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RULES AND REGULATIONS

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X _____

Mark A. Gabriel
President and Chief Executive Officer

UNITED POWER, INC.

RULES AND REGULATIONS

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I. GENERAL STATEMENTS OF APPLICABILITY

The following Rules and Regulations (~~Regulations~~Rules) set forth the terms and conditions under which electric service is provided and govern all classes of service in all territory served by United Power, Inc. (United Power). They are subject to termination, change or modification, in whole or in part, at any time, whenever deemed appropriate by United Power's governing body, the Board of Directors (Board).

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 the Board, the National Electric Code, and any municipal, county, or state electric wiring ordinances.

Copies of these ~~Regulations~~Rules are available for inspection at United Power's offices and available online.

Any waiver at any time of United Power's rights or privileges under these ~~Regulations~~Rules will not be deemed a waiver as to any breach or other matter subsequently occurring.

All electric service shall be subject to the ~~Regulations~~Rules herein contained, together with those ~~Regulations~~Rules 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.

All Members using, requesting, or agreeing to purchase electric energy from United Power are hereby agreeing to comply with and be bound by the Governing Documents and such tariffs, rules, and regulations as may be adopted by the Board.

The adoption of these ~~Regulations~~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 ~~Regulations~~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).

II. DEFINITIONS

"Assurance of Payment" means a cash deposit, advance payment, irrevocable letter of credit, surety bond, guaranty, or other commercially reasonable payment security or payment term accepted by United Power for commercial, industrial, construction, large-load, or special-contract service.

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

"Days" means calendar days, unless otherwise specified.

"Governing Documents" shall include United Power Bylaws, Articles of Incorporation, Tariffs, Rules and Regulations, which are publicly available to all Members.

"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~~federal, ~~State~~ 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.

"Notice" as used herein shall mean that the notice or other document containing any information about service, disconnection, payment, or general communications from United Power is ~~either~~ deposited with the United States Postal Service, ~~or~~ physically delivered to the address of the addressee, ~~or~~ delivered by e-mail, or provided in the billing system. Notice is sufficient when conveyed by United Power to the last known mailing address, e-mail address, or through the billing system (e.g., paperless billing system). Members must promptly update their addresses. ~~and~~ Notice does not necessarily include actual physical receipt by the addressee. This Notice definition does not supersede any election notification requirements in United Power's Bylaws or statute.

"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.

"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 these ~~Regulations~~Rules. ~~A~~ The P~~p~~residing O~~o~~fficer need not be a Director or Member of United Power.

"Pro se" shall mean any individual appearing on their own behalf in a proceeding under the foregoing statute and these ~~Regulations~~Rules.

"Subterfuge" shall mean a deceptive strategy, artifice, or stratagem used to conceal, evade, escape detection, or achieve a goal through misleading means. Subterfuge shall include, but

is not limited to, conduct intended to disguise or frustrate a legitimate payment obligation, including by 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 premises in the name of another party when an account at the given premises is delinquent, but a prior Member continues to reside at the given premises. Subterfuge may also include any conduct where a party who has received United Power service attempts to place assets out of reach by transfers to insiders or affiliates, or closely related third parties.

"Tariff" shall mean and include any document that contains a pricing structure (inclusive of rates, charges, and service classifications).

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.

The words "local newspaper" shall mean the *United Newsline* or other publication mailed regularly by United Power to each of its Members or a newspaper of general circulation in the area of the state wherein are located the Members of United Power affected by the matter of which notice is given.

III. DISCLOSURE OF RATE ~~&~~ AND CONSUMPTION INFORMATION

A. Rates

1. 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.

2. If a Member requests assistance with a rate selection or change, United Power shall explain available eligible options, material conditions, and the effective date, and shall retain the Member's selection. A comparison based on historical or estimated use shall identify United Power's assumptions and shall not be represented as a guarantee of future savings or rate charges.

B. 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.

C. Energy Consumption Information

United Power, upon request of an electric Member, shall make available 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).

D. 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.

E. Spanish Translation Statement

Any information required to be transmitted pursuant to this ~~Rule~~ 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." United Power employees may also assist a Member to translate United Power correspondences and notices.

IV. REQUIREMENTS FOR SERVICE

A. Application for Service

1. The use of electric service shall constitute an agreement under which the user receives or is contracting for 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.

2. An applicant shall provide their name, the service address, the requested

start date, the billing address, a phone number, and an e-mail address. The applicant shall indicate whether the service is for a residential address or commercial address.

3. By completing an application for service, the applicant attests that they have the authority to establish service at the service location and assumes the responsibilities for the account, including payment for services.

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 ~~Regulations~~Rules, the words "Member" and "Patron" will be synonymous~~.~~, and the ~~Regulations~~Rules apply with equal force to Members and to Patrons.

C. Authorized User

A Member may designate one or more authorized users associated with the Member's account. United Power employees or contractors may speak to an authorized user about the status of the account or may make a payment on the account, but the authorized user is not a Member pursuant to the Bylaws or these Rules.

~~C.~~D. 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 ~~Regulations~~Rules.

~~D.~~E. 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 required by United Power, the Member will execute United Power's standard Grant of Easement form granting to United Power, at no cost therefore, satisfactory easements

for suitable placement 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 access and space satisfactory to United Power for all necessary apparatuses of United Power to furnish electrical service to United Power Members. 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. In the event that a change to the easement is requested or required, the Member requesting or requiring the change shall be responsible for the full cost of any necessary alteration or relocation of utility lines or equipment within the easement.

~~E.~~F. Facilities

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

~~F.~~G. 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, including animals, shall prevent access or shall be allowed within a specified radius of high-voltage equipment, such as transformers or switching facilities. Members can ~~access~~ request the United Power Service Installation Guide on ~~our~~ the cooperative's website at ~~:~~ https://www.unitedpower.com/service or by searching for "Service Installation Guide."~~https://www.unitedpower.com/service-install.~~ 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.

Members and others acting on a Member's behalf shall not engage in threatening, intimidating, abusive, or obstructive conduct that unreasonably interferes with United Power employees or authorized agents in performing their duties. This applies to conduct in person, by telephone, electronically, or in writing. Such conduct may result

in reasonable limitations on interactions with United Power and, when it prevents safe access or the safe provision of electric service, may be grounds for refusal or disconnection of service under these Rules.

In the event Member-Owned Equipment, as defined in these Rules, prevents the work of United Power or hampers the system, United Power will notify the Member of the issue, provide information on the correction needed, and provide the Member with at least five days to correct the issue from the notification. United Power may extend this time for good cause. Further, United Power may forgo this notice requirement for unsafe conditions.

United Power may disconnect service, require the Member to remove any obstructions, or require the Member to pay United Power's ~~the~~ reasonable costs and expenses ~~of United Power for meter readings, connects, and disconnects,~~ in the event such access ~~roads are~~is not provided or United Power equipment cannot be accessed for any of the reasons described above ~~-~~including costs associated with repeat trips, failed access attempts, law enforcement assistance, meter reading, connection, or disconnection.

~~G.~~H. 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, and Member has remitted payment for all equipment, repairs, and costs required to address the diversion of electric energy.

~~H.~~I. Electric Energy from Other Sources ~~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 rules, or Interconnection~~Net Metering~~ Service rules provided in the Rates Tariffs document. Both documents are publicly available on United Power's website.

~~I.~~J. Standby Generators

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

~~J.~~K. 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~~ 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 ~~Regulations~~Rules.

~~K.~~L. 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 ~~Regulations~~Rules, to secure payment by or collections from said applicant, party contracting for service, or user of record. In the event such efforts are not successful, United Power may secure payment of the amounts due from a Member or another person otherwise determined by law as responsible for 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~~their designee.

~~L.~~M. 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~~Rules.

~~M.~~N. 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 or the debt is resolved through an approved arrangement.

~~N.~~O. 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 a new applicant~~the present or prospective Members~~, shall not constitute a sufficient cause for refusal of service to a new applicant~~present or prospective Member~~. However, United Power may decline to furnish service at the same premises for the use of a delinquent Member or party seeking service by subterfuge in any manner. United Power reserves the right to request additional information from the party seeking service if intent to defraud or subterfuge is suspected. ~~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.~~

~~O.~~P. 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, which are between 8 a.m. and 5 p.m. Monday through Friday. 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.

Q. Account Transfers

Absent situations of a joint membership as set forth in the Bylaws, account transfers are not permitted and require an application for the new applicant. However, a change in contact information, business trade name, or authorized contact, requires notification to United Power and does not require a new application if approved by United Power at its discretion.

R. Deceased or Unavailable Members

An application is required for a new applicant in the event of a deceased Member who is not a joint Member, or an Unavailable Member. An “Unavailable Member” is a Member who no longer can be reached at the mailing address, e-mail address or

telephone number of record for the Member and there is an indication that the Member cannot be reached by United Power.

V. 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, and as provided by contractual agreement between the Member and United Power. 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 a deposit required for services may be applied by United Power to any indebtedness of the Member to the utility, including a bill for utility services due or past due after service is terminated, damages caused by the Member, 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 for Certain Service

1. For residential service, 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 or otherwise agreed to by United Power and the Member contracting for service. United Power will pursue a lien on real property based on multiple factors including history of the account, property owner's communication, cost effectiveness of pursuing the lien, and past-due balance. Should United Power pursue the lien, it will seek all attorneys' costs to collect.

2. For non-residential, commercial, industrial, construction, large-load, or special-contract service, United Power may require an Assurance of Payment in a form reasonably suited to the nature and amount of the anticipated obligation. The Assurance of Payment can include a cash deposit, advance payment, irrevocable letter of credit, surety bond, or a written guaranty, as determined by United Power.

   United Power may review the assurance periodically or when there is a material change in load, payment history, financial condition, project scope,

or the validity or amount of the assurance. If an additional Assurance of Payment is required, United Power shall give written notice stating the reason, the replacement or replenishment amount required, and the period to resolve the payment deficiency. United Power may also require advance payment, more frequent billing, shortened payment terms, or guaranteed funds when authorized by an applicable tariff, agreement, or approved account terms. Failure to maintain required assurance or payment terms may result in refusal to initiate service, refusal to increase load, suspension of project work, or discontinuance after the notice required by this rule and applicable law.

The acceptance of an Assurance of Payment does not postpone payment of bills.

C. Deposit Calculation

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

2. A commercial, industrial, large-load, or special-contract service, Assurance of Payment shall be based on reasonably projected electric-service exposure during the application billing, notice, and payment period considering expected load, demand, billing and collection timing, and material service-specific obligations.

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 consecutive 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 or enroll and participate in United Power's automatic payment program for the ~~following~~ 12 consecutive months following the initiation of service.

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 consecutive months may~~shall~~ be required to make a new, or additional, deposit. If the Member has been disconnected more than once in the most recent 12 consecutive months, and the Member is eligible to enroll in the United Power Prepaid Program based on the service and metering type, then the Member shall be required to enroll in United Power's Prepaid Program before service will be reconnected. 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 or other security for payment 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~~,~~; and 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 D~~d~~isconnection N~~disconnection n~~otice 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 may be paid by United Power on a Member deposit upon the return of the deposit, or if agreed to contractually with United Power. 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, notice of that change will be available in publicly available Board Minutes~~ meeting minutes ~~so that Members have information of the newly revised rate to be paid on Member deposits if applicable.~~

VI. PAYMENT REQUIREMENTS AND OPTIONS

A. General Rules

1. Acceptable Forms of Payment

All Members will be permitted to make payment on their account using legally acceptable forms of payment. 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 or other assurance of payment, to avoid disconnection~~,~~ or to be reconnected and avoid future disconnection.

United Power may charge a Member a processing fee for returned payments.

A returned payment caused by United Power or its authorized payment processor shall not be considered a returned payment for purposes of this rule.

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. Bills for electric service shall be considered received by the member when e-mailed or provided through an electronic billing system. 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 a 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~~ fifty ~~Dollars~~ 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~~ fifty ~~Dollars~~ 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~~ twenty ~~Dollars~~ 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~~ twenty ~~Dollars~~ 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.

4. United Power Prepaid Program

United Power offers a prepayment program (United Power Prepaid Program). The United Power Prepaid Program allows a Member to fund an account where charges

are deducted from that account for electric service as usage is recorded. United Power shall provide the Member notice of the available account balance periodically. If the available account balance is exhausted, electric service may be disconnected with no additional notice. The United Power Prepaid Program is available only when the Member's service and metering type are eligible for the program.

C. Installment Payment Requirements

1. Installment Plan Qualifications

Installment payments are available for residential Members and small commercial Members as defined in United Power's Tariffs.

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

a) On or before the expiration date of the disconnect notice, the Member 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.

~~b)~~ On or before the last day covered by a medical certification, or extension thereof, the Member pays at least 10% of any amount more than 30

~~c)~~b) days past due, agrees to pay all future bills by their due date, and enters into a reasonable installment payment plan.

~~d)~~c) If service has been discontinued for non-payment, the Member 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 or more than one disconnection in the prior 12 consecutive months requires that the Member pay all amounts due on the account before service will be reconnected, and United Power may require Member to enroll in United Power's Prepaid Program before reconnection.

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:

a) The unpaid remainder of the amount shown on the disconnect notice.

b) Any amounts not included in the amount shown on the disconnect notice which have since become more than 30 days past due.

c) Any amounts due for a bill which is past due but is less than 30 days past the due date.

d) 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 this applicable section of the Rules together ~~e 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 Requirements 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.

Variances from the standard payment requirements shall be based on documented circumstances and should be applied consistently to comparable accounts.

United Power can accept payments from a verified assistance agency. Any verified assistance agency commitment accepted by United Power shall be recorded with its amount, expected payment date, any balance the Member shall pay, and the terms of any related collection hold. Such acceptance from a verified assistance agency is

not limited to installment-related plans for payment.

8. Disconnection for Broken Arrangement

Service may be discontinued to a Member whose monthly installment payment remains in default after the tenth (10th) 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.

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:

a) That service may be discontinued if the monthly installment payment is not received by the utility within 10 days after the notice is sent.

b) That service may be discontinued if payment for each new bill is not received by the utility within 30 days after its due date.

c) That if service is discontinued more than twice in the prior 12 consecutive months, 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;~~,~~ or if the Member is eligible to enroll in the United Power's Prepaid Program based on the service and metering type, the Member shall be ~~required~~ enrolled~~ment~~ in United Power's Prepaid Program.

A Member is not eligible for a monthly installment plan if the Member has failed to comply with a payment arrangement in the last 30 days for a residential Member or the last 10 days for a small commercial Member.

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 ~~Regulations~~Rules.

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 from a licensed Colorado physician 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. A Medical Certificate does not relieve the Member of the responsibility to pay the costs associated with provision of electric service.

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 Review~~Hearing~~

The CEO of United Power, or ~~his/her~~their designee, at their discretion and upon such terms as they may prescribe, may order continuance of service pending an investigation and/or a review~~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~~their designee, deems reasonable under the circumstances.

A continuance of service is not required if continued operation is not safe.

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 to 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.

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, and may require enrollment in United Power's Prepaid Program.

4. Service Restoration through Medical Certificate

~~Service~~ Residential 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 ~~Regulations~~Rules.

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

Commercial s~~S~~ervice which has been terminated due to failure to pay or to make arrangements for payment of bills for service rendered will be restored if ~~-~~a commercial Member:

a) agrees to pay all future bills when due;~~,~~

b) pays all applicable deposits and/or reconnection charges;~~,~~

c) pays 50% of the amount shown on the notice of termination;~~,~~ and

d) 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. A commercial Member may also be required to make an Assurance of Payment agreement.

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 ~~Regulations~~Rules.

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 for a residential Member or 90 days past due for a commercial Member have been paid, together with such deposits, Assurance of Payment, and/or reconnection charges as may be provided for in United Power's ~~Regulations~~Rules.

However, discontinued service must be restored if ~~the~~ a residential Member presents a medical certification as elsewhere provided in ~~this rule~~these Rules. 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 ~~Regulations~~Rules.

VII. 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 ~~Regulations~~Rules.

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:

- Net amount due;
- Beginning and ending meter readings dates for the period during which service was rendered;
- A distinct marking to identify an estimated bill;
- An appropriate rate or rate code identification;
- Last date payable after which the bill becomes past due;
- The kilowatt-hours and units of demand, where applicable;
- Any multipliers or constant factors used to calculate either kilowatt-hours or demand; and
- 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 Section VII. Billing, subsection C.5. 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 kilowatts, or kilowatt-hours, or both kilowatt and 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. If a billing error results in an overpayment to United Power, United Power will refund ~~to the Member~~ the amount of overpayment to the Member or credit the overpayment to the Member's next bill(s), ~~-~~for a ~~-~~period not to exceed two years. If a billing error~~s~~ results in an undercharge, ~~Likewise,~~ United Power shall have the right to collect the amount of the undercharge from the Member for a period not to exceed six months. Collection of any undercharge is ~~,~~ subject to the Payment Requirement and Options section of these Rules ~~and Regulations~~, under which Members may make installment payments on the~~said~~ undercharged amounts. 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.

VIII. 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 (a) non-payment or failure to comply with payment arrangements; (b) failure to provide United Power reasonable access its facilities or equipment, including meters and metering equipment, or locking, blocking, or otherwise restricting access thereto, when access is reasonably necessary for the provision, inspection, maintenance, repair, replacement, operation, or disconnection of electric service, or for the protection of the safety and integrity of the electric system; (c)~~,~~ equipment tampering; ~~power quality, safety,~~ (d) diversion of electric energy;~~,~~ (e) fraud or subterfuge; (f) a condition or activity that presents a safety concern or materially interferes with power quality or the safe or reliable operation of United Power's electric system; (g) emergency or exigent circumstances; (h) or as required or directed by law enforcement or other governmental authority acting within its lawful authority.

4. Weekends and Holidays

If service is 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, the Member will be required to pay all reasonable costs, including after-hours charges, before reconnection.

Disconnection restrictions are not applicable under United Power's Prepaid Program.

B. Disconnection Notification Rules

1. Written Notification

Written notice of proposed disconnection of service must be mailed by first-class mail or sent electronically to the last email address provided to United Power at least seven days in advance of the proposed disconnection date (the Disconnection Notice). ~~-~~The Disconnection Notice shall identify the basis for the proposed disconnection, including ~~, advising the Member what particular~~the applicable rule or requirement that has been violated; and if the disconnection is for nonpayment, ~~for which service will be discontinued, and/or~~ the amount past due and the date by which payment ~~the same~~ shall be paid to avoid disconnection.~~.~~ Additional r~~R~~equirements for the Disconnection Notice ~~information to be included in the written disconnect~~ are set forth ~~notification are detailed~~ in the Disconnection Notice Requirements section of these ~~Regulations~~Rules.

2. Immediate Disconnection

The seven-day notice requirement does not apply when (a) ~~This Rule shall not apply where~~ a by-pass, diversion, or unauthorized connection ~~-~~is discovered; (b) ~~on a Member's service meter, any~~a hazardous or unsafe condition exists; or (c) ~~on a Member's premises, or in the case of a~~the ~~-~~Member using electric ~~tilizing~~ service in ~~such~~ a manner that creates an immediate threat to persons, property, United Power facilities, or the safe and reliable operation of the electric system. In such circumstances. United Power may immediately disconnect service to the extent reasonably necessary to address the condition.~~as to make it dangerous for occupants of the premises, thus making an immediate discontinuance of service to the premises imperative.~~

3. Returned Payments

The seven-day notice requirement also does not apply when, after issuance of a Disconnection Notice, a Member makes a payment to avoid disconnection and a second payment is subsequently returned or dishonored. United Power may disconnect service after providing the Member three days to cure the returned

payment with cash or other guaranteed funds.

A payment returned as a result of an error by United Power or its authorized payment processor shall not constitute a returned payment for purposes of this rule.

~~2.~~4. Third-Party Notification ~~&~~ and Third-Party Notification Form

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.

A Third-Party Notification Form, indicating a ~~Third~~third-~~Party~~ 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~~third-~~Party~~ party to be notified in the event of possible discontinuance of service.

The Third-Party Notification ~~form~~ 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
~~(4)~~(5) Email address

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
~~(1)~~(5) Email address
~~(4)~~(6) Relationship to Member, Signature of Third Party
~~(5)~~(7) Date

~~3.~~5. 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.~~6. 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.~~7. Waiver of Written Notification

Requirements for written notification may be waived:

a) 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.

b) 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.

c) When service, having been discontinued in accordance with these ~~Regulations~~Rules, is discovered to have been restored by someone other than United Power.

C. Disconnection Restrictions

1. Extreme Weather

United Power will postpone the disconnection of delinquent **non-prepay residential** ~~customers~~ **Members** if forecasted temperature is expected to be below 32˚~~(~~F~~)~~ or to exceed 100˚~~(~~F~~)~~ between 10:00 a.m. and 4:00 p.m. Mountain Standard Time. United Power will rely on a forecast at 8:00 a.m. from AccuWeather.com for Brighton, Colorado and Coal Creek, Colorado (to identify weather nearest to Member to be disconnected). Disconnection may be postponed if disconnection will pose immediate danger to Member or person in household due to medical condition that depends on electric power to sustain life-saving medical equipment, as confirmed by a licensed Colorado physician in the applicable Medical Certificate.

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~~ 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~~United Power 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 ~~&~~ and Member Rights

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. How to Contact United Power

The Disconnection Notice shall advise the Member how to contact United Power~~,~~ 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~~their designee, in accordance with the ~~Regulations~~Rules governing consumer complaints and related matters. A copy of the complaint procedure may be obtained from United Power and is described in Section XV Regulations Concerning Member Complaints of these Rules.

4. Right to Review by CEO or Designee~~Hearing by United Power~~

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

5. Continuance of Service Pending Investigation and/or ~~Hearing~~Review

The Disconnection Notice shall inform the Member that the CEO of United Power, or ~~his/her~~their 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~~review. 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~~their 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 entering 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~~ Disconnection ~~notice~~ 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. ~~A~~ The Medical Certificate does not relieve the Member of the responsibility to pay the costs associated with provision of electric service.

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

The ~~disconnection~~ Disconnection ~~notice~~ 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~~ Disconnection ~~notice~~ 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~~ Disconnection ~~notice~~ 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 Disconnection N~~n~~otice void.

11. Deposits

The ~~disconnection~~ Disconnection ~~notice~~ Notice shall advise Members that once disconnected, new Members with less than 12 ~~nine~~ consecutive 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. 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 all Payment Requirements and Options as defined in these ~~Regulations~~Rules. The fees for disconnect and reconnection are as follows and must be paid before reconnection.

Fee Description	Cost
Disconnect Order on Delinquent Account [Regular Business Hours, M-F 8:00 a.m. – 5:00 p.m.]	$25
Disconnect Order on Delinquent Account [After Hours]	$100
Reconnect Fee for Non-Payment Shut-Off [Business Hours]	$75
Reconnect Fee for Non-Payment Shut-Off [After Hours]	$125
Disconnect Fee related to Tampering with United Power Meter or Electrical Equipment	$500
Reconnect Fee related to Tampering with United Power Meter or Electrical Equipment	All charges as invoiced to repair + cost of investigation

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 ~~Regulations~~Rules.

IX. DIVERSION

A. Definitions

1. Person

For purposes of ~~these Regulations~~this section with respect to Diversion, "Person" means any individual, firm, partnership, corporation, company, association, joint-stock association, or other legal entity.

2. Member

For purposes of ~~these Regulations~~this section with respect to Diversion, "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 Regulations~~this section with respect to Diversion, "electric service" means the provision of electricity or any other service related to that provision of electricity and furnished by United Power or its agents for compensation.

4. United Power Electric Supply System

For purposes of ~~these Regulations~~this section, "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 Regulations~~this section, "tampering" means the act of damaging, altering, adjusting, or in any manner interfering with or obstructing the action ~~or~~, operation, or functionality, including any communication function, 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 Regulations~~this section, "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 Regulations~~this section, "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 ~~Regulations~~Rules, 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 by United Power. 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. Restoration

after Diversion will only occur during United Power's stated business hours.

X. 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. Without limiting the generality of the forgoing sentence, United Power shall specifically not be held liable for damages to equipment, appliances, ~~devises~~devices, or property resulting from voltage fluctuations, interruptions in service, United Power equipment failure, or any other acts or events beyond the reasonable control of United Power.

B. Planned Temporary Interruptions ~~&~~ and Notice

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. Except in the case of emergencies, United Power will make reasonable efforts to provide advance notice to affected members prior to any United Power planned temporary interruption. United Power shall not be liable for any loss, damage, or inconvenience resulting from such planned interruptions.

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~~ rule shall be retained by United Power for the period required in the United Power Records Retention Schedule.~~.~~ Nothing in this rule shall require the disclosure of, or alter the confidential, privileged, protected, or otherwise non-public status of, any information contained in such records.

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 ~~Service~~ Rules ~~& Regulations~~, applicable Rate tariffs, and Power Factor Requirements listed in the United Power Service Installation Guide.

XI. 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. 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 kilovolt-amperes (kVA)~~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.

I. 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.

J. 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. If, however, United ~~power~~ Power identifies safety issues, which may include failure to have an inspection, United Power reserves its right to delay connection until the safety issues or identified hazard is addressed by the Member.

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.

K. 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 Service Installation Guide (located on United Power's website). 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, and will be responsible for any damages or costs related to that removal.

L. 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~~. A party 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 shall be held liable for all resulting damages or losses. 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.

M. Space for Facilities Required by Member

The Member, at the request of United Power, shall furnish and maintain suitable ~~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~~. Any indoor installation requested by a Member ~~requests for installation of indoor facilities on their premises~~ shall be subject to United Power's approval. ~~at the discretion of United Power.~~ The Member shall comply with all applicable ~~adhere to the~~ installation, clearance, spacing, and maintenance ~~spacing~~ requirements ~~for equipment and facilities to provide service to the Member as referenced~~contained in the United Power Service Installation Guide and shall~~.~~ maintain safe and unobstructed access to United Power owned facilities, service equipment, and connection points. Access areas shall be free from hazards and provide adequate working space for United Power personnel and equipment. United Power may refuse, delay, suspend, or discontinue service or work when safe and adequate access is not provided or maintained.

To the extent any request requires rooftop or secondary connections, such areas must remain free of obstructions and the work at the rooftop connection point must be

capable of being performed from a ladder, or alternatively, access to the property must be provided so the work can be safely performed from an aerial device.

United Power may charge reasonable expenses resulting from the Member's failure to provide required access.

N. 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.

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 Service Installation Guide (located on United Power's website).

3. Lines Beyond Point of Attachment to United Power Facilities

Except as otherwise provided in these ~~Regulations~~Rules, 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. 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.

9. Disconnection of Member-Owned Equipment

When the Member disconnects or plans to disconnect its Member-Owned Equipment from the point of attachment to the United Power Facility, the Member shall notify United Power as soon as possible but no later than seven days after its Member-Owned Equipment is disconnected to arrange for the line extension(s) to be deenergized.

An Indeterminate Service as defined in Section XIV. Service Connections and Line Extensions, subsection A.7., shall notify United Power when it intends to cease operations, including but not limited to, if it intends to abandon a mine, quarry, sandpit, oil and gas operation, or grain handling facility, so that relevant line extension(s) can be deenergized.

The Member shall be responsible for all costs associated with deenergizing the relevant line extension(s).

United Power may assess a penalty against a Member that fails to notify United Power when it ceases operations in accordance with this rule.

XII. 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, except as otherwise provided by the applicable Interconnection Service rules set forth in the Rates Tariff document. United Power shall determine the type, technology, and communication features of

all such meters. Members may not opt out of or otherwise decline the installation or use of a meter selected by 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~~United Power personnel will cause unreasonable annoyance or inconvenience to the Member.

3. Meter Reading Schedule

Where applicable, 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 Errors and Adjustment section of these ~~Regulations~~Rules.

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~~ 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.

~~A.~~B. ~~Metering~~ Definitions

~~9.~~1. Meter Creep

A meter creeps when it registers electric energy consumption when no load is present, ~~with all load wires disconnected, the moving element makes one complete revolution in ten minutes or less~~.

~~10.~~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.

~~11.~~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.

~~B.~~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.~~ is improperly configured, registers inaccurately, or meter creeps shall be placed in service or allowed to remain in service without proper adjustment or 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 under applicable testing conditions 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 the~~se~~ applicable limits, it shall be adjusted or repaired, as appropriate.

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.

~~C.~~D. Standard Meter Testing

1. Meter 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 Meter Accuracy Requirements for Service Watt-hour Meters section of these ~~Regulations~~Rules, 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.

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

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

years.

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

~~D.~~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~~ 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.

XIII. DAMAGES TO PERSONS OR PROPERTY

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, and 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 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~~drainpipes, 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.

XIV. SERVICE CONNECTIONS AND LINE EXTENSIONS

A. Definition~~ of Term~~s

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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, 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.

8. 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.

9. 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.

B. Design Application

Applicants for electric service requiring construction of electrical facilities shall be required to execute a Design Application or the functional equivalent that may be then in place and available on United Power's website and pay the associated design fee(s) before engineering/design services and construction cost estimates will be provided. Design fees are not refundable.

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~~Cost estimates are valid only for ninety days unless updated by United Power, at its discretion. Any applicant seeking a line extension must execute a separate agreement. ~~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.~~

C. Fee Schedule

The below fee schedule is not intended to capture all the fees that may be incurred in electric

service and the associated construction provided by United Power. As a not-for-profit Member-owned cooperative, all costs and fees are the responsibility of the applicant.

Application Fees	
Residential Line Extension	$-1,000.00 per extension
Residential Redesign	$–500.00 per occurrence
Commercial/Industrial Line Extension	$–2,500.00 per extension
Commercial/Industrial Redesign	$–1,000.00 per occurrence
Large Commercial/Industrial Line Extension	$-3,000.00 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:	$–5,000.00 per extension + $-100.00 per lot
Subdivision Redesign	$-2,000.00 per occurrence
Plant Investment Fees (PIF~~'s~~)	
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	$-5,000
CT/PT Metering Fees	
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	$-3,000.00

PT Sub-Transmission Metering Fee	$~~-~~50,000.00
PT Distribution OH Metering Fee	$~~-~~10,000.00
PT Distribution UG Metering Fee	$~~-~~15,000.00

~~C.~~D. Facilities Ownership

When a line extension requires the construction of facilities beyond ~~more than~~ a service connection to serve an ~~supply the~~ individual Member, even if constructed solely for that ~~although for his sole~~ use, such facilities shall be owned and operated as part of United Power's general distribution system unless agreed that the facilities will be ~~are~~ owned, operated, and maintained by the Member.

~~D.~~E. 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 ~~-~~or applicant. The construction deposit shall include~~, but not be limited to,~~ all costs associated with the ~~necessary for the~~ extension, including, as applicable, ~~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. If United Power determines that ~~the~~ actual or projected ~~-~~costs exceed, or are reasonably expected to exceed, the amounts previously estimated or deposited, United Power may require the Member or applicant to pay an additional construction deposit sufficient to cover the anticipated increase before United Power incurs such additional costs or continues work. United Power may require construction deposits to be replenished from time to time so that amounts on deposit are reasonably sufficient to cover anticipated project costs.

United Power shall not be required to advance, finance, or incur project costs on behalf of a Member or applicant in excess of amounts deposited or otherwise secured to United Power's satisfaction. Any additional deposit, ~~of construction is more than originally estimated, United Power will issue a~~ change order, supplemental invoice, or

other amount required by United Power shall be paid within the time specified in United Power's written notice.

~~and require the applicant to pay any amounts grater than originally estimated within 30 days following written notice from United Power.~~ ~~I~~If payment is not timely received, United Power ~~shall~~ may suspend or cease design, engineering, procurement, construction, installation or other ~~cease all~~ work on the project, or any other work associated with that project or work order, until any all required amounts are paid or otherwise secured to United Power's satisfaction~~outstanding invoices for the project are paid~~. United Power may also, in its discretion, postpone or suspend work on other projects or work orders for the same Member or applicant while amounts due to United Power remain unpaid.

The Member shall be responsible for all reasonable costs resulting from or attributable to suspension, delay, or resumption of work caused by the failure to timely pay amounts due, including ~~Applicants will be responsible for any and all~~ demobilization and remobilization costs, material escalation, storage charges, contractor charges, and other incremental project costs. ~~-~~United Power may require payment of all outstanding amounts before resuming work. ~~fees incurred due to work stoppages for unpaid invoices.~~

~~E.~~F. 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.

~~F.~~G. 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 ~~Regulations~~ Rules have been met and all required fees have been received by United Power.

~~G.~~H. 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.

~~H.~~I. Cost Estimate Expiration

United Power's estimated construction costs and deposit requirements for each extension will become void ~~30~~ 90 days after United Power provides a written estimate to the applicant. If a written extension agreement is not fully executed before the ~~30~~90-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.

~~I.~~J. Construction Specifications

1. 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.

2. 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:

a) Public and employee safety in the installation, operation, and maintenance of the facility;

b) Compliance with the National Electrical Safety Code, other applicable engineering standards, and electric utility norms and standards;

c) Electric system reliability requirements;

d) The presence, age, condition, and configuration of existing facilities in the affected area;

e) The presence and size of existing and projected right-of-way in the affected area;

f) Existing topology, soil, spacing, and any environmental limitations in the specific area;

g) Existing and reasonably projected development in the affected area;

h) Installation, maintenance, useful life, and replacement cost factors;

i) Other relevant factors affecting the installation or maintenance facilities.

3. 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.

4. 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.

~~J.~~K. 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.

~~K.~~L. Overhead Service Connections and Meter Installations

1. 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.

2. 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.

3. 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.

~~L.~~M. Underground Service Connections and Meter Installations

1. 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.

2. 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.

3. 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 as a cost to the developer or Member.~~-~~

~~M.~~N. 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.

1. ~~Refund and Collection of Differences Between Actual and Estimated Costs~~ Final Project Accounting

~~1.~~ Following completion and final accounting of the project, United Power will reconcile the actual project costs against all payments and construction deposits received. Any estimate, advance payment, or deposit is preliminary and does not limit the Member's or applicant's responsibility for the actual costs of the project. If the amounts received exceed the actual project costs, United Power will refund the excess, without interest, less any amounts otherwise due in connection with the project or work order. If the actual project costs exceed the amounts received, United Power will bill the Member or applicant for the deficiency, which shall be due in thirty days. No refund will be due until the project accounting is final and all amounts owed to United Power have been determined.

~~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. During construction of the extension, the construction deposit shall be compared to actual cost of design and construction as entered into the books of United Power. If the actual cost of construction is more than originally estimated, United Power will issue a change order invoice and require the applicant to pay any amounts greater than originally estimated within 30 days following written notice from United Power. If payment is not timely received, United Power shall cease all work on the project until any outstanding invoices for the project are paid. Applicants will be responsible for any and all demobilization and remobilization fees incurred due to work stoppages for unpaid invoices. Once the project is complete, 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, unless there are outstanding claims for damages caused by Applicant or outstanding overage invoices that have not been paid. United Power may hold the excess construction deposit until such time as all damage and overage invoice claims are satisfied and United Power may apply remaining construction deposit refunds to those outstanding damages and overages~~

~~claims that have remained unpaid for more than 60 days.~~ ~~actual cost of design and construction as entered into the books of United Power. If the actual cost of construction is more than originally estimated, United Power will issue a change order invoice and require the applicant to pay any amounts greater than originally estimated within 30 days following written notice from United Power. If payment is not timely received, United Power shall cease all work on the project until any outstanding invoices for the project are paid. Applicants will be responsible for any and all demobilization and remobilization fees incurred due to work stoppages for unpaid invoices.~~

2. 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.

3. 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 may~~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.

4. 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.

5. 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.

~~N.~~O. 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:

1. Refundable Replacement Cost Deposit

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

2. Service Disconnect

The Member may elect to permanently disconnect the service.

~~O.~~P. Temporary Line Extension

1. 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.

2. Reclassification of Temporary Extensions to Permanent ~~Or~~ 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.

3. 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.

~~P.~~Q. 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.

~~Q.~~R. 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.

~~R.~~S. Service Upgrade

1. 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.

2. 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.

T. Work Performed by Member or Applicant or Member or Applicant Contractor

United Power and its third-party contractors shall perform all work required by a Construction Design unless the Vice President of Infrastructure and Land, or their designee, provides prior written authorization for the Member or its contractor to perform specified work.

The Member shall ensure all authorized work complies with the Construction Design, United Power requirements, and applicable laws, codes, permits, and safety requirements, and shall be responsible for the acts and omissions of the Member and its contractors. United Power's authorization shall not constitute approval,

acceptance, or warranty of the work or relieve the Member of responsibility for defects, damages, or liabilities arising from the work.

Before commencing work, the Member shall provide United Power an acceptable written acknowledgment of liability and evidence of required insurance. To the fullest extent permitted by law, the Member shall indemnify, defend, and hold harmless United Power and its directors, officers, employees, agents, and contractors from claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from the work, except to the extent caused by United Power's negligence or willful misconduct.

These obligations and liabilities shall survive completion of the work and any transfer of the affected property or facilities. Before any transfer, the Member shall provide United Power an acceptable written agreement under which the successor assumes all continuing obligations and liabilities. No transfer or assumption shall release the original Member without United Power's express written consent, and the original Member and any assuming successor shall remain jointly and severally liable.

XV. ~~REGULATIONS~~ RULES GOVERNING CONSUMER COMPLAINTS

A. Scope

These ~~Regulations~~ rules set forth the procedures which shall govern changes in rates, rules, and regulations, and the handling of informal and formal complaints of Members of United Power. These ~~Regulations~~ rules are promulgated in the best interests of United Power and its Members and are 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 charged 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~~ rules shall be liberally construed to secure the fair, timely, and efficient determination of matters presented under the foregoing statute and these

~~Regulations~~rules. For purposes of the ~~Regulations~~rules, the word "consumers" as used in the above statute shall have the same definition as "Member" as defined within these ~~Regulations~~Rules.

B. 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.

C. Deviation from ~~Regulations~~Rules

So long as not contrary to law, deviation from these ~~Regulations~~ rules may be permitted for good cause shown or if compliance therewith is found to be impossible, impracticable, or unreasonable. A Member's preference for a different meter type or technology shall not constitute grounds for a deviation under this Section.

D. Computation of time

If a deadline set forth in this Section XV falls on a Saturday, legal holiday, or a day when United Power is closed, then the deadline shall be the next business day.

~~D.~~E. Change of Tariffs ~~&~~ and Notice

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 or e-mail, at least 30 days before said effective date, to each of United Power's Members, unless United Power elects to proceed in accordance with the following paragraph.

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 including *The Denver Post*. Additionally, for all rate increases, United Power will send all Members printed notification via *United Newsline.* Notice will also be posted on United Power's website.

~~E.~~F. Formal Complaints

1. A formal complaint may be filed with United Power by any Member of United Power concerning: (1) the rates charged by United Power; (2) the manner in which electric service is provided by United Power; or (3) proposed changes in rates or ~~regulations~~ rules of United Power~~; or (4) the complainant's dissatisfaction with the resolution of an informal complaint~~.

2. Confidentiality: Absent approval by the Presiding Officer, the following documents are not confidential:

   a) A formal complaint;

   b) Any evidence submitted in support of a formal complaint; and

   ~~a)~~c) Any order issued by the Presiding Officer or on behalf of the Board.

3. ~~If a~~A Member shall file~~s~~ a formal complaint with United Power at least 10 days prior to the effective date of a rate increase, proposed tariff change, or proposed rule. A ~~the~~ formal complaint must be in writing and ~~to the proposed tariff changes must~~ contain:

   a) The name, address, email address, telephone number, and account number of the Member. If represented by counsel, it should also include the name, firm name, address, email address, telephone number, and bar registration number of counsel;

   b) A ~~-~~specific, substantive objection~~s~~ and reasons~~, therefore~~. A generalized complaint such as "rates are too high" will not be sufficient grounds for scheduling a hearing;~~.~~

   c) Facts and other information, including supporting data and documents, to adequately support the circumstances by which any act or thing done or omitted to be done by United Power is in violation or claimed to be in violation, of any provision of law or of any order or rule of United Power;

   d) The relief and remedy sought; and

   ~~a)~~e) A statement of whether a formal hearing is requested. No formal hearing will be scheduled if not requested by a party.

~~1.~~4. The formal complaint ~~must be in writing and~~ must be submitted to the ~~Chief Executive Officer~~CEO or Chief Legal Officer of United Power. Once

submitted, ~~the~~ United Power ~~Staff~~ staff will inform the United Power Board ~~of Directors~~ of the submission of a formal complaint.

~~2.~~ 5. United Power may, but shall not be required to, schedule a hearing on any formal complaint ~~about a proposed tariff change~~. If the United Power Board ~~of Directors~~ elects to schedule a hearing, United Power shall give notice to all Members by posting notice of the public hearing on United Power's website and posting written notice of the hearing in prominent public places in the Brighton, Coal Creek Canyon, and Carbon Valley Service Center offices of United Power.

~~6.~~

6. United Power shall give written notice of a hearing on a formal complaint by mailing to the last known address or emailing to the last email address provided to United Power a copy of the notice setting the matter for hearing at least 10 days before the first day of hearing, unless shortened by the P~~p~~residing O~~o~~fficer, to: (i) each party to the proceeding as of the date of mailing, and (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.

~~3.~~ 7. If a hearing is scheduled by United Power because of formal complaints, the complainants shall bear the ultimate burden of proof by the preponderance of the evidence. ~~provided however~~ Except as otherwise ordered by the Presiding Officer, 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.

~~4.~~ 8. A formal complaint 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.

~~5.~~ 9. 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.~~G. Informal Complaints

An informal complaint is one that may be resolved without a formal order or Board intervention. Members may submit an informal complaint to any staff member of United Power. An informal complaint shall be referred to United Power's CEO or ~~his/her~~their 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 reasonably practicable, and if the informal complaint is not resolved within 30 days after submission, the same shall be deemed denied.

A Member 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.

Where an informal complaint is not resolved to the satisfaction of the Member by the CEO, or their designee, the Member 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 Member, the Member may file a formal complaint as described above.

~~G.~~H. Formal Complaint Process

1. Ex Parte Communications

Once a formal complaint has been submitted, ex parte communications with the Presiding Officer and any Director regarding the subject of the complaint is prohibited.

~~1.~~2. Staff Response Time

A response to a formal complaint may be filed by United Power's staff. It shall be filed within 10 days following the filing of the formal complaint to which it responds, however, the P~~p~~residing O~~o~~fficer, upon a showing of good cause or upon his/his own motion, may enlarge or shorten the time for filing a response.

~~2.~~3. Presiding Officer Powers

Whenever a hearing is conducted by the Board, the Chair of the Board ordinarily shall conduct the proceeding as the P~~"p~~residing O~~o~~fficer.~~"~~ The P~~p~~residing O~~o~~fficer 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. The P~~p~~residing O~~o~~fficer may order any redundant, immaterial, impertinent, or scandalous matter stricken from any pleading, document, or other paper filed with United Power.

~~3.~~4. Parties/Non-Parties

A party to a proceeding is a Member 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 P~~p~~residing O~~o~~fficer, who will have sole discretion to accept a person as an additional party.

~~4.~~5. Representation of Parties/Withdrawal of Attorneys

a) An individual who is a party to a proceeding and who wishes to appear pro se may represent ~~his~~ their own individual interest in the~~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 closely held business entity must be represented by licensed legal counsel in a case before the Board if the amount as issue exceeds $15,000, unless representation by non-attorney is expressly permitted by applicable law, including C.R.S. § 13-1-127.

b) 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.

c) 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.

6. Court Rules

a) To the extent practicable, the Colorado Rules of Civil Procedure apply. However, Colorado Rules of Civil Procedure 16 and 26-37 do not apply, although parties are encouraged to voluntarily work together to resolve the case, simplify issues, and exchange information relevant to the case prior to a hearing. Unless the context otherwise requires, whenever the word "court" appears in a rule of civil procedure, that word shall be construed to mean a Presiding Officer.

~~5.~~7. Consolidation of Complaints

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.

8. Prehearing Instructions

a) The email for the Presiding Officer to receive all documents is hearings@unitedpower.com unless otherwise specified.

b) A list of witness(es) that a party intends to call at the hearing in support of their respective positions shall be provided to the Presiding Officer and the other parties no later than 14 calendar days before the hearing unless otherwise ordered by the Presiding Officer.

c) All motions and petitions shall be filed with the Presiding Officer and the other parties no later than 14 calendar days before the hearing unless otherwise ordered by the Presiding Officer.

d) All exhibits that will be used by a party during the hearing must be submitted to the Presiding Officer and the other parties no later than five calendar days before the hearing. A party may exchange exhibits using a link to where documents are maintained, such as a shared drive.

e) Each exhibit shall be submitted electronically in PDF format when practical.

f) Any exhibit consisting of multiple pages should be submitted as a single, complete document rather than individual pages.

g) Each individual page of a document should be submitted with numbers for the complainant and letters for United Power on the bottom right corner of the page. If a case has been consolidated so that multiple parties will be heard in a single hearing, then exhibits shall also include

the last name of the Member. For example, if a case included Member Smith and Member Jones, then Member Smith would mark their exhibits as Exhibit 1 – Smith, Exhibit 2 – Smith and so on. Member Jones would mark their exhibits as Exhibit 1 – Jones, Exhibit 2- Jones and so on.

h) Parties may not rely on or submit during the hearing, and the United Power Board will not consider, exhibits that are not provided to the Presiding Officer consistent with this Order, absent good cause as determined by the Presiding Officer.

i) Rebuttal evidence does not need to be submitted in advance of the hearing.

~~6.~~9. Conduct of Hearings

a) 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~~.

b) 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. All hearings shall be open to the public.

c) Any person who is disruptive, abusive, or disorderly at a hearing may be excluded from the hearing.

d) 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.

e) At the commencement of a hearing, the P~~p~~residing O~~o~~fficer 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.

f) A witness, before being permitted to testify, shall be required to swear, or affirm, that the testimony ~~he/she is~~they are about to give is true. No witness who refuses to so swear or affirm shall be

permitted to testify. Absent an order from the Presiding Officer, all witnesses shall appear in person at the hearing.

g) Where two or more parties have substantially similar interests and positions, the P~~p~~residing O~~o~~fficer 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.

h) 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 P~~p~~residing O~~o~~fficer may grant continuances.

i) 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.

j) The P~~p~~residing O~~o~~fficer 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.

~~7.~~10. 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.

~~8.~~11. Complaints/Burden of Going Forward/Burden of Proof

a) 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.

b) In consolidated proceedings, the P~~p~~residing O~~o~~fficer 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.

~~9.~~12. 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 P~~p~~residing O~~o~~fficer 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.

~~10.~~13. Documentary Evidence

a) Except as otherwise provided herein, a party sponsoring an exhibit shall furnish a copy thereof to each party present and to the P~~p~~residing O~~o~~fficer at the hearing.

~~a)~~b) The Presiding Officer shall retain a copy of all documentary evidence until the conclusion of any appeals. The Presiding Officer, at their discretion, may either return or destroy the documentary evidence.

~~11.~~14. Briefs or Statements of Position

At the conclusion of the presentation of evidence at any hearing, the P~~p~~residing O~~o~~fficer, 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.

~~12.~~15. Decision/Reconsideration~~/Appeal~~/ Further Complaint

a) 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.

b) The decision will be issued as soon as practicable and, in any event, no later than 45 days after the hearing is closed.

c) The decision shall be served on each party 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.

d) A link to request a copy of any final decision issued by the Board ~~of Directors~~ as a Regulatory Body will be on United Power's website.

e) 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.

~~13.~~16. Exhaustion of Remedies

a) Members shall follow these procedures and exhaust their remedies as set forth in these ~~Regulations~~ Rules prior to taking before an agency or court~~other action~~.