.

(3) The word “Patron” shall mean any person who uses or has used the Cooperative’s services.

(4) The word “Member” is a Patron (a) using, requesting, or agreeing to purchase from the Cooperative electric energy; (b) and agreeing to comply with and be bound by the Governing Documents and such tariffs, rules, regulations, and policies as may be adopted by the Board of Directors.

(5) The word “person” shall mean any human being at least 18 years of age or any legal entity capable of property ownership such as a corporation, partnership, trust, estate, or governmental bodies or entities.

(6) The words “increase in rates” or “general increase” or similar words, shall include any change in a tariff which has the effect of increasing any rate of United Power, to an existing Member or Patron.

(7) The words “local newspaper” shall mean the United Newline or other publication mailed regularly by United Power to each of its Members and Patrons or a newspaper of general circulation in the area of the state wherein are located the Members and Patrons of United Power affected by the matter of which notice is given.

(8) The words “presiding officer” shall mean the Chair of the Board or such person(s) as may be designated by the Board to conduct a hearing under the foregoing statute and these Regulations. A presiding officer need not be a Director, Member, or Patron of United Power.

(9) The words “pro se” shall mean any individual appearing on their own behalf in a proceeding under the foregoing statute and these Regulations.

(10) The word “rate” shall mean and include any rate, fare, toll, rental or charge.

(11) The word “tariff” shall mean and include any rates, charges, service classifications, or facilities.

**E. Change of Tariffs/Notice/Hearing**

When United Power proposes to change any tariff, it shall proceed substantially as follows:

1. A written or printed notice setting forth the proposed change and effective date thereof shall be sent by United States mail with postage prepaid, or personally delivered, at least 30 days before said effective date, to each of United Power’s Members and Patrons, unless United Power elects to proceed in accordance with the following paragraph. The notice shall be substantially in the form set forth as Form No. 1 hereof.

2. In lieu of using the foregoing method of notice, United Power may give notice of a proposed change by causing the same to be published at least 30 days before said effective date in one or more local newspapers, as defined in Regulation No 4. hereof. The notice should be substantially in the form set forth as Form No. 1 hereof.

3. If a Member or Patron files with United Power at least 10 days prior to the effective date, both a formal complaint to the proposed tariff changes in conformance with Form No. 3 attached hereto, and a request for hearing thereon, United Power shall schedule a hearing on all such complaints which are accompanied with such requests. In order for a hearing to be set, the complaint must contain specific, substantive



objections and reasons, therefore. A generalized complaint such as “rates are too high” will not be sufficient grounds for scheduling a hearing. The complaint shall be in writing. United Power may, but shall not be required to, schedule a hearing on any proposed tariff change. If United Power elects to schedule a hearing without a complaint, United Power shall give notice to all Members and Patrons in accordance with paragraph (b) and (c) of this Regulation No. 5. If a hearing is scheduled only because of filed complaints, accompanied by requests for hearing, the complainants shall be deemed parties and United Power shall give notice of hearing in accordance with Regulation No. 11.

4. A Member or Patron may also file an informal complaint to the proposed tariff changes in accordance with Regulation No. 6 but is not required to do so as a condition precedent to a formal complaint under paragraph (c) of this Regulation No. 45. An informal complaint shall be considered by United Power in regard to the proposed tariff changes but will not require that a hearing be scheduled.

5. If the hearing is scheduled by United Power without prior formal complaints, United Power shall have the burden of going forward and the ultimate burden of proof. If the hearing is scheduled because of formal complaints, the complainants shall bear the ultimate burden of proof provided however, United Power shall first present the proposed tariff changes, and the reasons therefore, before the complainants shall present their case in chief. United Power may answer the complainants and the complainants shall have the right of rebuttal.

6. A scheduling of a hearing on the proposed tariff changes shall not postpone the stated effective date of such changes unless United Power elects to suspend the effective date pending hearing and decision, which United Power shall have right to do. If the effective date is not suspended and the tariff changes are subsequently modified after hearing or otherwise, no adjustments or refunds shall be required on account of the tariff in effect from the original effective date until the date of change or modification.

#### **F. Informal Complaints**

An informal complaint is one that may be resolved without formal order. Members must use the informal complaint procedure before filing a

formal complaint unless a proposed change in tariff is involved. An informal complaint must be in writing and shall contain such facts and other information, including supporting data and documents, to adequately state the circumstances by which any act or thing done or omitted to be done by United Power, including any rule, regulation or charge heretofore established or fixed or proposed to be established or fixed, is in violation or claimed to be in violation, of any provision of law or of any order or rule of United Power. No anonymous informal complaint shall be considered. An informal complaint shall be referred to United Power's CEO or his/her designee, and the CEO or their designee shall attempt to resolve such complaint, within the law, orders, rules and regulations of United Power, as soon as reasonability practicable, and if the said informal complaint is not resolved within 30 days after filing, the same shall be deemed denied. Where an informal complaint is not resolved to the satisfaction of the complainant by the CEO or their designee, the complainant may request an opportunity to appear informally before the Board of Directors. In the event an informal complaint is not resolved to the satisfaction of the complainant, the complainant may file a formal complaint as set forth in Regulation No. 7. Nothing said or offered during settlement negotiations of an informal complaint may be used in any formal complaint proceeding against any party who made the statement or offer.

#### **G. Formal Complaint**

Prior to filing a formal complaint on a matter other than a tariff change, the complainant must comply with the informal complaint procedures set forth in Regulation No. 6 above.

A formal complaint shall be in writing, and generally shall conform to Form No. 2 hereof. Said complaint may be amended up to 10 days before the hearing, if any.

A formal complaint may be filed with United Power, by any Member or Patron of United Power concerning: (1) the rates charged by United Power; (2) the manner in which electric service is provided by United Power; (3) proposed changes in rates or regulations of United Power; or (4) the complainant's dissatisfaction with the resolution of an informal complaint. A formal complaint filed under this Rule shall not be entertained unless it is signed by the Member or Patron. If a formal complaint does not substantially comply with these Regulations, it may be rejected or dismissed for that reason alone.

**H. Process**

A response to a complaint may be filed by United Power's staff. It shall be filed within 10 days following the filing of the complaint to which it responds, however, the presiding officer, upon a showing of good cause or upon his own motion, may enlarge or shorten the time for filing a response.

Any complaint or paper filed relating to the complaint should be typewritten or legibly handwritten on 8 ½" x 11" paper and signed by an authorized person. Any paper filed shall state the name and address of the party, identify the proceeding, and set forth a clear and concise statement of the matters relied upon as a basis for such pleading, together with a resolution when relief is sought.

The presiding officer may permit any pleading to be amended or corrected or any omission therein to be supplied. Defects which do not affect substantive rights of a party shall be disregarded.

Unless otherwise ordered by the presiding officer, the number of copies of pleadings to be filed is an original and one copy of formal complaints, and an original and one copy of each paper filed.

A paper of a party represented by an attorney shall be signed by said attorney, and shall set forth the attorney registration number, address, and telephone number. The signature of an attorney is a certification by him/her that he/she has read the pleading, that to the best of his/her knowledge, information, and belief there is good grounds to support it, and that it is not interposed for purposes of delay.

When the subject matter of any desired relief is not specifically covered by these Regulations, a petition seeking such relief and stating the reasons therefor may be filed and will be handled in the same manner as other petitions.

The presiding officer may order any redundant, immaterial, impertinent, or scandalous matter stricken from any pleading, document, or other paper filed with United Power.

**I. Parties/Non-Parties**

A party to a proceeding is a Member or Patron who has been made a party by the institution of a proceeding, or a person who has been granted permission to appear as a party.

Any other person, other than the person filing a complaint or United Power's staff (or United Power's counsel), may not become a party unless approved by the presiding officer, who will have sole discretion to accept a person as an additional party.

**J. Representation of Parties/Withdrawal of Attorneys**

An individual who is a party to a proceeding and who wishes to appear pro se may represent his own individual interest in said proceeding. A party to a proceeding appearing pro se which is a business entity of any type may be represented by its owner or any officer, manager, or duly authorized employee.

A party to a proceeding, other than a party appearing pro se, may be represented (i) by an attorney at law, currently in good standing before the Supreme Court of the State of Colorado, or (ii) by an attorney at law, currently in good standing before the highest tribunal of another state.

An attorney of record may withdraw from a proceeding only upon motion and notice to all parties of record and to the party represented by such attorney. Such motion shall contain the last known address of the party represented by the attorney and a succinct statement of the grounds for requesting withdrawal. Withdrawal of an attorney for a party may be accomplished only with the permission of the presiding officer.

**K. Hearing/Notice of Hearings**

A formal complaint shall be set for hearing at the earliest practicable time. It may be dismissed by the complainant at any time, and it shall be dismissed where it has been set for hearing and the complainant fails to appear at the time, place and date set for hearing without just cause.

United Power shall give written notice of a hearing on a formal complaint by mailing a copy of the notice setting the matter for hearing at least 10 days before the first day of hearing, unless shortened by the presiding officer, to: (i) each party to the proceeding as of the date of mailing, (ii) any other person who, in the opinion of the presiding officer, would be

interested in or affected by the proceeding involved in the hearing, and (iii) any person who has asked to receive notice of the hearing. The Notice of Hearing shall state the time, place, and date of the hearing. In addition to the above-described notice, United Power shall give public notice of the hearing by posting a notice containing the time, place, and date of the hearing in a prominent public place in the offices of United Power.

**L. Consolidation/Pre-Hearing Conferences**

Two or more proceedings may be consolidated where it appears that the issues are substantially similar and that the rights of the parties will not be prejudiced by such consolidation.

At any time after the commencement of a proceeding, the presiding officer, with or without motion, and after consideration of the probability of beneficial results to be derived therefrom, may order that a pre-hearing conference be held to expedite the hearing or settle issues, or both.

**M. Conduct of Hearings/Limitations on Participation from Hearings/Continuances**

Hearings shall be conducted by the Board of Directors, or by one or more individual Directors or any other person(s) designated by the Board. Whenever the hearing is conducted by the Board, the Chair of the Board ordinarily shall preside. Hearings shall be held at United Power's principal place of business or at such place or places in the service territory of United Power as may be designated in the Notice of Hearing, or at such other place or places in the State of Colorado as may be considered appropriate. All hearings shall be open to the public. Any person who is disruptive, abusive, or disorderly at a hearing may be excluded from the hearing. Any hearing shall be recorded at the request of any party, including United Power; the cost of such recording shall be borne by the party who requested that the hearing be recorded.

At the commencement of a hearing, the presiding officer shall call the hearing to order, take appearances, and act upon any pending motions, petitions, or preliminary matters. The parties may then make opening statements or reserve them to a later time in the proceeding. A witness, before being permitted to testify, shall be required to swear, or affirm that the testimony he/she is about to give is true. No witness who refuses to so swear or affirm shall be permitted to testify.

Where two or more parties have substantially similar interests and positions, the presiding officer may at any time during the hearing, in order to expedite the hearing, limit the number of parties who shall be permitted to cross-examine witnesses or argue motions or objections.

If after notice, any party to a proceeding does not appear at a hearing either in person or by counsel, or if after making an appearance at any hearing absents himself therefrom, the matter may be heard in the absence of such party. For good cause shown, the presiding officer may grant continuances.

Where a hearing will be expedited and the interests of the parties will not be substantially prejudiced thereby, a person conducting a hearing may receive all or part of the evidence in written form.

The presiding officer shall have the sole discretion in the conduct of the hearing including, but not limited to, the length of the hearing, the order of presentation and questioning, the methods and means of the presentation, the admissibility of any evidence, and any other matter related to the proceeding.

**N. Admissibility of Evidence**

Neither the Board, nor one or more individual Directors nor any other person(s) designated by the Board to conduct a hearing shall be bound by the technical rules of evidence, and no informality in any proceeding or in the manner of taking testimony shall invalidate any order, decision, rule or regulation made, approved, or confirmed.

**O. Complaints/Burden of Going Forward/Burden of Proof**

The burden of going forward and the burden of proof shall be on the complainant. After the complainant has gone forward, any party who appears in support of the position of the complainant shall go forward. Then United Power or its representative, followed by any party who appears in support of the position of United Power, shall go forward. The complainant shall then have the right to present rebuttal evidence.

In proceedings other than complaint proceedings, the burden of going forward and the burden of proof shall be as determined by the presiding officer.

In consolidated proceedings, the presiding officer shall determine the order in which the parties shall present their evidence; in all other respects, the burden of going forward and the burden of proof shall be as above set forth.

**P. Stipulations**

Any two or more parties, including United Power, may stipulate as to any fact in issue, or otherwise reach agreement as to matters in issue, of substance or procedure, by written stipulation or agreement offered into evidence as an exhibit. The presiding officer shall enter a decision approving or not approving any such stipulation or agreement or recommending modification thereof as a condition to approval. An oral stipulation or agreement may be made upon the record, subject to the terms and conditions of this Regulation.

**Q. Documentary Evidence**

Except as otherwise provided herein, a party sponsoring an exhibit shall furnish a copy thereof to each party present and to the presiding officer at the hearing.

**R. Interim Orders**

The presiding officer, during the course of a proceeding and prior to entering a decision or order, may issue one or more written interim orders. Any party aggrieved by an interim order may file a written motion to set aside or modify or stay such order.

**S. Briefs or Statements of Position**

At the conclusion of the presentation of evidence at any hearing, the presiding officer, upon his own motion or upon request by a party, may order written briefs or statements of position to be filed. Where the hearing was conducted by one or more individual Directors or by some other person(s) designated by the Board, copies of the brief or statement of position shall be filed with said Director(s) or person(s) as well as with United Power. A copy of said brief or statement of position also shall be served on each party.

**T. Reopening of Hearing**

The presiding officer, upon his/her own motion or upon motion of a party for good cause shown, may order that the hearing be reopened for further proceedings.

**U. Decision/Reconsideration/Appeal/Further Complaint**

The Board or the Director(s) or the other person(s) designated by the Board who conducted the hearing shall proceed with reasonable dispatch to decide the matter presented. The decision shall include a statement of findings and conclusions upon all material issues of fact, law, or discretion presented by the evidence and the appropriate order, sanction, relief, or denial thereof. The decision will be issued as soon as practicable and, in any event, no later than 45 days after the hearing is closed.

The decision shall be served on each party by personal service or by mailing by first-class mail to the last address furnished to United Power by such party or its representative and shall be effective as to such party on the date mailed or such later date as is stated in the decision.

If a party considers itself to be aggrieved by any such decision, it may request the Board or the Director(s) or other person(s) designated by the Board who issued the decision, to reconsider the same by filing a written request therefore with United Power or the Director(s) or other person(s) who issued the decision. Such request must be filed within 20 days after the decision is issued, and it shall specify each ground upon which the request is based. The request shall be determined within 30 days after it is filed, and if not so determined reconsideration shall be deemed denied.

If reconsideration has been denied by other than the Board, and if a party still considers itself to be aggrieved by such decision, it may appeal such decision to the Board by filing a written notice thereof with United Power. Such request must be filed within 20 days after the decision denying reconsideration was issued, and it shall specify each ground upon which the appeal is based. The request shall be determined by the Board within 30 days after it is filed, and if not so determined the appeal shall be deemed denied.



Members shall follow these procedures and exhaust their remedies as set forth in these Regulations prior to taking other action.