

UNITED POWER, INC.
RULES AND REGULATIONS
Rules, Regulations or Extension Policy

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I. General Rules

A. General Statement

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

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

B. Application of Rules

1. All electric service shall be subject to the Rules and Regulations herein contained, together with those Rules and Regulations applicable to the individual class of service taken by the customer, with such supplements and revisions thereto as are from time to time in effect, and on file with the Public Utilities Commission of Colorado.
2. The adoption of these Rules shall in no way preclude United from altering or amending the same in whole or in part, if United finds compliance therewith to be impossible, impracticable or unnecessary. These Rules shall not in any way relieve United from any of its duties under the laws of the State of Colorado and the Bylaws of United Power.

C. Definition

1. The word "United" as used in these Rules shall be construed to mean United Power, Inc., Brighton, Colorado.
2. The word "Commission" as used in these Rules shall be construed to mean The Public Utilities Commission of the State of Colorado.

2. The word “Customer” as used in these Rules shall be construed to mean any person, group of persons, co-partnership, firm, corporation, institution, any agency of the Federal, State or local governments, their lessees, trustees, or receivers appointed by any court, contracting for electric service from United Power for consumptive domestic, commercial, or industrial use, or at wholesale.

D. Complaint Investigation and Records

United Power shall make a full and prompt investigation of all complaints made to it by its customers, including those made to the Commission, and it shall keep a record of all written complaints received, which shall show the name and address of the complainant, the date and character of the complaint, and the adjustment or disposal made thereof. This record shall be open at all times to the inspection of the city where the customer is located, or the Commission and shall be retained for a period of two years.

E. Service after Normal Business Hours

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

F. Notice Delivery Definition

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

II. DISCLOSURE OF INFORMATION

A. Service Availability and Changes

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

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

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

C. Advice Notices

Advice Notices, numbered serially, shall accompany each tariff sheet mailed to the Commission. This notice shall list all sheets included in the filing, by number, and show the sheet or sheets, if any, being cancelled. The purpose of the filing shall be explained in a brief statement as well as a statement concerning the extent to which customers will be affected by such filing. The Advice Notice shall be in substantially the form specified by the rules of the Commission.

D. Rates

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

E. Applicable Rate Selection

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

F. Bill Information

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

G. Disconnection of Service Notification

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

H. Multi-Unit Dwelling Disconnection of Service Notification

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

I. Third-Party Notification Form

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

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

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

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

J. Installment Payment Arrangement Documentation

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

K. Broken Installment Arrangement Notification Requirements

Information to be provided upon customer default of Installment Arrangements is detailed in the Payment Requirements and Options -

Installment Payment Requirements – Broken Arrangement Notification Requirement section of these Rules and Regulations.

L. Waiver of Written Notification

Situations allowing for the waiver of notification requirements, including safety concerns, disconnect request by other authorities, and non-authorized restoration of service after disconnection, are detailed in the Disconnection Requirements section of these Rules and Regulations.

M. Meter Reading Method Information

United Power shall, upon request, explain to its customers the method of reading meters.

N. Energy Consumption Information

United Power, upon request of an electric customer, shall transmit to each such customer a clear and concise statement of the actual consumption (or degree-day adjusted consumption) of electric energy by such customer for each billing period during the prior year (unless such consumption data is not reasonably ascertainable by United Power).

O. Meter Reading Documentation

In those cases where United Power reads the customer's meter, at the time of the reading or thereafter, upon the customer's request, United Power will provide a card or slip showing the date of the reading, and either the total usage expressed in kilowatt-hours or other unit of service recorded, or the position of the hands upon the dial of such meter at the time of the reading.

P. Information Transmittal Method

Information shall be transmitted by such method as to assure receipt by each and every customer of information required to be provided pursuant to this Rule, including "bill stuffer," periodical or direct mail, where the same is mailed to all customers.

Q. Spanish Translation Statement

Any information required to be transmitted pursuant to this Rule shall contain a statement written in Spanish, advising the customer that "If you

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

III. REQUIREMENTS FOR SERVICE

A. Application for Service

United Power may require any applicant to sign an application for service before service is supplied. In the event, however, that such application is not signed, the use of electric service shall constitute an agreement under which the user receives electric service and agrees to pay United Power therefore in accordance with applicable rates, rules and regulations. The benefits and obligations of the agreement for service may not be assigned without written consent of United Power. A separate agreement will be made for each class of service at each separate location.

B. Membership in United Power

Each applicant for service will become a customer of United Power under conditions prescribed by the Bylaws. Each applicant may disclaim membership by signing the "Disclaimer of Membership." Applicants for service shall not be required, in any event, to become a customer of United Power before service is supplied.

C. Customer Deposits

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

D. Right-of-Way Easements

A contract for electric service, or receipt of service by a customer, 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 customer. If requested by United Power, the customer will execute United Power's standard Right-Of-Way Agreement granting

to United Power, at no expense therefore, satisfactory easements for suitable location of United Power's wires, conduits, poles, transformers, metering equipment, and other appurtenances on or across lands owned or controlled by the customer, and will furnish space and shelter satisfactory to United Power for all necessary apparatus of United Power located on the customer's premises. In the event the customer 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 customer shall grant or reserve an easement for electric service over the part of the premises having access to United Power electric lines for the benefit of the isolated part.

E. Facilities

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

F. Access For United Power Employees

The customer shall provide access to their premises, and to United Power equipment, at all reasonable times for authorized employees of United Power for any proper purpose incidental to the supplying of electric service. To allow for safe operation and maintenance of equipment, no trees, plants, or other obstructions shall be allowed within a ten-foot (10) radius of high-voltage equipment, such as transformers or sectionalizing cabinets. 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 customer to provide suitable access roads for vehicles where meters, United Power equipment and/or points of connection to the customer's facilities are located 500 or more feet from a usable roadway. United Power may disconnect service, require customer to remove any obstructions, or require the customer to pay the reasonable expenses of United Power for meter readings, connects, and disconnects, in the event such access roads are not provided or United Power equipment cannot be accessed.

G. Access and Equipment Requirements Following Diversion

If a customer is disconnected following diversion of electric energy, United Power reserves the right to require the customer, 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 customer, or to any other person for the customer's use, at the same location until all required equipment has been installed.

H. Qualifying Facility and Net Metering Electricity

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

I. Standby Generators

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

J. Resale of Electric Energy

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

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

K. Responsibility for Payment

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

shall give prior written notice to said user of its intent to secure payment hereunder and that the applicability of the benefit of service rule stated herein may be disputed by making written complaint to United Power's Chief Executive Officer, or his or her designee.

L. Compliance with Rules and Regulations

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

M. Payment for Past Services

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

N. Payments Due From Previous Occupant

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

IV. CUSTOMER DEPOSITS

A. Purpose of Customer Deposits for Service

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

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

B. No Security Other Than Cash Deposits Required

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

C. Deposit Calculation

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

D. Receipt and Records of Deposits

United Power shall issue a receipt to each customer from whom a deposit is received, and shall maintain records to show the following for each deposit on hand:

- (1) The name of each customer making a deposit.
- (2) The premises occupied by the customer when making the deposit and each successive premise occupied while the deposit is retained by United.
- (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 Customers

Applicants who were not a customer of United Power at least twelve (12) months during the prior three (3) years shall be required to make a deposit before service is initiated; or provide evidence of satisfactory credit history in a form or manner acceptable to United Power, as defined in the organization's current policies and procedures.

F. Deposits Requirements for Previous Customers

Applicants who have previously received service from United Power for at least twelve (12) consecutive months within the last three (3) years, and who have maintained a satisfactory credit record during the most recent twelve (12) consecutive months, will not be required to make a deposit before service is initiated.

G. Deposit Requirements for Divorced or Widowed Spouse of United Power Customer

Applicants for residential service who are divorced or widowed, and whose former spouse met the deposit requirements for previous customers 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 Customers Due to Changes In Usage

Current customers whose usage has changed significantly may be required to make a new or additional deposit.

I. Deposit Requirements for Current Customers Due to Delinquent Payments

Current customers who have received more than one (1) written disconnection notice in the most recent twelve (12) months, shall be required to make a new, or additional, deposit. Service will not be restored to current customers disconnected for non-payment until all deposits have been received.

J. Deposit Requirements Following Subterfuge

An account that has been disconnected due to an act of subterfuge will require a deposit as a condition of reconnection. Subterfuge includes, but is not limited to, the use of a fictitious name by an applicant for service to avoid paying prior indebtedness to United, or an application for service at a given location in the name of another party by a customer whose account is delinquent and who continues to reside at the premises.

K. Installment Payments for Commercial and Industrial Deposits

Commercial and industrial customers 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: 1st installment payable prior to service initiation; and 2nd installment payable within the next (30) days, third installation within (60) days of connection.

L. Disconnection for Non-Payment of Deposit

If any required deposit remains unpaid thirty (30) days following the due date of the bill on which it first appeared, the customer's service shall be subject to termination on ten (10) days' notice.

M. Refund of Deposit

Deposits shall be refunded after a twelve (12) month period if no delinquency resulting in the issuance of a written disconnection notice to the customer has occurred. Thereafter, review will be made monthly, or upon customer request, to determine if the customer is eligible for a refund. Refunds will otherwise be made only at such time as a customer 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 customer may be entitled, solely upon the basis that the customer is unable to produce a receipt for such deposit.

O. Interest Earnings on Customer Deposits

Simple interest shall be paid by United Power on a customer deposit upon the return of the deposit, or annually at the request of the customer. 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 customer or to the date an amount equal to the deposit is credited to the customer's account. Interest payments, at the option of the utility, may be paid directly to the customer or by a credit to the customer'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

P. Interest Rate on Customer Deposits

Once the interest rate is established or changed by Board resolution, customers will be informed of the newly-revised rate to be paid on customer deposits.

V. PAYMENT REQUIREMENTS AND OPTIONS

A. General Rules

1. Payment Media

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

2. Payment Due Date

All bills for service, including any excise tax imposed by governmental authority, are due and payable at the office of United Power, or to an 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 customer when mailed to, or left at, the location where service is used, or at some other location that has been mutually agreed upon. If the customer fails to receive a bill, United Power, upon request, will issue a duplicate. However, failure to receive a bill in no way exempts the customer from payment for service rendered.

4. Disputed Bills

If, prior to the time that payment is due, a customer gives notice at United Power's office that the correctness of the bill is disputed; stating reasons

therefore, United Power will promptly investigate the complaint. However, such notice disputing correctness of a bill shall not be sufficient reason for withholding payment. If the bill is found to be incorrect, United Power will refund the amount of overpayment or credit the amount of overpayment to the next bill rendered.

5. Payments Required Regardless of Interruption

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

B. Standard Payment Options

1. Budget Billing

A customer 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 customer's most recent twelve months' bills, adjusted to reflect all rate changes which may have become effective during said period, and (2) other amounts outstanding on the customer's account. In the event a customer has not previously been served by United Power, or if a full twelve months' record is not available, the monthly amount shall be equal to 1/11th of the sum of an estimated twelve months' bills for said customer. Except as otherwise provided herein, said monthly payment shall be made each of the following eleven (11) successive months with the amount due the twelfth month being a settlement amount equal to the difference between the total of the prior eleven (11) months' payments, and the actual billings for the twelve-month period. If the settlement amount is a credit balance of Fifty Dollars (\$50.00) or more, United Power shall issue a check to the customer in the amount of the credit balance. If the settlement amount is a credit balance of less than Fifty Dollars (\$50.00), the credit shall be applied to future billings. If the settlement amount is a debit balance owed by the customer of less than Twenty Dollars (\$20.00), said outstanding balance may be carried forward and used in computing the monthly Budget Billing payment of the succeeding twelve (12) months. If the settlement amount is a debit balance owed by the customer of Twenty Dollars (\$20.00) or more, the customer may elect to pay the debit over a two-month period with a 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 customer 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 and the customer refuses to read his own meter. 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 customer whose credit record is satisfactory, United Power may, at its discretion, extend the time period for payment of a bill by the customer not more than fifteen (15) days. A customer's credit record shall be considered satisfactory for this purpose where (1) the customer has been served by United Power for at least one year and, (2) United Power has not discontinued service to the customer for non-payment during the past twelve (12) months, and (3) the customer shall not have been given more than one payment extension during the previous six (6) 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 customers.

C. Installment Payment Requirements

1. Installment Plan Qualifications

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

1. On or before the expiration date of the disconnect notice, pays at least 10% (ten-percent) of the amount shown on the notice, pays all required deposits, agrees to pay all future bills by their due date, and enters into a reasonable installment payment plan.

2. On or before the last day covered by a medical certification, or extension thereof, pays at least 10% (ten-percent) of any amount more than 30 days past due, agrees to pay all future bills by their due date, and enters into a reasonable installment payment plan.

3. If service has been discontinued for non-payment, pays any required deposits and/or reconnection charges, at least 10% (ten-percent) of the amount shown on the notice, agrees to pay all future bill by their due date, and agrees to reasonable installment payments, unless previous installment agreements have been breached. Breach of previous installment agreements requires that the customer pay all amounts due on the account before service will be reconnected, as addressed in the Reconnection after Broken Arrangement section of these Rules and Regulations.

2. Installment Plan Determination

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

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

3. Installment Payment Terms

An installment payment shall consist of equal monthly installments over a period of time not to exceed six (6) 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 ten-percent (10%) of the “Past Due Amount.” The minimum “arrangement amount” shall be the “installment amount”, plus the then 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 ten (10) days subsequent to 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 customer who agrees to enter into an installment payment plan arrangement shall be provided a copy of the Installment Payment rules contained herein together with a statement of the payment arrangement as agreed upon by the customer. Said copy and statement must be provided by mail or delivered within ten (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 customer 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 (6) months from the date the original installment payment plan arrangement was entered into.

7. Other Payment Options

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

8. Disconnection for Broken Arrangement

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

9. Broken Arrangement Notification Requirement

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

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

D. Disconnection Avoidance

1. Full Payment

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

3. Medical Certificate

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

4. Installment Payments After Medical Certificate

Any customer 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 customer 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 customer 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 thirty (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 thirty (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 thirty (30) days of issuance.

6. Continuance of Service Pending Investigation and/or Hearing

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

E. Service Restorations

1. Service Restoration after Disconnection

Where service has been disconnected, United Power shall restore service within twelve (12) hours after elimination by the customer of the cause for discontinuance, unless extenuating circumstances prevent restoration. Extenuating circumstances include, but are not limited to, the event that the customer, or someone designated by the customer, is unable to be at the premises at the time of restoration, if required.

2. Service Restoration through Full Payment

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

the customer pays in full the amount shown on the disconnect notice, plus any deposit and/or reconnection charges as may be specifically required by United Power's tariffs.

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

Service which has been terminated due to failure to pay, or make arrangements for payment of, bills for service rendered will be restored if the customer 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 customer has made payment in full of all amounts owed, including any deposits and/or reconnection charges.

4. Service Restoration through Medical Certificate

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

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

Service which has been terminated due to failure to pay, or make arrangements for, payment of bills for service rendered will be restored if a commercial customer agrees to pay all future bill when due, pays all applicable deposits and/or reconnection charges, pays 50% (fifty-percent) of the amount shown on the notice of termination, and enters into an installment payment plan arrangement to pay the remaining account balance in equal monthly installments over a period of time not to exceed three (3) months. If service is terminated after breach of arrangements, service will be restored only after the customer has made payment in full of all amounts owed, including any deposit and/or reconnection charges.

6. Service Restoration after Diversion

If diversion of electric energy has been confirmed subsequent to disconnection, United Power will not render service to the customer, or to any other person for the customer's use, until the customer 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. Additionally, United Power reserves the right to require the customer to install, or have installed at their own expense, equipment necessary to prevent further diversion of energy as addressed in the Access and Equipment Requirements Following Diversion section of these Rules and Regulations.

7. Service Restoration after Broken Arrangement

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

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

VI. BILLING

A. General Rules

1. Bill Frequency and Partial Month Prorations

Bills for service will be rendered monthly unless otherwise specified in these Rules and Regulations or in the applicable rate schedule. The term "month" for billing purposes means the period between any two (2) consecutive regular readings by United Power of the meters at the customer'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 thirty-day (30) 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 customer 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 customer'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 customer's expense and served as a single customer 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 separate customers and will be metered and billed separately.

3. Demand Determination

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

4. Budget Billing Plan

The Budget Billing Plan may be selected by an eligible residential customer any month during the year. Once selected by an eligible customer, the provisions of the plan shall remain in effect until terminated by either the customer 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 customers for metered service shall show:

- (1) Net amount due
- (2) Beginning and ending meter readings dates for the period during which service was rendered
- (3) A distinct marking to identify an estimated bill
- (4) An appropriate rate or rate code identification

- (5) Last date payable after which the bill becomes past due
- (6) The kilowatt-hours and units of demand, where applicable
- (7) Any multipliers or constant factors used to calculate either kilowatt-hours or demand
- (8) All other essential factors upon which the bill is based

2. Payment and Due Date

The due date of a bill shall be no earlier than ten (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 two-percent (2%), United Power shall refund to the customer 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 six (6) months.

2. Adjustments for Slow Meters

When a meter is found to have a negative average error that is slow in excess of the two percent (2%), United Power may make a charge to the customer 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 (6) 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. Where the error is adverse to the customer, United Power shall refund to the customer 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 customer. Where the error is adverse to United Power, United Power may make a charge to the customer for the kilowatt-hours incorrectly metered for the period of time the meter was used in billing the customer.

4. Adjustments for Incorrect Register Operation

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

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

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

United Power will exercise all reasonable means to assure accurate computation of all bills for electric service. In the event errors in billing occur, United Power will refund to the customer the amount of overpayment having occurred therefrom, or credit the amount of overpayment to the next bill rendered. Likewise, United Power shall have the right to collect from the customer the amount of any undercharge, irrespective of the date or duration of such billing error, subject to the Payment Requirement and Options section of these Rules and Regulations, under which customers may make installment payments on said undercharge. Installment payments for past due amounts arising from events under the control of United Power may extend over a period equal in length to the period during which the errors were accumulated and shall bear no interest.

VII. DISCONNECTION

A. General Rules

1. Customer Assistance Organizations

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

2. Customer Requested Disconnection

A customer wishing to discontinue service shall give a minimum of three (3) 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 customer will be liable for service until final reading of the meter.

3. Causes for Disconnection

Disconnection of service may occur for non-payment or failure to comply with payment arrangements, as well as failure to comply with United

Power rules pertaining to facilities and equipment access; power quality; safety; diversion of electric energy; or subterfuge.

B. Disconnection Requirements

1. Written Notification

Written notice of proposed disconnection of service must be mailed by first-class mail, or delivered at least seven (7) days in advance of the proposed disconnection date, advising the customer what particular rule has been violated for which service will be discontinued, and/or the amount past due and the date by which the same shall be paid to avoid disconnection. Requirements for information to be included in the written disconnect notification are detailed in the Disconnection Notice Requirements section of these Rules and Regulations.

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

2. Third-Party Notification

In the event a customer 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 (7) days in advance of the proposed disconnection date to said third-party.

3. Multi-Unit Dwelling Notification

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

mailed or posted notices, or attempted to do so, to the individual dwelling unit occupant.

4. Attempt to Notify

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

5. Waiver of Written Notification

Requirements for written notification may be waived:

1. When, in the opinion of the utility, an immediate disconnection of service to the premises is imperative for reasons of safety. Such reasons might include a condition or installation of any part of the customer's or the utility's lines, pipes, apparatus or appliances which is found to be dangerous to life, health, or safety of any person;
2. When discontinuance is ordered by any properly constituted governmental authority due to alleged violations by the customer of the ordinances, statutes, or regulations applicable to the service. United Power shall not be responsible for ascertaining such conditions;
3. When service, having been discontinued in accordance with these Rules and Regulations, is discovered restored by someone other than United Power

C. Disconnection Restrictions

1. Weekends and Holidays

Service will not be disconnected between 12 Noon on Friday and 8 a.m. the following Monday, or between 12 Noon on the day prior to and 8 a.m. on the day following any federal holiday or United Power-observed holiday.

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 ten (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 thirty (30) days past due (with the exception of current amounts included in Installment payment arrangements); nor shall any notice of intent to disconnect service be sent with respect to any amount that is not thirty 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 customer, or for amounts due for service to other account(s) where the customer 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 customer has previously pledged one account to secure the other.

5. Amounts Not Owed By Customer of Record

Service shall not be disconnected for non-payment of any amount due on other account(s) on which the customer is, or was, neither the customer of record nor a guarantor, unless the customer is or was a user obtaining service through subterfuge without the knowledge or consent of the named customer 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 customer of record. However, a utility may give notice of intent to discontinue service for a rule violation, and upon expiration of the notice may decline to continue to furnish service at the same premises if it believes the service is being obtained by a delinquent customer by subterfuge in any manner. Subterfuge includes, but is not restricted to, an application for service at a given location in the name of another party by an applicant whose account is delinquent and who continues to reside or do business at the premises.

7. Amounts Due for Non-Utility Services

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

D. Disconnection Notice Requirements

1. Notice Format and Heading

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

2. Toll-Free Telephone Contact Within United Power Territory

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

3. Right to Informal Complaint

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

4. Right to Hearing By United Power

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

5. Continuance of Service Pending Investigation and/or Hearing

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

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

The Disconnection Notice shall advise that a residential customer may avoid disconnection of service by paying, on or before the expiration date of the notice, at least 10% (ten-percent) of the "Past Due Amount" shown on the Disconnection Notice, all applicable deposits, and enters into an installment payment plan arrangement to pay the remaining account balance in equal monthly installments over a period of time not to exceed six (6) months.

7. Disconnection Avoidance Through Medical Certificate

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

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

The disconnection notice shall inform the customer that in the event service is discontinued for non-payment, service may be restored if a residential customer 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 Media Requirements

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

10. Customer Assistance Organizations

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

11. Deposits

The disconnection notice shall advise customers that disconnected, and new customers with less than nine (9) months' service, who fail to make timely payments shall be subject to a sixty (60) day deposit. Interest will be paid on deposits and the deposit and interest shall be refunded after a twelve (36) month period if no further delinquency results.

E. Disconnection Avoidance

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

F. Service Restoration

1. Service Restoration Requirements For Disconnection Due To Non-Payment

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

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

Service disconnected for reasons other than non-payment shall be restored within 12 hours after customer notifies United Power, and the utility confirms that the cause for discontinuance has been cured as set forth in the Payment Requirements and Options section of these Rules and Regulations.

VIII. DIVERSION

A. Definitions

1. Person

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

2. Customer

For purposes of these Rules and Regulations "Customer" means the person responsible for payment for electric service for the premises, and such term includes employees and agents of the customer.

3. Electric Service

For purposes of these Rules and Regulations "Electric service" means the provision of electricity or any other service furnished by United Power for compensation.

4. United Power Electric Supply System

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

5. Tampering

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

1. Unauthorized Metering

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

2. Bypassing

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

B. Evidence of Tampering

The existence of electric energy consuming devices installed ahead of the meter or any tampering or interfering with wires, devices or equipment connected to United Power's distribution system or damage to, alteration, or obstruction of any electric energy by the customer in whose name service is being rendered, or by the person benefiting from the use of such diverted electric energy (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 customer 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 customer's premises, and after both meters have been tested and found to be registering within the limits of accuracy prescribed in the Metering Accuracy section of these Rules and Regulations, such fact shall constitute prima facie evidence of diversion of electric energy.

D. Diversion By Customer

There is a rebuttable presumption that a customer 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 customer 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 customer'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 customer 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 customer, irrespective of United Power's rights to bring a civil action under Colorado statutes. United Power may discontinue service to the customer because of any act of bypassing, tampering, or unauthorized metering and shall not render additional service to said customer, or to any other person for the customer's use at the same or any other location, until the customer 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 customer, or to any other person for the customer's use, until: the customer has paid or made appropriate arrangements (when applicable) for the payment of all charges relating to the diversion of electric energy; all

disconnect/reconnection charges; all past-due bills for service rendered at the same location; and any deposits required as set forth in the Payment Requirement and Options section of these Rules and Regulations. Additionally, before power will be restored, United Power must confirm that the cause for the discontinuance of electric service, if other than for non-payment, has been cured and any equipment necessary to prevent further diversion of electric energy has been installed, as addressed in the Requirements for Service – Access and Equipment Requirements Following Diversion section of these Rules and Regulations.

IX. QUALITY OF SERVICE

A. Reasonable Diligence in Avoidance of Interruptions

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

B. Planned Temporary Interruptions

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

C. Interruptions Record Keeping

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

All records under this Rule shall be retained by United Power for a period of not less than three (3) years.

D. Nominal Secondary Voltage

United Power's standard nominal voltages for its secondary voltage distribution systems are 120 volt, single-phase, two-wire; 120/240 volt, single-phase, three-wire; 120/208 volt, three-phase, four-wire wye connected; 240/460 volt, vee-phase, three-wire delta connected; and 277/480 volt, three-phase, four-wire wye connected. Previously established or new delta-connected secondary systems will continue to be provided at United Power's discretion.

E. Voltage Consistency

Every reasonable effort shall be made, by the use of proper equipment and operation, to maintain voltage practically constant at all times. The voltage maintained at United Power's main service terminal (the points at which the utility's service connections terminate, at which point connection is made with the customer's wiring, and beyond which the utility has no responsibility) as installed for individual customers or groups of customers shall be reasonably constant as follows:

1. Permissible Voltage Variations – 120-Volt Service

For service rendered at 120-volts, or primarily for lighting purposes the voltage shall be within five-percent (5%) plus or minus of the standard adopted.

2. Permissible Voltage Variations - Industrial Service

For service rendered under a power contract or primarily for industrial purposes the voltage variation shall not exceed ten-percent (10%) above or ten-percent (10%) below the standard average voltage at any time.

3. Permissible Voltage Variations - Transmission and Limited Area Service

A greater variation of voltage than that specified above may be allowed when service is furnished directly from a transmission line or in a limited or extended area where customers are widely scattered and the business done does not justify close voltage regulation. In such cases the best voltage regulation will be provided that is practicable under the circumstances. This clause refers particularly to individual customers or small groups of customers whose service from a transmission line is incidental and

does not refer to the voltage regulation in communities, cities, or towns for which the transmission line was primarily built.

4. Customer Equipment Induced Voltage Variations

Variations in voltage in excess of those specified, which are caused by the operation of power apparatus on the customer's premises which necessarily require large infrequent and unavoidable fluctuations of short duration due to necessary starting or line operations, shall not be considered a violation of the Rule.

F. Voltage Surveys and Records

United Power shall provide appropriate voltmeters for all voltages furnished. All voltmeter records shall be available for inspection for a period of at least one year from the date of such records.

G. Power Factor Requirements

United Power's rates are designed anticipating customer's use of service at an average power factor of not less than ninety-five-percent (95%) lagging at the point where service is metered. When inherently low power factor equipment is used, such equipment must be provided with suitable power factor corrective equipment so that the resulting power factor of such equipment is not less than ninety-five-percent (95%) lagging. United Power reserves the right to discontinue service, or penalize any customer not complying herewith as provided for in United Power's tariffs.

X. FACILITIES

A. Construction

1. Service and Safety Requirements

The electric plant of United Power shall be constructed, installed, maintained, and operated in accordance with accepted engineering practice in the electric industry to assure, 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. A different type of marking shall be used for new poles or structures and for all poles reused. In the case of jointly-owned or jointly-used poles or pole line structures, the other utility using the pole or structure shall be required to also mark the poles and structure with the initials of its name, abbreviations of its name, corporate symbol, or other distinguishing mark by which the ownership of each structure may be readily and definitively determined.

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 customer's distribution wires or equipment on United Power's primary voltage poles; provided, however, that where metering is on primary voltage poles, the customer will be allowed to install facilities underground from such meter.

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 customer 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 at any time facilities are no longer required.

G. Substation Metering

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

H. Transmission Line Extensions

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

I. Service Connection and Distribution Line Extension

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

J. Service Connections - Installation and Maintenance

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

K. Temporary Service

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

L. Transformer Sizing and Protective Equipment

Necessary step-down transformers and protective equipment will be installed, owned, and maintained, by United Power unless otherwise specified in the applicable Rate Schedule(s). United Power will not be required to install in excess of one KVA of transformer capacity for each

horsepower of the customer's normal requirements. If the customer's power proves to be substantially more or less than set forth in the application for service within six (6) months of installation, United Power may reduce or increase installed transformer capacity as it deems advisable, at the customer's expense.

M. 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 customers 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.

N. Wiring Inspections

1. Requirements Before Connection

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

2. United Power Requested Inspections

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

O. Relocation of Facilities

The customer shall reimburse United Power for any cost associated with relocation of facilities made at the request of the customer, for the customer's convenience. Except in case of emergency, meters and other equipment of United Power will be removed or relocated only by employees of United Power. United Power shall, at its option, require a cash construction deposit sufficient in amount to pay for all estimated costs of the change or relocation as specified in the Service and Line

Extension Policies section of these Rules and Regulations. If the customer removes a meter or other facilities of United Power due to an emergency, said customer will be required to immediately notify United Power.

P. Damage By Customer

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

Q. Space for Facilities Required By Customer

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

R. Customer 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 customer in conformity with good electrical practice and with the requirements of the National Electrical Code, the National Electrical Safety Code, municipal or other local electric wiring ordinances, and in accordance with the Facilities section of these Rules and Regulations.

2. Furnishing, Installation, and Maintenance

All electric wiring, conduits, cables and apparatus, including necessary protective appliances essential to utilization of service beyond the point of attachment to United Power's facilities, shall be furnished, installed and maintained at the customer's expense, except as specifically provided by the Contract for Service, applicable Rate Schedule, or the Service and Line Extension Policies section of these Rules and Regulations.

3. Lines Beyond Point of Attachment to United Power Facilities

Except as otherwise provided in these Rules and Regulations, any overhead or underground distribution lines required beyond the point of attachment to United Power's facilities shall be installed, owned, operated, and maintained by the customer. 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 customer's and United Power's systems. The customer 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 customer 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 customer 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 customer.

6. Equipment Requiring Close Voltage Regulation

The customer 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 customers, United Power reserves the right to require correction of the condition by the customer. United Power may refuse or discontinue service to such equipment until the condition is corrected by the customer. 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 customer, or to other customers. United Power reserves the right to charge

the customer the full cost of facilities to provide any special service required by such equipment and/or to prevent any impairment in service to customer or to other customers. Where the customer 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 cannot render service to any customer for the operation of any device that has a detrimental effect upon the service provided to other customers. The customer'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 (IEEE Std 519-1992) or in the IEEE publication that supersedes this standard. Where the customer's use of service produces unacceptable levels of harmonic distortion, the customer shall furnish at their own expense suitable equipment that reduces the level of harmonic distortion within the limits set forth in IEEE Std 519, as requested and within the time frame established by United Power. United will cooperate with its customers when consulted concerning the intended use of any electric device.

8. United Power Service Calls

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

XI. METERING

A. General Rules

1. Ownership and Maintenance

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

2. Meter Location and Accessibility

Meter locations shall be such that the meters are easily accessible for reading, testing, and servicing. Meters shall be located, when practicable, on the exterior wall of the premises being served. In the event service is provided by a single meter to a group of buildings, the meter shall be located on the meter pole or other point of attachment to United Power's facilities. 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 if indoors, or sidewalks or driveways if outdoors, 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 customer's premises. Meters shall not be installed in coal or wood bins or in partitions forming such bins, or on any unstable partitions or supports. Meters shall not be located where visits of a meter reader or serviceperson will cause unreasonable annoyance or inconvenience to the customer.

3. Meter Reading Schedule

United Power will read meters at regular intervals as nearly as possible. United Power shall not be required to read meters at other than regular meter reading periods, except in case of connection or disconnection of service. In the event weather or other conditions beyond the reasonable control of United Power make it impractical to read the customer's meter, the customer's bill will be estimated on the basis of the customer's use in a similar period. If the meter is not readily accessible for reading, the customer may be required to forward meter reading(s) to the office of United Power on forms furnished by United Power.

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 customer. 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 on the register or face of the meter.

5. Error Adjustment Calculations

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

6. Master Metering Of Multi-Family Services

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

7. Sub-Metering for Resale

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

8. Transformer Losses for Primary Service

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

B. Metering Definitions

1. Meter Creep

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

2. Light and Heavy Load Determination

Light loads shall be construed to mean approximately five percent (5%) to ten percent (10%) of the nameplate-rated capacity of the meter. Heavy loads shall be construed to mean not less than sixty-percent (60%) or more than one-hundred percent (100%) of the nameplate-rated capacity of the meter.

3. Average Error Calculation

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

C. Metering Accuracy

1. Operational Requirements

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

2. Requirements for Service Watt-Hour Meters

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

3. Requirements for Meters Used With Instrument Transformers

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

D. Standard Meter Testing

1. Meter Testing Facilities and Equipment

(1) Compliance With Commission Testing Rules

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

(2) Testing Instruments

United Power shall maintain such portable indicating electrical testing instruments or watt-hour meters of suitable range and type for testing service watt-hour meters, switchboard instruments, recording volt-meters, 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 one percent (1%) of full scale value at commonly used scale deflection, be adjusted and

certified by a laboratory. In any case the instrument shall be checked at least annually.

4. Equipment and Test Records

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

5. Testing On Installation

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

6. Periodic Meter Test Schedule

All meters and automated meter reading equipment installed to measure electric energy used by customers shall be tested periodically at intervals not exceeding those provided for in the test schedules defined in this rule.

(3) Alternating current watt-hour meters with surge-proof magnets and with block-interval (mechanical) demand registers will be tested at least once in 12 years.

(4) Alternating current watt-hour meters with surge-proof magnets and without demand registers and with or without pulse initiators will be tested at least once in 16 years.

(5) Alternating current watt-hour meters without surge-proof magnets, with or without demand registers and/or pulse initiators will be tested at least once in 8 years.

E. Customer Requested Testing

1. Requirements For Testing At Customer Request

Upon the request of a customer 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 twelve-month period prior to such request, and provided that the customer 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 customer 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 twelve-month period and additional testing will be performed at the customer'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 customer, provided the testing is performed at the expense of the party making the request. Any money collected for testing shall be refunded to the customer if the meter is found fast. This Rule and the charges apply only when there is a dispute between the customer 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 customer, is found to be more than two percent (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 for a period of not less than two years.

XII. ACCIDENTS

A. Reporting

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

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

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

B. Liability for Contingencies Beyond United Power Control

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

C. Liability for Interference with United Power Facilities

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

D. Liability for Customer Caused Damage or Injury

The b shall be responsible for any injury to persons or damage to property occasioned or caused by the acts, omissions, or negligence of the customer

or any of his agents, employees, or licensees, in installing, maintaining, operating, or using any of customer's lines, wires, equipment, machinery, or apparatus, and for injury and damage caused by defects in the same.