

<b>MOUNTAIN PARKS ELECTRIC, INC.</b>  <b>SERVICE RULES AND REGULATIONS</b> <b>TABLE OF CONTENTS</b>	<b>SECTION</b> <b>III</b>	<b>PAGE NO.</b> <b>i</b>
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 Tom Sifers, General Manager

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III.

SERVICE RULES AND REGULATIONS

Part 1 – Obtaining Electric Service

301.00 Application for Electric Service.

301.01 Application Required.

Any person desiring to receive electric service from the Cooperative shall apply for such service by properly completing, signing, and filing an Application for Electric Service. A separate Application for Electric Service is required for each location where delivery of electric energy is desired, whether or not for initiation or renewal of service. An Application for Electric Service is filed when it is received by a Cooperative employee at any office of the Cooperative. Applications for Electric Service that are mailed to applicant must be returned to the Cooperative within ten (10) working days of the date of mailing.

The Application for Electric Service must be in the name of the person or legal entity applying for electric service. The Cooperative may require suitable identification.

301.02 Membership in the Cooperative

Each applicant for electric service shall become a member of the Cooperative.


301.03 Offer to Purchase Electric Service.

Upon compliance with the provisions of Sections 301.01 and 301.02, applicant has made an offer to purchase electric energy from the Cooperative, the terms of which are contained in the Application for Electric Service and these tariffs.

301.04 Benefit of Service

The provision of electric service constitutes an agreement under which the user receives electric service and agrees to pay the Cooperative therefore in accordance with the applicable rate tariff, rules and regulations. Each person who resides at the premises to which service is delivered shall be deemed to receive benefit of service

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supplied and shall be liable to the Cooperative for payment, subject to conditions hereinafter stated, whether or not service is listed in his/her name. The primary obligor for payment is the applicant or user in whose name service with the Cooperative is listed. The Cooperative is obligated to pursue reasonable and timely efforts to effect payment by or collection from a user who is not the applicant or user of record by transfer of an account.

**301.05 Revocation of Offer to Purchase Electric Service.**

At any time before the Cooperative has taken action upon the offer to purchase electric service, applicant may revoke such offer by notifying the Cooperative.


**301.06 Choice of Rates.**

Rate tariffs shall be on file at the offices of the Cooperative and available to applicants for service. If there are two or more rate tariffs applicable to any class of service the Cooperative will, upon request of applicant, explain and assist in the selection of the rate tariff most suitable for the conditions, character of installation or use of service most suitable for applicant's requirements.

**301.07 Charges for Rendering Service.**

Appropriate charges to customers will be made at the time service is instituted or reinstated, or in the event that service at a specific location is transferred from one customer to another. Charges will also be made to customers for all service work performed for customers on customer's premises except for gratuitous services provided by the Cooperative. Charges are set forth in Tariff 204.00 Service Fees. These charges are to offset the Cooperative's costs for such service work and transactions and are in addition to all other customer charges for utility service, deposits, or line extensions.

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302.00 Establishment of Credit.

The Cooperative shall require applicant, regardless of the type of service applied for, to demonstrate and satisfactorily establish credit in such form and manner as may be prescribed by the Cooperative. The satisfactory establishment of credit shall not relieve the applicant from complying with tariff provisions for prompt payment of bills. Notwithstanding any provision of these rules to the contrary, the following rules shall apply to the establishment of credit.

302.01 Establishment of Credit for Residential Applicants.

If applicant for residential service satisfactorily establishes credit by one of the following means he/she shall not be required to pay a deposit:

A. Payment History.

If it is undisputed that applicant has been a customer of the Cooperative or another utility providing electric service within the last 12 months, and the applicant has not been delinquent in the payment of any such utility service account during the last twelve (12) consecutive months of service, and applicant did not have more than two occasions in which a bill for such utility service was paid after becoming delinquent and never had a service disconnected for nonpayment; or,

B. Guarantee.


If the applicant for residential service furnishes in writing a satisfactory guarantee from another Customer, with a current satisfactory payment history of one year or more, to secure the payment of bills for electric service; or,

C. Other Means.

If the permanent residential application demonstrates a satisfactory credit rating by appropriate means, including, any of the following:

- (1) A credit reference from a prior electric utility, received directly from the prior utility by the Cooperative, that reports applicant would be in compliance with item A. above;
- (2) Applicant is or has purchased a home, for which service is being requested and prior credit history with Cooperative has been acceptable;

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- (3) Proof that the Applicant has remitted current and consecutive payments for twelve (12) months in an owner-renter agreement to the Cooperative.

**302.02 Security Deposit.**

If the credit of an applicant for any type of service has not been established satisfactorily to the Cooperative, the applicant shall be required to make a deposit. Any deposit as required herein is not to be considered as advance payment or partial payment of any bill for service. The deposit is security for payment of service.

In addition to Rule 302.1 the Cooperative will require a deposit on Applicants for the following:

- A. Act of Subterfuge.  
Subterfuge includes, but is not limited to, the use of a fictitious name or address by applicant for service to avoid paying prior or future indebtedness to the Cooperative, or an application for service is made for a given location in the name of another party by a customer whose account is delinquent and who continues to reside at the premises.
- B. Diversion of Electric Service.  
The Customer has in an unauthorized manner tampered with, diverted or interfered with the service within the last five (5) years.


**302.03 Amount of Deposit for Residential Service.**

The required deposit for residential service shall not exceed an amount in excess of one-fourth (1/4) of the annual billings as determined by the previous usage history or as estimated by Cooperative personnel based on the service load sheet.

**302.04 Additional Deposit Requirement.**

The Cooperative may require additional security by increasing the amount of the existing deposit or requesting a new deposit on current accounts that have more than two (2) delinquencies in the last twelve (12) month billing periods, or one (1) or more insufficient fund checks in the last twelve (12) month billing periods, or accounts that continually carry an open balance on account in excess of the deposit held for four (4) months out of a twelve (12) month period, or where a person or

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entity, responsible for payment of the account, jointly or severally, files a petition of bankruptcy.

**302.05 Commercial, Small Power, and Large Power Deposits.**

Any first-time applicant for commercial, small power, or large power service shall be required to make a deposit of an estimated ninety days' bill. Any applicant who is a former customer of the Cooperative but who did not have commercial, small power, or large power service for at least twenty-four (24) months within the last three (3) years shall be considered a first-time applicant. A former commercial, small power, or large power customer of the Cooperative whose previous service was provided for twenty-four (24) months within the last three (3) years and whose payment history was satisfactory, shall not be required to make a deposit.

Any applicant for commercial, small power, or large power service at additional locations will be required to make a customer deposit of an estimated ninety (90) days' bill at the new location. If said applicant has maintained a satisfactory payment record on all other commercial, small power, or large power accounts the deposit will be waived.

Satisfactory payment history shall consist of no discontinuance of service for nonpayment, and not more than one (1) Notice of Discontinuance being incurred on any account during the most recent twelve (12) months' period of which none were mailed within the most recent six (6) months, and no petition for bankruptcy has been filed.

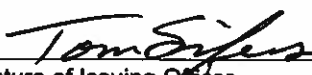
**302.06 Interest On and Refund Of Deposit.**

If a Customer has been required to make a deposit, the Cooperative shall pay interest on such deposit at an annual rate as established by the Public Utility Commission

Payment of the interest to the Customer shall be added to their deposit amount when the deposit is refunded.

The deposit shall cease to draw interest on the date it is returned or credited to the Customer's account.

The Cooperative shall promptly refund the deposit plus interest to the Customer in the form of cash or a credit to the Customer's bill when the Customer has paid the billing for service for twelve (12) consecutive residential billings or for twelve (12)

  
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consecutive commercial, small power, or large power billings, without having more than one (1) occasion in which a bill was delinquent, and the Customer is not delinquent in the payment of the current bill. If the Customer does not meet the refund criteria, then the deposit and interest will remain in force with the Cooperative.

302.07 Reestablishment of Credit.

Every applicant who previously has been a member of the Cooperative and whose service has been discontinued for nonpayment of bills, meter tampering, or owes an undisputed amount to the Cooperative for a prior electric service, before service is rendered, will be required to pay all amounts due the Cooperative or execute a deferred payment agreement, if offered, unless the undisputed amount is discharged in a bankruptcy proceeding.

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**303.00 Cooperative Action on the Application.**

The Cooperative shall consider the offer to purchase electric service and act upon it within a reasonable time by either granting the application (conditionally, subject to these rules) or refusing service in accordance with this tariff.

**303.01 Manner of Granting Application.**

The Cooperative may grant an application by having its authorized officer or employee sign the Application for Electric Service on behalf of the Cooperative or by initiating service.

**303.02 Contract for Service.**

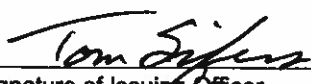
The grant of an application shall operate as an acceptance of Applicant's offer to purchase electric service and forms a contract, the terms of which are the Application for Electric Service and these tariffs. Upon the granting of an application and initiation of service the applicant shall be a member and customer of the Cooperative.

**303.03 Conditions to be Fulfilled by Applicant or Customer Prior to the Rendition of Service.**

As conditions precedent to the performance or obligation to perform any part of the contract for electric service by the Cooperative or the provision of any electric service, Applicant/Customer shall:

- A. **Comply with the Law.**  
Applicant/Customer shall comply with state, county, and municipal regulations governing the service applied for and provide the Cooperative with a copy of any approval required by law or ordinance; and
- B. **Comply with Service Rules.**  
Applicant/Customer shall comply with the Service Rules and Regulations of the Cooperative governing the service applied for; and
- C. **Customer's Installation**  
Applicant's/Customer's installation shall be constructed in accordance with all applicable codes and regulations and applicant/customer shall provide the Cooperative with any approval or other certificate that may be required by law or ordinance; and

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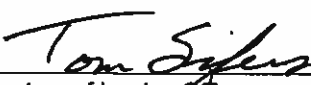
D. Easement.

A contract for electric service, or receipt of service by Customer, will be construed as an agreement granting to the Cooperative an easement for electric lines, wires, conduits, and other equipment of the Cooperative necessary to render service to Customer. If required by the Cooperative before service is connected, the Applicant/Customer shall grant to the Cooperative at Customer's expense an easement, the form and content of which is satisfactory to the Cooperative, for service to the Applicant/Customer's property, including a looped underground system (Section 305.3. C). If service to the Applicant/Customer's property requires crossing of an adjacent property, the Applicant/Customer shall secure to the Cooperative, at Customer's expense, an easement for such crossing, the form and content of which is satisfactory to the Cooperative.

In the event the Applicant/Customer is not able to secure an easement acceptable to the Cooperative after reasonable attempts with the owner of the adjacent property, the Cooperative may exercise its power of eminent domain pursuant to Colorado Rev. Statute 38-5-104. If the Cooperative seeks to acquire an easement by eminent domain the Cooperative does not guarantee an easement will be so acquired. Any costs associated with the acquisition of an easement, whether by eminent domain or not, shall be borne by the applicant/customer, including but not limited to payment of just compensation, expert fees, appraisal fees, surveying costs, reasonable attorney fees and court costs if an eminent proceeding is commenced.

The Cooperative may at its discretion vacate an easement on Customer's premises at Customer's request and expense provided the Customer has provided a satisfactory easement for all existing or new facilities on said property and no equipment belonging to the Cooperative is located in the easement area to be vacated. The Cooperative retains the right to refuse to vacate an easement if the easement may be necessary to extend service beyond said property or for any other reason the Cooperative deems the need to retain the easement. If the Cooperative agrees to vacate an easement, the Applicant/Customer shall provide the Cooperative with a Quit Claim Deed or similar instrument, the form and content of which is satisfactory to the Cooperative, for the vacation of the easement on the Applicant/Customer's property.

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E. Construction Charges.

Applicant/Customer shall fulfill all obligations for the payment of construction charges in the manner prescribed in service rules and regulations governing line extension.

303.04 Refusal of Service.

The Cooperative may refuse service if:

A. Fulfillment of Conditions Precedent.

If Applicant/Member has failed or refused within a reasonable time to fulfill any condition precedent to performance contained in Section 303.03; or

B. Indebtedness.

If Applicant has failed or refused to pay any indebtedness to the Cooperative for previously provided electric service which has not been discharged in a bankruptcy proceeding; or

C. Credit.

Applicant has failed or refused to satisfactorily establish credit in accordance with the provisions of Section 302.00 of these rules; or

D. Hazardous Conditions.

If Applicant's installation or equipment is known to be hazardous or of such character that satisfactory service cannot be given.

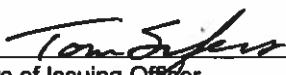
E. An Act of Subterfuge.

The Applicant has applied for service in a fictitious name to avoid paying a prior indebtedness to the Cooperative or an application in the name of another party by a customer whose account is delinquent and who continues to reside at the premises.

F. Definition of An Applicant.

"Applicant" shall include a person or entity who is a 10% or more owner of the entity applying for service, or a 10% or more owner of a customer or former customer who has failed to pay an indebtedness to the Cooperative.

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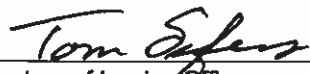
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**303.05 Insufficient Grounds for Refusal to Serve.**

The following shall not constitute sufficient cause for refusal of service to a present Customer or Applicant;

- A. Delinquency in payment for service by a previous occupant of the premises to be served; or
- B. Failure to pay for merchandise, or charges for non-utility service purchased from the Cooperative; or
- C. Failure to pay a bill to correct any previous under-billing due to misapplication of rates more than six months prior to the date of application; or
- D. Violation of the Cooperative's rules pertaining to operation of nonstandard equipment or unauthorized attachments which interferes with the service of others, or other services such as communication services unless the Customer has first been notified and been afforded reasonable opportunity to comply with the rules; or
- E. Failure to pay a bill of another customer as guarantor thereof, unless the guarantee was made in writing to the Cooperative as a condition precedent to service; or
- F. Failure to pay the bill of another customer at the same address except where the change of customer identity is made to avoid or evade payment of a utility bill. A customer may request a supervisory review if the Cooperative determines that the evasion has occurred and refuses to provide service.

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**304.00 Rate Classification and Assignment.**

Rate classification and assignment shall be made by the Cooperative in accordance with the availability and type of service provisions in its rate schedules (Section II of these tariffs). Rate schedules have been developed for the standard types of service provided by the Cooperative. If Customer's request for electric service involves unusual circumstances, usage, or load characteristics not regularly encountered by the Cooperative, the Cooperative may assign a suitable rate classification or enter into a special contract. Any special contract shall be subject to the approval of any Regulatory Authority having jurisdiction thereof.

Upon request for service by an applicant or for a transfer of service by a customer, the Cooperative shall inform the applicant or customer of the utility's lowest-priced service alternatives available at the service location giving full consideration to applicable equipment options, installation charges, and line extension charges, if any.

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**305.00 Line Extension.**

**305.01 General Policy.**

The Cooperative extends its distribution facilities to customers in accordance with the following line extension provisions. Refer to the current edition of the Cooperative's "Electric Service Construction Standards" for customer/electrician guidance on planning and installing new or upgraded electric service.

As a result of the fire hazard created by danger trees killed by the pine beetle epidemic or otherwise in the Cooperative's territory, starting January 1, 2008 new primary line extension contracts shall require installation of underground electric lines in all areas except where determined in the sole judgment of the Cooperative that one or more of the following conditions are met to prevent all future trees becoming hazardous to the line:

- A. Overhead line extensions may be allowed in rural areas across open ground where trees have not normally grown in the past.
- B. Overhead line extensions may be allowed in rural areas if the project owner initially clears and secures easements with rights specifically granted to the Cooperative to clear cut trees for a minimum width of 60-feet on both sides of the centerline (or higher width as required by the Cooperative up to expected mature tree height in the sole opinion of the Cooperative). Such tree clearing rights shall be in addition to the 10 or 15 foot conventional electric utility line easement restrictions on each side of the line.
- C. Overhead line extensions may be allowed in towns and other areas with no forest growth where the existing electric system is overhead and the extension is considered a grandfathered area acceptable from public fire safety point of view in the sole opinion of the Cooperative.
- D. Any overhead line extension is subject to restrictions by local jurisdictional authorities (e.g. county or town government).

The Cooperative shall retain the options to rebuild existing overhead lines or install new overhead lines where funding for construction and annual operating and maintenance expenses are borne by the Cooperative.

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305.02 Point of Delivery.

A. Point of Delivery-Permanent Service.

The Cooperative extends its electric facilities only to the point of delivery, which shall be on the property to be served or immediately adjacent to it. The customer shall install and be solely responsible for wiring of the installation and all service entrance wiring beyond the Cooperative's point of delivery.

The Cooperative may at its sole discretion accept a delivery point that is remotely sited from the property to be served. This will be limited to business customers e.g. other utility or telecommunications companies or railroads, who may need to deliver very small amounts of power over a very long distance and who are routinely acquiring their own right of way easements.

B. Point of Delivery-Temporary Construction Service.

The Cooperative realizes that some customers may need to take temporary construction service at a point of delivery on a neighbor's property. In these cases, the customer shall provide the Cooperative a copy of a letter signed by the landowner granting permission for such temporary service.

305.03 Permanent Service.

The Cooperative will extend its overhead/underground distribution system to serve permanent customer installations under the following provisions.

A. Applicability.


The facility to be served shall be a permanent installation; see 305.04 for temporary extensions. Permanent installations may include new subdivisions, residential units, shops/garages, commercial/industrial developments, and similar permanent improvements.

B. Construction Charges.

All costs to extend electric utility lines shall be paid by the customer as a construction charge, to include, but not be limited to the following costs:

1. Direct costs of the Cooperative including labor, materials, equipment, travel time, contracted services, permits, fees,

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right of way acquisition, and any costs directly chargeable towards the line extension work.

2. Indirect costs of the Cooperative including the distribution of all payroll overhead based on direct labor cost allocation, including indirect labor, inventory stores allocation, and operating equipment transportation cost allocations.

Refer to Tariff Section 205 for additional information on construction charges for new or upgrades to existing residential or small commercial services, construction charges for site-specific line extensions, subdivisions, and other projects, and indirect costs.

C. Looped Underground System.

The Cooperative may at its sole discretion require facilities for a looped distribution system be installed as part of the customer paid underground line extension of new permanent services. By enabling switching to an alternate source, a looped underground system will minimize outage times to all customers in an area in the event of cable failure, dig-in, or other problems.

305.04 Temporary Service

The Cooperative will extend its overhead/underground distribution system to serve temporary customer installations. For temporary service, the customer shall be required to pay in advance as a non-refundable aid to construction 100% of the direct and indirect costs of all line extension construction, plus the cost of removal, less salvage value. If a transformer is installed to provide temporary service, the salvage value of the transformer will be the direct cost of a new transformer minus rent on use of the transformer. Rent for annual use of a transformer is calculated as the direct cost of the new transformer multiplied by the Cooperative's annual fixed cost percentage multiplied by the years of temporary service, and rent on use of the transformer is prorated to the number of months used.

305.05 Conversion of Overhead to Underground.

Customers desiring to have the Cooperative's existing overhead facilities installed underground may request the Cooperative to make changes. If at the discretion of the Cooperative it is determined that such conversion can reasonably be made, the Cooperative will convert the facilities after the

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customer pays a non-refundable construction charge for the estimated costs of the new facilities plus the cost to remove existing facilities less salvage value. The customer shall be responsible for the actual cost of construction and actual cost of removal.

The customer requesting conversion shall obtain all easements and pay the cost of all permits and environmental work required by the Cooperative. The customer shall also separately contract with an excavator to install conduits and vaults as specified and furnished by the Cooperative. If the existing overhead facilities are near the end of their useful life in the sole opinion of the Cooperative; such, that replacement has been identified in the Cooperative's work plan, the Cooperative may contribute the estimated cost of replacing with overhead facilities discounted by the cooperative's present worth value factor.

**305.06 Relocation or Upgrade of Facilities.**

The Cooperative may at its discretion relocate its facilities on customer's premises at customer's request provided customer has provided a satisfactory easement for the new facilities and paid in advance an estimate of all costs for construction of new facilities plus the removal of the facilities less salvage value. If the Cooperative determines it is necessary to move its facilities because Customer fails or refuses to allow the Cooperative access to Cooperative's facilities at any time then Customer may be billed the construction charge for relocation. If the Customer requests or the Cooperative determines an upgrade of facilities is reasonably necessary, the Customer will be required to pay the construction charge as well as applicable capacity charges.

**305.07 Line Extension Contracts.**

The Cooperative will prepare a contract for all line extensions, electric services, upgrades and relocations. The contract will specify the terms, the scope of work to be performed, and the construction charge or estimated cost.

**305.08 Special Contracts.**

When it is necessary to make line extensions or reinforce distribution lines to provide service where, in the sole judgment of the Cooperative, the estimated revenue is insufficient under the Cooperative's rate tariff's to operate, maintain, and eventually replace facilities, the Cooperative may

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require an additional monthly charge for such costs under a special contract. The additional charge will be based on operation and maintenance (O&M) as a percent of the cost of the extension not to exceed the percentage of annual O&M costs divided by total utility plant plus 3% of the cost of the extension annually for replacement.

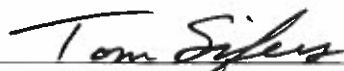
**305.09 Spare Transformer.**

The Cooperative may require a Customer pay the initial cost of a spare transformer when in the sole judgment of the Cooperative such a purchase is necessary to provide a replacement for the unique size or type of transformer that is required for that Customer's service needs.

**305.10 Line Extensions for Large Loads Exceeding Readily Available Substation and Distribution Feeder Capacity.**

For large load additions where there is insufficient substation and feeder capacity to supply the customer's planned load addition(s), the Cooperative will require the customer to pay construction charges for Cooperative owned facilities including transmission lines, substations, and distribution feeder lines in lieu of capacity charges. The Cooperative will refund to the customer paying for these new substation and feeder lines all capacity charges collected during the initial five years of operations of these facilities for any new or upgraded services that would be served by the upgraded facilities.

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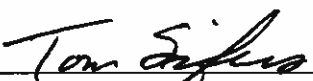
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**306.00 Government Mandated Underground Line Extensions and Line Relocations.**

When a city, town or county within the Cooperative's service territory by ordinance or resolution mandates that proposed or existing overhead electric facilities be constructed underground, or that proposed or existing electric facilities be relocated from the Cooperative's designed route, all of the following criteria are applicable;

- A. This extension regulation will be effective if the applicable cost differential between the overhead and underground extension or between the relocated line route and the Cooperative's most economically designed route as described below is five (5) percent or greater than the cost of the overhead extension or the Cooperative's most economically designed route.
  
- B. For proposed construction, the cost differential between the overhead and underground extension or between the relocated line and the Cooperative's most economically designed route will be paid for through a monthly surcharge applicable to all customers with service locations within the jurisdictional boundaries of the city, town or county mandating underground construction or relocation of the line, except for subdivisions or cities specifically exempted in the ordinance or resolution. For proposed construction, cost estimates, based upon the actual necessary cost of constructing and installing the facilities, will be prepared by the Cooperative's Engineering Department for constructing both overhead and underground facilities or for alternate line routes. The difference between the two estimates will be the basis for the differential applicable to the surcharge. The actual differential amount will be equal to the total installed cost of the facility minus the estimated cost of the Cooperative's designed route.
  
- C. Where an existing satisfactory overhead facility is ordered to be placed underground or relocated to another location, the entire cost of the underground construction or relocation project will be paid for through a monthly surcharge applicable to all Customers with service locations within the jurisdictional boundaries of the city or county mandating underground construction or relocation of the line, except for subdivision or cities specifically exempted in the ordinance or resolution. When an existing facility is rebuilt underground or on an alternate route, the entire as-built cost of the conversion or relocation

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plus the cost to retire the existing facility, less salvage, will be applicable to the surcharge.

- D. The surcharge would be applicable to all system facilities including main and secondary distribution feeders and transmission lines.
  
- E. Installation costs will include all related components and engineering safeguards to ensure that the underground system operates and performs equivalent to an overhead operating system. The necessary apparatus to ensure maximum protection and integrity to the underground cable and components will be provided.
  
- F. The surcharge will be based on the investment as defined in paragraphs B and C above times an annual fixed cost percentage, including operations and maintenance, administrative and general, depreciation, taxes and interest, divided by the number of customers within a jurisdiction. The surcharge for the residential and commercial customer will be the same for all classes of service.
  
- G. Surcharge billing will start thirty (30) days after completion of construction. On long-term projects involving multiple phases, each phase will be calculated and billed upon its completion. Each phase being converted or relocated must constitute a reasonable area and shall be subject to the approval of the Cooperative. Since the Cooperative will have incurred expenses prior to commencing billing the surcharge, any monies collected as a result of new customers being added to the jurisdictional area during the year will be used by the Cooperative to offset these pre-billed expenses.
  
- H. The surcharge will be for the life of the facilities and will be cumulative. Cumulative surcharges shall include surcharges for multiple project phases; city, county and or town projects; and all subsequent projects.
  
- I. The surcharge(s) will be reviewed annually to adjust for changes in jurisdictional population and will be applicable to all existing and new customers within the jurisdiction.

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- J. The Cooperative will notify customers affected by a proposed surcharge of any scheduled city, town or commission meeting(s) at which the proposed ordinance or resolution will be discussed. Notification will consist of local newspaper notices, newsletter articles, bill stuffers or any other applicable media.
- K. If anything herein conflicts with the Extension Regulations contained in the Rates, Rules and Regulations of the Cooperative, the said Extension Regulations shall prevail and be in full force and effect and shall include, but not be limited to, relocations and conversions within a city, town or county subsequent to the date of this Extension Regulation.
- L. This specific Tariff Section 306 and any amendments thereto, shall be recorded with the Clerk and Recorder of the County in which the ordinance or resolution is applicable.

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**307.00 Installation of Facilities.**

Any line extensions or installation of service that will be maintained or become property of the Cooperative will be constructed in accordance with the Cooperative's applicable specifications and standards as published in the Cooperative's "Electric Service Construction Standards."


**307.01 Ownership of Distribution Facilities.**

Upon the Cooperative's acceptance the Cooperative shall retain the ownership of all material and facilities installed on the Cooperative's side of the point of delivery whether or not the same have been paid for by the Customer.

**307.02 Attachments to Cooperative's Poles or Facilities.**

Posters, banners, placards, radio or television antennas, or other objects will not be allowed to be attached to poles of the Cooperative. The Cooperative may enter into written joint pole use agreements.

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**308.00 Capacity Charge.**

The Cooperative recognizes that the addition of new consumers and upgrades by existing consumers will ultimately require an increase in system substations and distribution feeder capacity. In order not to place an additional burden on the existing ratepayers, a capacity charge will be assessed on all newly constructed services where a meter is installed, or for an upgrade in capacity to an existing service.

The capacity charge per kVA will be calculated annually (February 15<sup>th</sup>) on the basis of the December 31<sup>st</sup> recorded balance of 100% of account balance recorded as utility plant account 362.00 and 40% of account balances recorded as utility plant account 364.00 through 367.00. This total will be divided by the estimated service capacity (estimated installed kVa per service of 54.15 kVa multiplied by the number of services connected at the end of the previous calendar year). To adjust the calculation for estimated existing capacity currently utilized, the total actual Tri-State kW purchased during the previous calendar year will be divided by the estimated service capacity calculated above.

Formula:

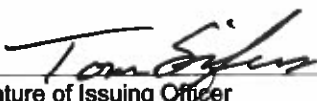
$$\frac{100\% \times \text{a/c } 362.00 + 40\% \times \text{a/c's } 364.00 \text{ thru } 367.00}{54.15 \times \text{number of services}} \times \frac{\text{Total of T-S kW}}{54.15 \times \text{number of services}} = \text{Capacity Charge per kVa}$$

This capacity charge per kVA will be multiplied by the service kVa to determine the capacity charge for the new or upgraded service.

Service capacity in kVa for single-phase installations will be calculated as 240 volts multiplied by the main breaker ampere rating divided by 1000. Service capacity in kVa for single-phase 208 volt installations will be calculated as 2 (hot legs) times 120 volts per leg multiplied by the main breaker ampere rating divided by 1000. Service capacity in kVa for three-phase installations will be calculated as 1.73 multiplied by the nominal phase-to-phase voltage multiplied by the main breaker ampere rating divided by 1000. Minimum capacity charge shall be based on a 100 amp breaker rating for all new services.

The capacity charges will be accumulated in a reserve account to fund future substations, substation expansion, and distribution feeder capacity from substations.

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309.00 Meters.


309.01 Location and Installation of Meter.

Meters and service switches in conjunction with the meter shall be installed in accordance with the Cooperative's "Electric Service Construction Standards", and will be readily accessible for reading, testing and inspection. Customer shall provide, without cost to the Cooperative, a suitable and easily accessible location, sufficient and proper space for installation of meters and other apparatus of the Cooperative.

309.02 Type of Meter and Ownership of Meter.

The Cooperative shall provide, install, own, and maintain all meters necessary for the measurement of electrical energy. Such meters shall be of a standard type which meets industry standards. Special meters not conforming to such standards may be used for investigation or experimental purposes.

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**310.00 Point of Delivery.**

The Cooperative shall designate the location to deliver electric energy to the customer. The Customer shall provide service entrance conductors and service entrance equipment needed for the receipt of electrical energy.

The point of delivery of electric energy is the point where the Customer's service entrance conductors are connected to the Cooperative's conductors. Such point shall be outside the Customer's installation or Structure(s) at a location which will facilitate connection in accordance with the National Electrical Code and standard operating practices of the Cooperative.

**311.00 Access to Premises.**

The duly authorized agents of the Cooperative shall have access to the premises of the Customer for the purpose of inspecting wiring and apparatus, removing the Cooperative's property, reading meters and other purposes incident to the carrying out of the Cooperative's contract with the Customer.

**312.00 Regulatory Authority.**

The contract for Electric Service between the Cooperative and its Customer(s) may be subject to the Authority of any Regulatory Authority having jurisdiction thereof. The agreement of the parties for the provision of electric service as well as the terms under which such service is provided may be modified or abrogated in whole or in part by such Regulatory Authority whether or not at the request of either party. Any modification or abrogation shall be effective only after the effective date of the change.

**313.00 Modification by the Parties.**

The Contract for electric service may be modified or terminated by the agreement of both parties if made in writing and signed by both parties.

**314.00 Cancellation of Contract.**

After the Cooperative has taken action upon the offer to purchase Electric Service and a contract has been formed, but before electric energy has actually been received by Customer, the Customer may cancel the Contract.

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Part 2 – Electric Service

320.00 Electric Energy:

320.01 Delivery of Electric Energy.

If Applicant/Customer has satisfied all conditions and performed all obligations contained in the foregoing service rules, the Cooperative shall provide electric energy to Customer at the point of delivery. The Cooperative may limit the amount of electric energy furnished as capacity and usage conditions warrant.

320.02 Characteristics of Electric Energy.

A. Standard Voltages And Special Requirements.

The following voltages and system descriptions are available, at Cooperative's option, from Cooperative. Normally only one nominal secondary voltage distribution system is available in a given location. A different voltage at that location may require special arrangements. The voltage designations are nominal and the actual delivery voltages may vary from the ratings.

<u>Nominal Secondary Voltage</u>	<u>Distribution System</u>
240/120	three wire single phase
208/120	three wire two phase (network)*
208Y/120	four wire three phase
480Y/277	four wire three phase

\* Only available up to 200-amps at multi-unit housing projects supplied by a 3-phase transformer.

<u>Nominal Primary Voltage</u>	<u>Distribution System</u>
14400	two wire single phase
24900GY/14400	four wire three phase

These voltage designations are nominal design voltages and the actual normal delivery voltages, so far as practicable, will be maintained within industry standards for residential and commercial service at the point of delivery.

Cooperative will provide service to Customer at a single voltage in the amount of capacity required to each point of delivery requested by

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Customer in accordance with the extension provisions set out above. Additional service voltages required will be provided by Customer if beyond the point of delivery.

**B. Frequency.**

The Cooperative's wholesale power supplier controls the frequency of current provided by the Cooperative. The Cooperative provides alternating current at a standard frequency of 60 cycles per second. Except for periods of outage and for infrequent and unavoidable fluctuations, this standard is maintained within one-tenth (1/10) of a cycle per second.

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**321.00 Method of Providing Service.**

The Cooperative will provide the current edition of the Cooperative's "Electric Service Construction Standards" to customers/electricians for guidance on planning and installing new or upgraded electric service.

**321.01 Overhead Service Drop.**

Electric service is generally available to Customers throughout the Cooperative's service area from overhead distribution facilities. The Cooperative, however, may refuse to provide overhead service in any area where the Cooperative has or expects substantial investment in underground distribution facilities.

**321.02 Underground Electric Service.**

Electric Service from underground distribution facilities is available to Customers requesting such service. In areas served by the Cooperative's underground distribution system, phase and voltage of electric service may be limited to that which can be provided from existing facilities. The location and routing of underground distribution facilities is to be determined by the Cooperative.

**321.03 Mobile Home Parks.**

In mobile home parks or similar installations, the Cooperative will provide electric service through individual meters to each space for each consuming facility. Underground service will be installed and the metering points will be banked in a central location at the owner's expense.

Individually metered units shall remain individually metered for the life of park/similar installation.

If master metered, the owner(s) shall follow all Colorado State laws and Public Utilities Commission regulations.

Service supplied through a master meter to a mobile home park containing three (3) or more units shall be billed in accordance with the following provisions:


- (1) Mobile Home Parks containing Three (3) or More Mobile Homes sites – for the purpose of billing under the General Service Rate, the Service Availability Charge and the kWh blocks (if more than one block of usage) shall be multiplied by the number of units served through the master meter.

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(2) "Master Metering" will be limited to existing installations. (Master metered prior to December 31, 2015)

**321.04 Apartments and Condominiums.**

Electric service is provided through individual meters for each living unit or through one master meter at each point of delivery for any number of living units. If individually metered, the metering will be banked in a central location. If master metered, the owner(s) shall follow all Colorado State laws and Public Utilities commission regulations.

Individually metered units shall remain individually metered for the life of the building.

(1) Buildings containing Three (3) or more units – for the purpose of billing under the General Service Rate, the Service Availability Charge and the kWh blocks (if more than one block of usage) shall be multiplied by the number of units served through the master meter.

**321.05 Town Homes.**

Electric service is provided through individual meters for each living unit with one meter installed on the outside of each unit and electric service lines routed outside the building within utility easements or on the property served without encroaching on adjacent lots. Additional platted utility easements are required for banked metering.

**321.06 Duplexes.**

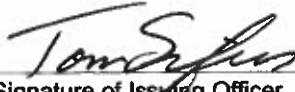
Electric service is provided through individual meters for each living unit with one 2-position meter bank installed on the outside near a common wall. If a duplex is subdivided into two lots with separate owners, an additional utility easement is required.

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322.00 Continuity of Electric Service.

322.01 Reasonable Diligence.

The Cooperative uses reasonable diligence under standard utility practices to provide reasonably continuous and adequate service in accordance with the standards set forth in these rules.

322.02 Service Interruptions.

Service interruptions may occur. The Cooperative shall make reasonable efforts to prevent service interruptions. When interruptions do occur the Cooperative shall re-establish service within the shortest possible time.

The Cooperative may interrupt service to provide necessary civil defense or other emergency service in the event of a national emergency or local disaster. The Cooperative may also interrupt service as necessary for maintenance, repairs, construction, moving of buildings or oversized objects, relocation or changes of facilities, to prevent or alleviate an emergency which may disrupt operation of all or any portion of the Cooperative's system, to lessen or remove risk of harm to life or property, and to aid in the restoration of electric service.


322.03 Service Irregularities.

Irregularities in service such as voltage surges may occur. The Customer is responsible for installing and maintaining devices that protect his/her installation, equipment, and processes during periods of abnormal service conditions. Normal utility operation may result in the loss of voltage to one or more phases; the Customer is responsible to install and maintain single-phasing protection for three-phase motors and other customer owned equipment supplied by three-phase service.

322.04 Investigation of Service Interruptions and Irregularities.

The Cooperative makes reasonable investigation of service interruptions and irregularities reported by a Customer. Such investigation normally terminates at the point of delivery. If standard service voltage exists at this point and the Cooperative's service facilities are in good condition the customer shall be so advised. The Cooperative shall not be obligated to inspect customer's conductors, installation, or equipment.

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**322.05 Limitation of Liability for Service Interruption, Irregularity, and Force Majeure.**

The Cooperative shall not be liable for either direct or consequential damages resulting from failures, interruptions, or voltage and wave form fluctuations occasioned by causes reasonably beyond the control of the Cooperative, including, but not limited to, acts of God or public enemy, sabotage and/or vandalism, accidents, fire, explosion, labor troubles, strikes, order of any court or judge in any bona fide legal proceedings or action, or any order of any commission, tribunal or governmental authority having jurisdiction.

**322.06 Uninterruptible Delivery of Power.**

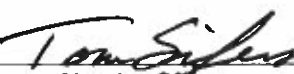
The Cooperative anticipates occasional disruptions in the delivery of electric service beyond the control of the Cooperative. The Cooperative shall advise Customers who have notified the Cooperative that it requires uninterruptible electric service that it is the obligation of the Customer to provide for uninterruptible power supply (UPS). The UPS shall be the property of and maintained by the Customer and installed in such a manner as to not be a safety hazard to employees of the Cooperative or other customers of the Cooperative.

**322.07 Shortage of Electric Supply.**

In case of an emergency, the Cooperative shall have the right to grant preference to that service, which, in its opinion, is most essential to the public welfare.

In the event of a shortage of supply resulting from any cause whatsoever, the Cooperative shall have the right to put into effect such curtailment means as are necessary, which may include involuntary rotating blackouts on any part of the Cooperative's electric system.

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323.00 Member's Receipt and Use of Electric Energy.

323.01 Receipt of Electric Energy.

A. Exclusive Use.

The Customer may not connect his lines to another source of electric energy in a manner that may permit electric energy to flow into Cooperative's system from such source without a written agreement with the Cooperative. For experimental purposes to aid in the orderly development of additional sources of energy, or in conjunction with providing service under any rate in its tariff, the Cooperative may permit the Customer-produced electric energy to be fed back into Cooperative's system, provided that the Customer has paid for the necessary added metering and protective equipment.

B. Customer's Installation.

The Customer shall at all times maintain his/her installation in accordance with the National Electrical Code as well as other applicable standards that may be imposed by law, ordinance or regulation.

C. Liability For Injury and Damages.

The Customer assumes full responsibility for electric energy furnished to him at and past the Point of Delivery and will indemnify the Cooperative against and hold the Cooperative harmless from all claims for both injuries to persons, including death resulting there from, and damages to property occurring upon the premises of the Customer arising from electric power and energy delivered by Cooperative.

323.02 Customer's Use of Electric Energy.

A. Permitted Uses.

Electric energy provided through Cooperative facilities shall be used by the Customer exclusively for the purpose or purposes specified in the applicable clause of the rate schedule under which the Customer is receiving service and being billed.


B. Resale Prohibited.

The Customer shall not resell electric energy unless specifically provided for in writing by the Cooperative.

C. Extension of Customer's Wiring.

The Customer may not extend the Customer's installation across or under a public street or alley, or other lands not owned or leased by the Customer without the written consent of Cooperative and then only where energy is to be used by

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Customer in installations located on two or more sites separated only by a dedicated street or alley. However, such sites are to be located in such a manner that the Customer's conductors will not occupy a dedicated street or alley opposite land owned by others.

D. Uses Prohibited by Law.

The Customer shall not use electric energy for any unlawful purpose or in such a manner that it may endanger life or property.

323.03 Customer's Electrical Load.

A. Load Balance.

Cooperative requires Customer to control the use of electric energy so that Cooperative's electrical load at the point of delivery is in reasonable balance.

B. Motor Starting Requirements.

All motors shall be installed in conformance with the National Electrical Code. Cooperative permits across the line starting of electric motors where Cooperative determines that its facilities are adequate and the frequency of starts are such that service to other customers will not be adversely affected. When Cooperative determines that the operation of electric motors with full voltage starting adversely affects electric service, Customer shall provide suitable, reduced voltage starting devices or other corrective equipment. Motors, or groups of motors starting simultaneously, shall be subject to disconnection if service to the motor(s) creates objectionable voltage fluctuation, interference or distorted wave forms that adversely affect the Cooperative's electrical system or its service to other Customers.


C. Intermittent Electrical Loads.

Electric service to equipment such as large spot and arc welding machines, X-ray machines, arc-furnaces, elevators, dredges, locomotives, shovels, feed grinders, etc., whose use of electricity is intermittent and subject to noticeable fluctuations, shall be served by a transformer dedicated solely to that equipment and served as a separate account. Customers contemplating the installation of such equipment are to make specific prior arrangements with Cooperative.

D. Equipment Necessary to Limit Adverse Effect.

Cooperative may require Customer to provide at Customer's expense suitable apparatus to limit the effect of voltage fluctuations caused by electric equipment in Customer's installation where Customer is found to be operating electric equipment

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which produces voltage fluctuation, harmonics, interference or distorted wave forms which adversely affect the Cooperative's electrical system or its service to other Customers.

In lieu of requesting Customer to install such suitable or special equipment limiting such adverse effect, Cooperative may, at its option, install at Customer's cost additional transformer capacity or other equipment specially designed to reasonably limit such adverse effect.

Customer's nonlinear loads, e.g. variable speed drives, which may create harmonic problems, shall be specified to include filters and other performance features as required to meet IEEE Standard 519 (latest revision), "IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems." Customers shall pay all consulting engineering costs that may be incurred to investigate problems and all costs to implement solutions for excessive harmonics caused by their loads. The Cooperative shall have the right to disconnect service to loads creating harmonics problems until required limits are met and all associated costs are paid.

**E. Voltage and Wave Form Sensitive Equipment.**

A customer planning the installation of electric equipment such as computers, communication equipment, electronic control devices, etc., whose performances may be adversely affected by voltage fluctuations, harmonics, and distorted 60 hertz wave forms are responsible for providing and installing the necessary facilities to limit these adverse effects.


**F. Change in Customer's Electrical Load.**

Customer shall notify Cooperative when Customer's electrical load is to be changed substantially in order that Cooperative may ensure its facilities are adequate.

**323.04 Power Factor.**

If the power factor of Customer's load is less than ninety percent (90%), Cooperative may require customer to install appropriate equipment to maintain a unity power factor or at Cooperative's option, to reimburse Cooperative for installing the necessary equipment. This provision shall be applicable only to Customers with a connected load greater than 50 kW.

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323.05 Access.

Access will be admitted to Customer's premises at all reasonable hours to personnel authorized by Cooperative to inspect, install, remove, or replace Cooperative's property; to read Cooperative's meter; and to perform other activities necessary to provide electric service, including tree trimming and tree removal where such trees in the opinion of Cooperative constitute a hazard to Cooperative personnel or facilities, or jeopardize the providing of continuous electric service. Refusal on the part of Customer to provide reasonable access for the above purposes may, at Cooperative's option, will be sufficient cause for discontinuance of service.

323.06 Protection of Cooperative's Facilities on Customer's Premises.

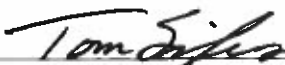
Customer shall use reasonable diligence to protect personnel authorized by Cooperative or by law to have access to such facilities.

In the event of loss of, or damage to, Cooperative facilities on Customer's premises caused by or arising out of carelessness, neglect, or misuse by customer or unauthorized persons, Cooperative may require Customer to reimburse the Cooperative of the cost of such damage.

323.07 Tampering With Cooperative's Meter, Equipment or Other Property.

The Cooperative's meter, equipment or other property, whether on Customer's premises or elsewhere, are not to be tampered with or interfered with for any reason. The Cooperative is not liable for injury to any person or persons resulting from tampering with or attempting to repair or maintain any of the Cooperative's facilities.

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**324.00 Billing.**

The Customer shall be obligated to pay for the total amount of charges for electric service shown on the Customer's bill. Such charges shall be computed in accordance with the Cooperative's latest rate schedule or schedules applicable to the rate class or classes of service furnished to Customer and these rules.

**324.01 Monthly Bills.**

Bills for service will be rendered monthly. The term "month" for billing purposes means the period between any two consecutive regular readings by the Cooperative of the meters at the customer's premises, such reading to be taken as nearly as may be practicable every thirty days.

**324.02 Measurement of Electric Energy.**

The Cooperative will install, own and maintain suitable metering and other equipment necessary for measuring the electric energy supplied. Each rate class of electric service supplied will be metered and billed separately. All service to a customer under one applicable rate schedule at each point of delivery will be measured by a single meter and meter readings will not be combined for billing purposes.

Usage of electric energy will be expressed as kWh. Electric energy usage is measured at the metering point regardless of whether or not it is the same as the point of delivery.

**324.03 Meter Reading.**

The Cooperative shall use reasonable diligence to read all meters on a monthly basis.

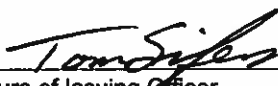
**324.04 Estimated Billing.**

Usage as well as demand may be estimated by the Cooperative where there is good reason for doing so, such as inclement weather, personnel shortage, or equipment failure.

**324.05 Meter Test and Accuracy Adjustment.**

No service watt-hour meter that has an incorrect register constant, test constant, gear ratio or dial train, or that registers upon no load shall be placed in service or allowed to remain in service without proper adjustment and corrections.

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No service watt-hour meter that has an error in registration of more than plus or minus two percent (2%) at light 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 thermal type meters may be three percent (3%). Meters exceeding these limits must be corrected.

Light load shall be construed to mean approximately five percent (5%) to ten percent (10%) of the nameplate rated test capacity of the meter. Heavy load shall be construed to mean not less than sixty percent (60%) nor more than one hundred percent (100%) of the nameplate rated test capacity of the meter.

All new meters shall be tested and certified by the manufacturer to register accurately to within the above limits.

Upon request of a Customer the Cooperative shall make without charge a test of the accuracy of Customer's meter in the customer's presence. The test shall be made during the Cooperative's normal working hours at a time convenient to the Customer. The test will be conducted at the Cooperative's office or at an independent test laboratory as determined by the Customer and the Cooperative. Following completion of testing, the Cooperative shall promptly advise the Customer of the result of the test.

If the meter has been tested at the customer's request and within a period of twenty-four (24) months the Customer requests a new test, and if the meter is found to be within the accuracy standards established by the Cooperative, the Cooperative may charge a fee as established in Tariff 204.06, Meter Test Fee. Also the Customer shall be responsible for the test cost incurred to have an independent test facility perform the meter testing.

If a test of any service watt-hour meter made upon the request of the Customer is found to be more than two percent (2%) fast at any load, additional test shall be made to determine the average error of the meter. The average error of the meter in tests made at the request of the Customer 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. When a meter is found to have a positive average error in excess of two percent (2%) in tests made at the request of the Customer, the Cooperative shall refund to the Customer an amount equal to the excess charged for the kilowatt-hours

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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.

When a meter is found to have a negative average error in excess of two percent (2%) in tests made at the request of the Customer, the Cooperative shall 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.


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, the Cooperative 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 the Cooperative, the Cooperative 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.

If a meter is found not to register, to register intermittently, or to partially register for any period, the Cooperative shall estimate a charge for the kilowatt-hours used by averaging the amounts registered over similar periods, or over corresponding periods in previous years.

The basic periodic testing of meter shall not be longer than provided as follows:

<b>Meter Test Schedule</b>	
<b>Alternating current watt-hour meter:</b>	
1. Meters used with instrument transformers:	
A. Poly-phase meters	4 years
B. Single phase meters	8 years
2. Self-contained poly-phase meters	6 years
3. Self-contained single phase meters and three wire network meters	
<b>Demand meters:</b>	
1. Integrated (block interval) demand meters including demand registers and associated control devices	Same as the schedule for associated watt-hour meter, but not to exceed 6 years.

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324.06 Billing Adjustments.

Refer to Section 203.

324.07 Measurement of Billing Demand.

The Cooperative will install, own, and maintain suitable metering and other equipment necessary for the measurement of the electric demand supplied (the rate at which electric energy is used).

Member shall maintain unity power factor as nearly as practicable. Demand charges may be adjusted to correct for average power factors lower than ninety percent (90%). Measured demand may be adjusted by multiplying the maximum demand by ninety percent (90%) and dividing by the lagging power factor at the time of such maximum demand.

324.08 Minimum Charges.

The customer will pay a minimum charge as per the applicable rate schedule or agreement for electric service, whichever is greater, irrespective of the amount of electricity consumed, even if none is consumed.

A full month's minimum charge will be made when a new meter is connected and then disconnected within any one billing period.

324.09 Idle Services Charge.

Refer to 204.4

324.10 Terms of Payment.

Each bill for utility service(s), regardless of the nature of the service(s), is due upon receipt of the billing. If full payment is not received in the office of the Cooperative or at any agency authorized by the Cooperative to receive payment on or before the date designated on the customer's billing, the account will be considered delinquent and subject to disconnection in accordance with these rules.

324.11 Disputed Bills.

In the event of a dispute between a Customer and the Cooperative regarding any bill for electric utility services, the Cooperative shall make such investigation as shall be required by the particular circumstances, and report the results thereof to the Customer. In the event the dispute is not resolved, the Cooperative shall inform the Customer of the complaint procedures of the Cooperative.

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Customers shall not be required to pay the disputed portion of the bill which exceeds Customer's average monthly usage at current rates pending the resolution of the dispute, but in no event more than sixty (60) days. For purposes of this rule only, the Customer's average monthly usage at current rates shall be the average of the Customer's gross utility service for the preceding 12-month period. When no previous usage history exists, consumption for calculating the average monthly usage shall be estimated on the basis of usage levels of similar customers and under similar conditions.

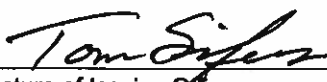
324.12 Deferred Payment Plan.

The Cooperative may at its discretion enter into a deferred payment plan for any amount owed to the Cooperative or any portion thereof.

The Cooperative may offer upon request a deferred payment plan to any residential customer who has expressed an inability to pay all of his or her bill.

- A. Every deferred payment plan entered into due to the Customer's inability to pay the outstanding bill in full shall provide that service will not be discontinued if the Customer pays current bills and a reasonable amount of the outstanding bill, and agrees to pay the balance in reasonable installments until the bill is paid. A payment of not more than one-third of the total deferred amount may be required as a reasonable amount under this paragraph.
- B. The Cooperative is not required to enter into a deferred payment agreement with any Customer who is lacking sufficient credit or a satisfactory history of payment for previous service when that Customer has had service from the present Cooperative for no more than three months. In cases of meter tampering, bypass, or diversion, the Cooperative may, but is not required to, offer a Customer a deferred payment plan.
- C. A deferred payment plan may include a five percent (5%) penalty for late payment but shall not include a finance charge.
- D. If a Customer has not fulfilled terms of a deferred payment agreement, the Cooperative shall have the right to disconnect service pursuant to the disconnection rules herein and under such circumstances, it shall not be required to offer subsequent

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negotiation of a deferred payment agreement prior to disconnection.

324.13 Budget Billing Plan.

Customers served under General Service classification for Residential or Commercial service who have had no pending Notices of Discontinuance of Service may elect to pay monthly bills for service on a Budget billing Plan beginning with any billing month.


Any Customer electing the Budget Billing Plan will pay a monthly amount equal to the total of the Customer's most recent twelve (12) months' bills multiplied by a current calculation factor of 105% divided by 12. This calculation factor is subject to change by the Cooperative as conditions warrant. Said monthly payment shall be made for eleven (11) months with the twelfth month's payment being a settlement amount equal to the difference between the total of the prior eleven (11) month's payments and the actual billings for the twelve (12) month period.

The Cooperative shall compare the said initial monthly payment to a monthly payment calculated based upon the most recent twelve (12) month's actual bills. These comparisons will be made at six months and nine months from the initial contract month. The difference between the initial monthly payment amount and the then currently calculated monthly payment amount shall be the Customer's variance. Company may revise the initial monthly payment to the then currently calculated monthly payment if the Customer's variance is more than the variance factor. The variance factor is subject to change by the Cooperative as conditions warrant, but will neither exceed twenty-five (25) percent, nor be less than fifteen (15) percent.

If the settlement amount is a credit balance the Cooperative will issue a check to the Customer in the amount of the credit balance, or the Customer may elect to have the credit applied to future billings. If the settlement amount is a debit balance owed by the Customer the total balance will be due and payable on the due date shown on the bill for the settlement month, except that in the event the debit balance exceeds twenty (20) dollars, the Customer may elect to pay the debit over a two (2) month period with at least one half of the total debit balance payable in the settlement month.

The customer may continue on the Budget Billing plan for succeeding years, in which case the settlement month for each year will occur in twelve (12) month

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cycles starting with the beginning month. If a Customer electing the Budget Billing Plan fails to pay the budget billing obligation in any month, normal collection procedures shall be applicable for the outstanding budget billing amount. Upon termination of service of a Customer on the Budget Billing plan, the Customer is subject to removal from the plan and the entire outstanding amount of the account for actual usage shall be due and payable.

The monthly budget billing amount will be adjusted for changes in the Cooperative's base rates.

**324.14 Over-billing and Under-billing.**

If billings for electric service are found to differ from the Cooperative's lawful rates for the service being purchased by the customer, or if the cooperative fails to bill the customer for such service, a billing adjustment shall be calculated by the Cooperative. If the customer is due a refund, an adjustment shall be made for the entire period of the overcharges. If an overcharge is adjusted by the Cooperative within three (3) billing cycles of the bill in error, interest shall not accrue. Unless otherwise provided, if an overcharge is not adjusted by the Cooperative within three billing cycles of the bill in error, interest shall be applied to the amount of the overcharge at the rate set by the Public Utilities Commission annually for a calendar year. Interest on overcharges that are not adjusted by the Cooperative within 3 billing cycles of the bill in error shall accrue from the date of payment unless the Cooperative chooses to provide interest to all of its affected customers from the date of the bill in error. All interest shall be compounded annually. Interest shall not apply to leveling plans or estimated billings that are authorized by statute or rule. Interest shall not apply to undercharged amounts unless such amounts are found to be the result of meter tampering, bypass, or diversion by the customer. Interest on undercharged amounts shall also be compounded on an annual basis and shall accrue from the date the customer is found to have first tampered, bypassed or diverted. If the customer was undercharged, the Cooperative may back bill the customer for the amount under-billed. The back-billing is not to exceed six months unless the Cooperative can produce records to identify and justify the additional amount of back billing or unless such undercharge is a result of meter tampering, bypassing, or diversion by the customer. However, the Cooperative may not disconnect service if the customer fails to pay charges arising from an under-billing more than six months prior to the date the Cooperative initially notified the customer of the amount of the undercharge and the total additional amount due unless such undercharge is a result of meter tampering, bypassing, or diversion by the customer. If the under-billing is \$25 or more, the

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Cooperative shall offer the customer a deferred payment plan option for the same length of time as that of the under-billing. In cases of meter tampering, bypass, or diversion, the Cooperative may, but is not required to, offer a customer a deferred payment plan.

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325.00 Customer Relations.

325.01 Available Information.

A. Facilities for Providing Electric Service.

The Cooperative maintains at each of its business offices and makes available to applicants and others entitled to such information a set of maps showing the facilities available for service.

B. Cost of Providing Service.

If a prospective residential applicant requests service, the Customer shall be informed of the lowest priced service alternatives available. The cooperative shall so advise the applicant giving consideration to equipment options and installation charges, if any.

C. Tariffs.

At each of its business offices, the Cooperative maintains and makes available for inspection a copy of its current tariffs including all rate schedules and rates relating to service. A copy of any applicable portion of the tariff will be provided upon request. Notice of the availability of such tariffs is posted in each business office in the same area where applications for service are received.

D. Meter Reading.

Upon request, the Cooperative advises its Customers of the method of reading meters.


325.02 Customer Complaints.

A. Upon complaint to the Cooperative by a Customer either at its office, by letter or by telephone, the Cooperative shall promptly make a suitable investigation and advise the complainant of the results thereof.

B. In the event the complainant is dissatisfied with the Cooperative's report, the Cooperative must advise the complainant of the Cooperative's complaint process. The cooperative complainant process is included in Section IV of these tariffs, along with the applicable forms and process to be followed.

C. Upon receipt of a complaint by letter from the Public Utilities Commission (PUC) on behalf of a Customer, the Cooperative shall make a suitable

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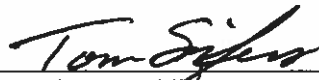
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investigation and advise the PUC of the results thereof. Initial response to the PUC must be made within the time set forth by the PUC.

- D. The Cooperative shall keep a record of all complaints which shall show the name and address of the complainant, the date and nature of the complaint and the adjustment or disposition thereof for a period of two years subsequent to the final settlement of the complaint. Complaints with reference to rates or charges that require no further action by the Cooperative need not be recorded.

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330.00 Net Metering for systems up to 25 kW.

330.01 Application.

Net metering is applicable to Customer-Generators (Customers) who install an eligible energy resource system and whose Net Meter Interconnection Agreement is approved by the Cooperative. Net metering is also applicable to customers who purchase a property with an existing, approved net metering system. Net metering is subject to provisions of this policy and applicable law.


330.02 Definitions.

“Customer-Generator” means an end-use electricity Customer of the Cooperative that generates electricity on the customer’s side of the meter using an eligible energy resource system.

“Net Metering” is the offsetting of the Customer’s consumption from the Cooperative by the excess electricity generated from eligible energy resources by a Customer-Generator on the Customer-Generator’s side of the meter and delivered to the Cooperative. Some of the Customer’s generated electricity is delivered to the Customer’s own load without passing through the Cooperative’s meter.

“Eligible Generating System” is an electric generating system which:

1. Has a total aggregate nameplate generating capacity, from single or multiple generators for systems up to 25 kW as follows:
  - a. For residential customers, up to twenty-five kilowatts (25 kW).
  - b. For commercial or industrial customers, up to twenty-five kilowatts (25 kW); and
2. Uses as its energy resource qualified renewable energy sources, including solar, wind, geothermal, biomass, and hydropower. A fuel cell using hydrogen derived from an eligible energy resource is also an eligible electric generation technology; and
3. Operates in parallel with the Cooperative’s electric distribution system; and
4. Meets all safety and performance requirements of the Cooperative and applicable regulations and standards.

  
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330.03 Net Metering Service.

The Cooperative will provide and install at the Customer's expense, as well as own, operate and maintain a single meter (or meters) to measure electric energy flow in each direction as necessary to bill net metered energy.

The Customer shall be responsible for all costs associated with the interconnection and its eligible generating system and shall also be responsible for all costs related to any modifications to the generating system that may be required by the Cooperative for purposes of interconnectivity, safety, and quality of service.

330.04 Service Rates and Charges.

- A. The rates and charges for retail electric service to the Customer shall be based on the Cooperative's applicable rate tariff for the Customer's premises. The Customer shall be billed monthly for demand and service availability (or other applicable monthly minimum) charges, plus the energy charge using net metered energy (Cooperative furnished energy less Customer generated energy resource delivered to the Cooperative).
- B. Monthly energy billing offset: The Cooperative will deduct the energy delivered by the Customer's generation each month from the energy supplied by the Cooperative up to a limit of the monthly energy supplied by the Cooperative. Any monthly excess generation not so deducted shall be accumulated month to month and credited in future monthly energy billing offsets at a ratio of one kilowatt-hour of generation for one kilowatt-hour of consumption up to the limit of monthly energy delivered by the Cooperative each month.
- C. Annual excess generation: Within sixty (60) days after the end of March each year, or within sixty (60) days after the Customer-Generator terminates its retail service, the Cooperative shall credit the Customer for any excess energy generation accumulated in excess of monthly energy billing offsets. The amount of credit shall be calculated at the avoided average cost of power to the Cooperative from its power supplier for the previous 12 months. Any remaining unused credit balance shall be paid to the Customer.

  
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D. Time-of-Use Service: For Customer-Generators billed under a time-of-use tariff, off-peak generation will receive off-peak credit and on-peak generation will receive on-peak credit. Annual excess generation, whether off-peak or on-peak, will be credited as specified in C above.

330.05 Safety and Quality of Service.

The Customer shall pay all costs incurred by the Cooperative for equipment or services that are necessary to meet the safety and performance standards as authorized by Colorado Revised Statutes 40-2-124, as follows:

- A. The Cooperative shall have the right to disconnect generators at any time if necessary to restore quality of service to other customers, e.g. for steady state/transient voltage, reliability, harmonics, or other problems that are suspected to be the result of defective generating system equipment. The Cooperative shall also have the right to disconnect service to any facility having an unauthorized interconnection of a parallel source.
- B. The net metering system shall meet all applicable standards and guidelines for safety and performance as established by the Cooperative, the National Electric Code, the National Electric Safety Code, the Institute of Electrical and Electronics Engineers, and the Underwriters Laboratories, Inc.
- C. All interconnection equipment shall be approved by the Cooperative prior to installation and shall be accessible to the Cooperative at all times.

330.06 Liability and Indemnification.

The Cooperative and the Customer-Generator shall indemnify, defend, and save the other party harmless from any and all damages, losses, or claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other party's action or failure to act in relation to any obligations under this net metering policy or under Colorado Revised

  
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Statute § 40-9.5-118, except in cases of gross negligence or intentional wrongdoing by the indemnified party.

330.07 Agreement.

An agreement for electric service with a fixed term may be required by the Cooperative. This rate schedule may be changed by order or consent of regulatory authorities having jurisdiction, or, if none, by the Cooperative's board of directors. Service hereunder is subject to the Cooperative's tariffs and rules and regulations for electric service.

  
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341.00 Generation Interconnection Application Charges and Timelines.

A. Applicability

Applicable to Mountain Parks Electric Inc. (MPEI) consumers who wish to interconnect and operate a small generator in parallel with the MPEI electrical system, subject to the provisions of the MPEI Generation Interconnection Procedures and the established Tariffs, Rules and Regulations of MPEI.

B. Policy

MPEI will charge a fee for the evaluations of an interconnection request for parallel operations of a generator at the time the initial interconnection application is submitted to MPEI. Payment of the fee does not entitle the applicant to proceed with interconnection or parallel operations of a generator. Additional cost may apply to any interconnection request that fails to meet the requirements of Level 1; Level 2 or Level 3 evaluation process described in the MPEI Interconnection Procedures.

The following timelines for processing Pre-Application, Level 1, Level 2, and Level 3 interconnection requests will be followed as required by the Colorado Public Utilities Commission 4 CCR 723-3 (3853 – 3856).

C. Interconnection Application Timeline

- 1) MPEI will acknowledge receipt of an Interconnection Application within 3 business days of receiving an Application.
- 2) Within 10 business days of receipt of an application, MPEI will notify the interconnection customer the application is complete or incomplete.
  - a) If an application is incomplete, the interconnection customer has 10 business days from MPEI's notification of an incomplete application to provide missing information.
- 3) After receiving an Interconnection Agreement, the interconnection customer has 30 business days to sign and return the Agreement, and MPEI has 2 business days, following receiving a signed Agreement, to provide a fully executed Interconnected Agreement to the interconnection customer.

D. Pre-Application Requests (Optional)

- 1) If an interconnection customer requests MPEI to determine if the interconnection customer's proposed interconnection will be subject to the interconnection procedures

  
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- 2) as required in 4 CCR 723-3, MPEI will respond to the interconnection customer with a determination within 15 business days of the interconnection customer's request.

E. Level 1 Applications – Inverter based systems with generators no larger than 25 kW AC


- 1) Within 10 business days after determination of a complete Interconnection Application, MPEI will determine if the proposed interconnection meets the safety and reliability requirements as outlined in 4 CCR 723-3.

F. Level 2 Applications – Inverter based systems greater than 25 kW AC that meet eligibility requirements of 4 CCR 723-3:3855 & synchronous and induction generation facilities up to 2 Megawatts AC in capacity.

- 1) MPEI will perform initial application review and provide results to the interconnection customer within 15 business days of notifying the interconnection customer of a complete Interconnection Application.
- 2) If MPEI determines an application cannot be approved, MPEI will notify the customer within 5 business days after MPEI has made such a determination.
  - a) Within 10 business days of MPEI's determination that an application cannot be approved, MPEI will offer to convene a meeting to discuss options (a Customer Options meeting) the interconnection customer has available for its interconnection application.
  - b) If the interconnection customer elects a Supplemental Review option for its Interconnection Application, the interconnection customer has 15 business days to agree to have MPEI conduct a Supplemental Review.
  - c) MPEI has 30 business days, after receiving a deposit from the interconnection customer, to complete the Supplemental Review and notify the interconnection customer of the results.

G. Level 3 Applications – Generators that require a study process

- 1) Within 10 business days (or as otherwise mutually agreed) from a complete Interconnection Application, MPEI will hold a scoping meeting with the interconnection customer.
- 2) If a Feasibility Study is to be conducted, MPEI will provide a Feasibility Study Agreement to the interconnection customer within 5 business days after the Scoping Meeting.
- 3) The interconnection customer will return a signed Feasibility Study Agreement within 15 business days.

  
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- 4) If an interconnection customer foregoes a Feasibility Study but requests a System Impact Study, MPEI will provide a System Impact Study Agreement within 5 days of the Scoping Meeting.
- 5) The following timelines for Studies are listed below –
  - a. If Feasibility, System Impact, & Facility Studies are combined for a single application, MPEI will have the combined studies performed within 90 business days from when the interconnection customer authorizes MPEI to proceed.
  - b. MPEI will have a Feasibility Study performed within 30 business days of receiving an executed Feasibility Study Agreement.
  - c. MPEI will have a System Impact Study performed within 30 business days of receiving an executed System Impact Study Agreement.
  - d. MPEI will have a Facility Study performed within 45 business days of receiving an executed Facility Study Agreement.

H. Charges The charge for the above-described services shall be as follows:

- 1) For generation with a nameplate capacity less than or equal to 25 KW.        \$0.00
- 2) For generation with a nameplate capacity greater than 25 KW and less than or equal to 100 KW. \$600.00
- 3) For generation with a nameplate capacity greater than 100 KW.        \$1000.00
- 4) MPEI will provide a non-binding good faith estimate of the cost of any required feasibility, system impact, and facilities study as part of the proposed study agreement.

  
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**Part 3- Disconnection of Service**

**350.00 Customer Initiated Discontinuance of Service.**

**350.01 Customer Request.**

Any Customer desiring to discontinue electric utility service from the Cooperative shall make a written request identifying the Customer, the service location where discontinuance is desired, and the date service is requested to be discontinued. Such request shall be filed with the appropriate Cooperative employee at any office of the Cooperative.

The Cooperative shall notify or inform the Customer requesting the discontinuance of service of Tariff 204.4, Service Availability Charge.


**351.00 Cooperative Initiated Discontinuance.**

**351.01 Reasons for Discontinuance.**

The Cooperative may discontinue service to a Customer under any of the following circumstances:

- A. **Nonpayment of a Bill.**  
If the Customer fails or refuses to pay a delinquent account for electric service (whether or not based upon estimated billing); or
- B. **Deferred Payment Plan.**  
If the Customer fails to perform any obligation under the terms of a deferred payment agreement; or
- C. **Interference with Service.**  
If Customer violates any rule pertaining to the use of electric service in a manner which interferes with or is likely to cause interference with electric service to other Customers or operates nonstandard equipment, provided that the Cooperative has made a reasonable effort to notify the Customer and provided there has been a reasonable opportunity to remedy the situation; or
- D. **Failure to Make Application for Service.**  
If Customer fails or refuses to make application for electric service in accordance with these rules; or

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 Signature of Issuing Officer  
 Tom Sifers, General Manager


Issue Date: December 1, 2016

Effective Date: January 1, 2017

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- E. Refusal of Access.  
If Customer fails or refuses to provide the Cooperative reasonable access to its facilities located on Customer's premises; or
- F. Default on Guaranty Agreement.  
If a Customer, whose account is in good standing, has signed a written Guaranty Agreement for another Customer or applicant and fails or refuses to pay the amount due on the guaranteed account when requested to do so by the Cooperative; or
- G. Comply with Law.  
If Customer fails or refuses to comply with any applicable Federal, State, Municipal, or other law, ordinance, rule or regulation; or
- H. Back-billing.  
If Customer fails or refuses to timely pay any billing authorized by these rules resulting from previous under-billing (whether caused by meter inaccuracy, misapplication of rates or otherwise). Correction of billings for meter inaccuracy shall be made for the period of six (6) months immediately preceding removal of the inaccurate meter from service for testing or from the time the meter was in service since last tested, but not exceeding six (6) months. If a meter is found not to register for any period, unless bypassed or tampered with, the Cooperative shall make a charge for units used, but not metered, for a period not to exceed six (6) months, based on amounts used under similar conditions during the period preceding or subsequent thereto, or during corresponding periods in previous years; or
- I. Hazardous Condition.  
When a hazardous condition exists in Customer's installation or equipment; or
- J. Meter Tampering.  
If Cooperative's meter which serves Customer has been tampered with or bypassed, the Cooperative may discontinue service. For purposes of this section, meter tampering, bypass, or diversion shall be defined as tampering with an electric meter or equipment, bypassing the same, or other instance of diversion, such as physically disorienting the meter, objects attached to the meter to divert service or to bypass, insertion of objects into the meter,

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and other electrical and mechanical means of tampering with bypassing, or diverting electrical service or there has been a theft of electric service; or

K. Insufficient Fund Checks.

Payments made for electric service by personal checks that are returned to the Cooperative as being insufficient, account closed, or other reasons will be considered as a non-receipt of payment and be subject to discontinuance of electric service for non-payment of account. Notification will be rendered to the Customer as set forth in the Cooperative's rules on discontinuance of electric service.

The Cooperative may also require payment in the form of cash or cash equivalent after two (2) or more checks are returned to the Cooperative.

L. Unauthorized interconnection of parallel source (Generator).

The unauthorized interconnection of a parallel source (generator, net metering system, or co-generation system) shall be reason for discontinuance of service as a safety hazard.

351.02 Notice of Discontinuance

Discontinuance of service shall not occur until the Cooperative has made a reasonable effort to give notice of the proposed discontinuance to the Member, or a responsible member of the Member's household, or to any designated third party of the Member.

A. Notification Procedure and Timeline for Discontinuance due to Delinquency

1. The following notification of delinquency and discontinuance of service shall be implemented by the Cooperative:

- a. Bills are due upon receipt. The due date for payment of electric service shall be noted on the invoice, clearly and conspicuously.
- b. Accounts are considered delinquent thirty (30) days after the account is billed, as outlined in section 324.10 – Terms of Payment. Penalties will be assessed at this time.
- c. Thirty-five (35) days after billing, a physical letter and email will be sent, stating:
  - i. Payment is due immediately.



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- ii. The date of disconnection and payment amount to avoid disconnection of service.
  - d. Forty-five (45) days after billing, automated IVR calls will inform the Member:
    - i. Payment must be received within thirty (30) days to avoid disconnection and associated fees.
  - e. No less than ten (10) days before disconnection, a representative of the Cooperative will inform the Member by email or phone call that:
    - i. A notice may be placed at the service address if payment or a deferred payment plan is not arranged by 9:00 a.m., six (6) days prior to the disconnection date. The representative will inform the member of fees associated with placing a physical notice at the property.
    - ii. The exact date of disconnection and payment amount to avoid disconnection of service.
  - f. Six (6) days to forty-eight (48) hours prior to disconnection:
    - i. If no contact has been made, a notice of disconnection will be placed at the service address.
- 2. Disconnection Timing
  - a. Service will not be disconnected sooner than seventy-five (75) days after the original billing date.
  - b. Disconnection will not occur between 12:00 p.m. the day prior to any Cooperative office closure and 8:00 a.m. the day following.
- 3. Deferred Payment Plan
  - a. On or before the notice of disconnect, the Member may avoid disconnection by:
    - i. Paying at least one-third of the total balance due; and
    - ii. Entering into a deferred payment plan as specified in section 324.12 - Deferred Payment Plan.




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4. Additional Provisions

- a. The Cooperative will work with the Member to avoid disconnection by:
- i. Offering payment arrangements.
  - ii. Referring the Member to financial assistance resources, when applicable.
  - iii. The information included in written notices shall be provided in English and Spanish as necessary to adequately inform the Member.

B. Disconnection After Reasonable Notice (Other than for Delinquency)

1. Electric service will be disconnected for violation of service rules as outlined in section 351.01 – Reasons for Discontinuance, other than for delinquency, upon reasonable notice as follows:
- a. Reasonable notice shall consist of a separate mailing or hand delivery at least ten (10) days prior to stated date of disconnection with the words “termination notice” or similar language prominently displayed on the notice.
  - b. A reasonable effort shall be made to contact by telephone at least 48 hours prior to the proposed disconnect date and at least 24 hours prior to the proposed disconnect date a representative of the Cooperative will attempt to make contact with the Member, or failing to do so, shall leave a written notice at the premise.
  - c. The information included in the notice shall be provided in English and Spanish as necessary to adequately inform the Member.
  - d. If mailed, the disconnect day may not fall on a holiday or weekend but shall fall on the next working day after the tenth day.

C. Disconnection Without Notice

Electric service may be disconnected without any notice to the Member if:




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1. Discontinuance of service to the premises is imperative for reasons of safety. Such reasons might include, but are not limited to, a condition or installation of any part of the Member's or the Cooperative's lines, apparatus or appliance which is found to be dangerous to life, health or safety of any person.
2. Discontinuance is ordered by any properly constituted governmental authority to protect the health or welfare of any person or property or due to alleged violations by the Member of the ordinances, statutes or regulations applicable to the service. The Cooperative shall not be responsible for ascertaining such conditions.
3. Service having been discontinued in accordance with this Tariff is discovered restored by someone other than the Cooperative and the original cause for discontinuance has not been cured.

351.03 Multi-Unit Dwellings.

If discontinuance of service involves individual permanent residents of multi-unit dwellings where service for the entire multi-unit dwelling is supplied through one meter, or in the case of multiple meters, if any one meter would have an adverse effect upon other occupants, and the Cooperative is aware of such condition, discontinuance of service shall occur only after the Cooperative has given thirty (30) days notice of intent to terminate to the party responsible for payment of utility bills for the dwelling and to 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 if known 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. Occupants of a multi-unit dwelling may avoid termination by agreeing to pay each new bill within thirty (30) days of issuance. Occupants so agreeing shall not be entitled to installment payments or any other payment plan and may be discontinued without further notice or attempt a personal contact for failure to pay each new bill within thirty (30) days of issuance.




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**351.04 Postponement of Discontinuance-Safety and Medical.**

The Cooperative will not discontinue electric services, or if already discontinued will restore, during any period when discontinuance of electric service will be especially dangerous to the health or safety of a residential customer or a permanent resident of the customer's household.

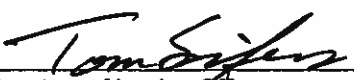
Discontinuance of electric service that would be especially dangerous to the health or safety of the residential household means that discontinuance of electric service would aggravate an existing medical condition or create a medical emergency for the customer or a permanent resident of the customer's household. Such shall be deemed to be the case when a physician licensed by the State of Colorado, or a health practitioner licensed by the State of Colorado and acting under a physician's authority, makes a certification there of and said certification is received by the Cooperative in writing or by phone. A utility may require written confirmation of a certification received by phone within ten (10) days of the call. Such certification shall be incontestable by the utility as to medical judgment, although the utility may use reasonable means to verify the authenticity of such certification.

In the event a medical certification is delivered to or received by the Cooperative, the non-discontinuance of electric service shall be effective for sixty (60) days from the date of said medical certification. One thirty (30) day extension of the non-discontinuance of electric service may be effected by the delivery to or receipt by the Cooperative of a second medical certification, as aforesaid, prior to the expiration of the initial sixty (60) day period.

A residential customer may invoke the provisions of this clause no more than once during any period of twelve (12) consecutive months, said period to commence on the first date said medical certification is presented.

A Customer who invokes this clause may request an installment payment plan arrangement on or before the last day covered by a medical certification or extension thereof. A Customer who already has entered an installment payment plan arrangement and who has not broken arrangements prior to invoking this clause may renegotiate the installment payment plan arrangement on or before the last day covered by a medical certification or extension thereof. A Customer who already has entered an installment payment plan arrangement but has broken arrangements prior to invoking this clause 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

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installment payment plan arrangement, in order to avoid discontinuance of electric service.

**351.05 Discontinuance Prohibited.**


Disconnection by the Cooperative is prohibited for the following reasons:

- A. Delinquency in payment for utility service by a previous occupant on the premises;
- B. Failure to pay for merchandise, or charges for nonutility service provided by the Cooperative;
- C. Failure to pay for a different type or class of utility service unless fee for such service is included on the same bill;
- D. Failure to pay the account of another customer as guarantor thereof, unless the Cooperative has in writing the guarantee as a condition precedent to service;
- E. Failure to pay charges arising from an under-billing occurring due to any misapplication of rates more than six months prior to the current billing;
- F. Failure to pay charges arising from under-billing due to any faulty metering, unless the meter has been tampered with or unless such under-billing charges are due;
- G. Failure to pay an estimated bill other than a bill rendered pursuant to an approved meter-reading plan, unless the Cooperative is unable to read the meter due to circumstances beyond its control;
- H. 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;
- I. For non-payment of any sum due which is less than (30) days past due; nor shall any notice of intent to discontinue service be sent with respect to any amount which is not thirty days past due;

**351.06 Effect of Discontinuance of Service.**

- A. Customer's Obligations.  
Discontinuance of service shall not relieve Customer from any obligation to the Cooperative or lessen or change any obligation in any manner.

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B. Cooperative's Rights.

Discontinuance of service shall not reduce, diminish, or eliminate any legal right or remedy accruing to the Cooperative on or before the date of discontinuance, nor shall discontinuance operate as a waiver of any legal right or remedy.

Failure of Cooperative to discontinue electric service at any time after default or breach of these Service Regulations, the rate under which Customer is receiving electric service, or the Electric Service Agreement, or to resort to any legal remedy or its exercise of any one or more of such remedies does not affect the Cooperative's right to resort thereafter to any one or more of such remedies for the same or any default or breach by Customer.


351.07 Restoration of Service.

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 pays all applicable collection and/or reconnection charges. If service is terminated after breach of arrangements, service will be reinstated only after Customer has made payment in full of all amounts owed, including any collection and/or reconnection charges and after posting any deposit required for service.

Service also will be restored upon receipt of a valid medical certificate and will not be discontinued again until said medical certificate, or any valid extension thereof, has expired.

Where service has been discontinued as set forth in these rules, the Cooperative shall restore such service within twelve (12) hours after elimination by Customer of the cause for discontinuance, unless extenuating circumstances prevent restoration. Extenuating circumstance includes the restoration of service outages or the requirement that the Customer or someone designated by the Customer to be present at the premises at the time of restoration.

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**351.08 Retirement of Cooperative Facilities.**

The Cooperative may, upon discontinuance of electric service to Customer, retire and remove all lines, equipment, apparatus, or other facilities which the Cooperative may have installed to provide electric service to Customer. The Cooperative may, however, abandon in place, in whole or in part its underground lines and equipment in lieu of removing such facilities.

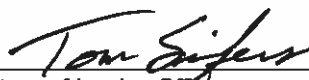
**351.09 Liability for Discontinuance of Service.**

The Cooperative shall not be liable for any damages of any kind or character resulting from discontinuance or disconnection made pursuant to these rules.

**351.10 Refund of Deposit.**

After disconnection of service, if service is not reconnected, the Cooperative shall refund the Customer's deposit, plus accrued interest on the balance, if any, in excess of unpaid bills for service furnished.

Advice Letter No. 23



Signature of Issuing Officer  
Tom Sifers, General Manager

Issue Date: December 1, 2016

Effective Date: January 1, 2017

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Part 4 – Definitions

370.00 Definitions.

Applicant.

A person requesting electric service from the Cooperative in the manner prescribed in the Cooperative's service rules and regulations.

Commission.

The Public Utilities Commission of Colorado.

Cooperative.

Mountain Parks Electric, Inc.

Distribution System.

The Cooperative's primary and secondary voltage conductors, transformers, switchgear, connection enclosures, pedestals, services, and other associated equipment used to provide electric service.

Electric Service.

Electric power and energy produced, or transmitted, or distributed, or provided, or made available by the Cooperative at the point of delivery together with all services and functions performed by the Cooperative.

Energy.

The capacity for doing work. The unit for measuring electrical energy is the watt hour, or kilowatt hour which is 1,000 watt hours (kWh).

Facilities.

All the plant and equipment of the Cooperative including all tangible personal property without limitation, in any manner owned, operated, leased, licensed, used, controlled, furnished, or supplied for, by or in connection with the business of the Cooperative.

Member.

Any person (customer) receiving electric service from the Cooperative.

Advice Letter No. 23

  
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 Tom Sifers, General Manager

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Customer's Installation.

All conductors, equipment, buildings, structures, or apparatus of any kind on the Customer's side of point of deliver, excluding only Cooperative's meter equipment.

Meter.

A device, or devices, together with auxiliary equipment, for measuring electric energy usage and/or demand and/or other data.

Municipality.

Any incorporated city, town, or village.

Non-Permanent Installation or Intermittent Use Installation.

Any installation other than a permanent installation.

Parties.

The Cooperative and an applicant or Customer.

Permanent Installation.

Any installation that is constructed on or permanently affixed to a foundation, and which is, or will be, used or occupied on a permanent full-time basis. A manufactured home or prefabricated structure shall qualify as a permanent installation only if it is installed on a foundation system according to regulations of the Colorado Department of Labor and Standards or is otherwise impractical to move and has the wheels, axles, and hitch or towing device removed, and if it is connected to a permanent water and sewer system.

Person.

Any individual, partnership, association, joint venture, corporation, or governmental entity.

Point of Delivery.

The point where the Cooperative's conductors are connected to the Member's conductors.

Premises.

A tract of land or real estate, including buildings or other appurtenances thereon.

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Rate Schedules.

Any schedule of rates approved by the Board of Directors and contained in Section II of these tariffs.

Regulatory Authority.

The Public Utilities Commission of Colorado, Rural Utilities Services, or the governing body of any municipality with which service is provided.

Rules, Service Rules, Service Rules and Regulations.

Any service rule or regulation of the Cooperative approved by the Board of Directors and contained in Section III of these tariffs.

Service Area.

The area or territory in which the Cooperative provides electric utility service.

Service Entrance Conductors.

Conductors provided by the Member extending from Member's electrical equipment to the point of delivery where connection is made to the Cooperative's conductors.

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