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## **Part I – 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 for initiation or renewal of service. An Application for Electric Service is filed when it is received (physically or electronically) by a Cooperative employee at any office of the Cooperative. Applications for Electric Service that are mailed or electronically delivered to the 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 under conditions prescribed by the Bylaws of the Cooperative.

#### **301.03 Offer to Purchase Electric Service**

Upon compliance with the provisions of Sections 301.01 and 301.02, the 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 and Service Rules and Regulations (“Service Rules”).

#### **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 Schedule and Service Rules. Each person who resides at the Premises to which service is delivered shall be deemed to receive benefit of service supplied and shall be liable to the Cooperative for payment, subject to conditions hereinafter stated, whether service is listed in his or her name. The primary obligor for payment is the Applicant or user in whose name service with the Cooperative is listed. The Cooperative reserves the right to pursue reasonable and timely efforts to affect payment by or collection from a user who is not the Applicant or user of record by transfer of an account.

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

At any time before the Cooperative has acted upon the offer to purchase Electric Service, the Applicant may revoke such offer by notifying the Cooperative.

**301.06 Choice of Rates**

Rate Schedules shall be on file at the offices of the Cooperative and available to Applicants for Electric Service. If there are two or more Rate Schedules applicable to any class of Electric Service the Cooperative will, upon request of the Applicant, explain and assist in the selection of the Rate Schedule most suitable for the conditions, character of installation or use of Electric Service most suitable for the 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 if 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 the Customers' Premises except for gratuitous services provided by the Cooperative. Charges are set forth in Section 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 the 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 an Applicant for residential service satisfactorily establishes credit by one of the following means he/she shall not be required to pay a deposit:

**1. Payment History**

If it is undisputed that the Applicant has been a Customer of the Cooperative or another utility providing electric service within the last twelve (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 the Applicant did not have more than two (2) occasions in which a bill for such utility service was paid after becoming delinquent and never had a service disconnected for nonpayment; or,

**2. Other Means**

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

- A. Proof that the Applicant has remitted current and consecutive payments for twelve (12) consecutive months in an owner-renter agreement to the Cooperative.
- B. Creditworthiness as determined by the Cooperative using commercially reasonable methods.

**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.

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In addition to 302.01 the Cooperative will require a deposit on Applicants for the following:

1. Act of Subterfuge

Subterfuge includes, but is not limited to, the use of a fictitious name or address by the 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.

2. 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 the estimated ninety (90) days' bill as determined by the previous usage history or as estimated by the Cooperative's 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 under the following circumstances:

1. Accounts that have more than two (2) delinquencies in the last twelve (12) month billing period; or
2. One (1) or more insufficient fund checks or one (1) credit/debit payment reversals in the last twelve (12) month billing period; or
3. 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
4. Where a person or 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.

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1. The required deposit for Small Power service shall be an estimated ninety (90) days' bill as determined by the previous usage history or as estimated by the Cooperative's personnel on the service load sheet.
    - A. Any Applicant who is a former Customer of the Cooperative, but who did not have Commercial or Small Power service for at least twenty-four (24) months within the last three (3) years shall be considered a first-time Applicant.
    - B. A former Commercial or Small Power Customer of the Cooperative who has a satisfactory payment history of twenty-four (24) months within the previous three (3) years, shall not be required to make a deposit.
  2. The required deposit for Large Power service shall be the Customer's estimated ninety (90) days' bill as determined by previous usage history or as estimated by the Cooperative's personnel on the service load sheet. The deposit for Large Power Customers is required regardless of previous credit with the Cooperative or any other utility.
    - A. An additional deposit may be required based on the previous twelve (12) months to be assessed at the discretion of the Cooperative.
  3. New construction Large Power service deposit is to be determined by the Cooperative based on the service load sheet and will be reassessed at six (6) month and twelve (12) month intervals thereafter.
  4. Any Applicant for Commercial, Small Power, or Large Power service at additional locations will be required to make a deposit as noted above at the new location. If said Applicant has maintained a satisfactory payment record on all other Commercial or Small Power accounts the deposit will be waived. All Large Power accounts will be required to pay the deposit.
  5. Satisfactory payment history shall consist of all of the following:
    - A. No discontinuance of service for nonpayment;
    - B. Zero notices of discontinuance sent to any account during the most recent six (6) month period;
    - C. No more than one (1) notice of discontinuance sent to any account during the most recent twelve (12) month period; and
    - D. No petition for bankruptcy has been filed by the Customer.

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**302.06 Deposit Refunds and Interest Paid on Deposits**

1. Except for Large Power Customers, the Customer's deposit or any balance to which the Customer is entitled, will be refunded upon the earlier to occur of:
  - A. Termination of service; or
  - B. The Customer maintains service for twelve (12) successive months without a notice of discontinuance of service for nonpayment, and the Customer is not delinquent on the current bill.
2. Upon return of a deposit, the Cooperative shall pay interest on such deposit at an annual rate as established by the Public Utility Commission.
3. Interest on a deposit shall accrue from the date of receipt by the Cooperative to the date the deposit is returned or credited to the Customer's account. In the event the Customer has an outstanding debt owed to the Cooperative, the deposit, including interest, shall be applied towards the debt prior to refunding to the Customer. If the Customer does not meet the refund criteria, then the deposit and interest will remain with the Cooperative.
4. For all Large Power accounts, the Cooperative shall refund the deposit plus interest in the form of cash to the Customer once the Customer has discontinued service and is no longer receiving service for the account the deposit was originally received for by the Cooperative. Interest will be paid out on a yearly basis and applied to the Customer's account. In the event the Customer has an outstanding debt owed to the Cooperative the deposit shall be applied towards the debt prior to refunding to the Customer.

**302.07 Reestablishment of Credit**

Before service is rendered, every Applicant, who previously had service discontinued by the Cooperative for nonpayment of a bill or meter tampering, or who owes the Cooperative for prior Electric Service, will be required to pay all amounts due the Cooperative or execute a deferred payment agreement, if offered, unless the past-due amount is discharged in a bankruptcy proceeding.

**302.08 Asymmetric Risk Credit Protection**

To the extent that a Customer's actual or estimated annual billing amount exceeds one percent (1%) of the Cooperative's total annual operating revenues, the Cooperative reserves the right, in its sole discretion, to require credit support in the form of a cash deposit or an accepted alternative. The Cooperative may reassess a Customer's actual or

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estimated annual billing amount at any time, including upon a material change in the Customer's operations or load profile.

1. The required credit support amount shall not exceed the Cooperative's estimate of the Customer's ninety (90) day bill at peak usage. The Cooperative reserves the right to adjust the required credit support amount, either upward or downward, at any time upon thirty (30) days written notice to the Customer.
2. In lieu of a cash deposit, the Cooperative may, in its sole discretion, accept a bank-issued letter of credit, surety bond, performance bond, or other form of credit support. Any alternative credit support must be replaced by the Customer no later than thirty (30) days prior to its expiration. Failure to replace expiring credit support shall entitle the Cooperative to require an equivalent cash deposit immediately.
3. The Cooperative reserves the right to make demand upon any deposit or credit support posted under this section at any time the Cooperative determines, in its sole discretion, that its exposure warrants such action, without waiting for a bill to become due or delinquent.
4. Credit support collected under this section shall be refunded upon the earlier of:
  - A. The Customer's termination of service; or
  - B. The Cooperative's determination, in its sole discretion, that the credit support is no longer necessary.

Payment of a deposit or posting of alternative credit support does not relieve the Customer from payment of current bills as they become due. No credit support proceeds shall be applied to any Customer indebtedness except bills for services provided by the Cooperative that are due or past due.

5. Customers subject to this section remain subject to all other provisions of these Service Rules, including the Cooperative's right to discontinue service pursuant to Section 351.02.

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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 these Service Rules.

**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 Service Rules. 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 or Customer shall:

1. Comply with the Law

The Applicant or 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

2. Comply with Service Rules

Applicant or Customer shall comply with the Service Rules of the Cooperative governing the service applied for; and

3. Customer's Installation

Applicant's or Customer's installation shall be constructed in accordance with all applicable codes and regulations, and the Applicant or Customer shall provide the Cooperative with any approval or other certificate that may be required by law or ordinance; and

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#### 4. Easement

A contract for Electric Service, or receipt of service by the 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 the Customer. If required by the Cooperative before service is connected, the Applicant or Customer shall grant to the Cooperative at the Customer's expense an easement, the form and content of which is satisfactory to the Cooperative, for service to the Applicant or Customer's property, including a looped underground system (Section 305.03, 3.). If service to the Applicant or Customer's property requires crossing of an adjacent property, the Applicant or Customer shall secure to the Cooperative, at the Customer's expense, an easement for such crossing, the form and content of which is satisfactory to the Cooperative.

In the event the Applicant or 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 Revised 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 or 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 Applicant or Customer's Premises at Customer's request and expense provided the Applicant or 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 or 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 vacating of the easement on the Applicant or Customer's property.

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5. Construction Charges

Applicant or Customer shall fulfill all obligations for the payment of construction charges in the manner prescribed under the Service Rules and the Electric Service Construction Standards governing line extension.

**303.04 Refusal of Service**

The Cooperative may refuse service if:

1. Fulfillment of Conditions Precedent

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

2. Indebtedness

If Applicant has failed or refused to pay any indebtedness to the Cooperative for previously provided Electric Service, programs, or reconciliation of project costs for current or past project(s) which has not been discharged in a bankruptcy proceeding; or

3. Credit

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

4. Hazardous Conditions

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

5. 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.

6. 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.

**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:

1. Delinquency in payment for service by a previous occupant of the Premises to be served; or
2. Failure to pay for merchandise, or charges for non-utility service purchased from the Cooperative; or
3. 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
4. Unless an identifiable safety hazard exists, 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
5. 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
6. 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 the Applicant'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.

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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.

Primary line extension contracts shall require installation of underground electric lines in all areas except where, as determined in the sole judgment of the Cooperative, one of the following conditions exists:

1. Overhead line extensions may be allowed in rural areas across open ground where trees have not normally grown in the past.
2. 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.
3. 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.
4. 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.

**305.02 Point of Delivery****1. 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

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entrance wiring beyond the Cooperative's Point of Delivery. All points of delivery are listed within the Electric Service Construction Standards.

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 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.

2. Point of Delivery-Temporary Construction Service

The Cooperative realizes that some Customers may need to take temporary construction service at a Point of Delivery. Temporary points of delivery are defined within the Electric Service Construction Standards.

**305.03 Permanent Service**

The Cooperative will extend its electric Distribution System to serve permanent Customer installations under the following provisions.

1. Applicability

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

2. 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:

- A. Direct costs of the Cooperative including labor, materials, equipment, travel time, contracted services, permits, fees, right of way acquisition, and any costs directly chargeable towards the line extension work.
- B. 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.
- C. Engineering deposits are applicable. Upon completion of all work in accordance with contract terms, variances between final construction charges and contract payments exceeding \$2,500 shall be charged or refunded to the Customer as applicable.

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Refer to Section 205.00 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.

3. 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 electric 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, less salvage value. The Customer will be responsible for 100% of the direct and indirect costs for the retirement/removal of service.

Temporary service may only be in service for two (2) years. If the temporary service is required for a longer timeframe, the Applicant must resubmit for service.

**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 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. 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.

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**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 the 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 the Customer fails or refuses to allow the Cooperative access to the Cooperative's Facilities at any time then the 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 within the guidelines of the Electric Service Construction Standards.

**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 estimated charges. Upon completion of all work in accordance with contract terms, variances between final construction charges and contract payments exceeding \$2,500 shall be charged or refunded to the Customer as applicable.

**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 Schedules to operate, maintain, and eventually replace Facilities, the Cooperative may require additional charges for such costs under a special contract.

**305.09 Non-Standard Equipment**

The Cooperative shall require a non-refundable upfront payment for the cost of non-standard equipment and/or spare transformer when in the sole judgment of the Cooperative such a purchase is necessary to provide Electric Service. Non-standard equipment is equipment specifically needed for the reliability and service of a Customer's service needs but is not normal inventory and is considered a special order. This can include switchgear, protective equipment, spare transformers, and other major material. All non-standard equipment purchased is property of the Cooperative.

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**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 starting at the in-service date and during the initial five (5) years of operations of these Facilities for any new or upgraded services that would be served by the upgraded Facilities.

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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:

1. 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 percent (5%) or greater than the cost of the overhead extension or the Cooperative's most economically designed route.
2. 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.
3. 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 subdivisions 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 plus the cost to retire the existing facility, less salvage, will be applicable to the surcharge.
4. The surcharge would be applicable to all system Facilities including main and secondary distribution feeders and transmission lines.
5. Installation costs will include all related components and engineering safeguards to ensure that the underground system operates and performs equivalent to an

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- overhead operating system. The necessary apparatus to ensure maximum protection and integrity to the underground cable and components will be provided.
6. The surcharge will be based on the investment as defined in paragraphs 2. and 3. 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 Customers will be the same for all classes of service.
  7. 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.
  8. 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.
  9. 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.
  10. 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.
  11. If anything herein conflicts with the Extension Regulations contained in the Service Rules 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.
  12. This specific Section 306.00 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 has been paid for by the Customer.

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

Objects including posters, banners, placards, satellite dishes, radio or television antennas, or other objects will not be allowed to be attached to poles of the Cooperative without consent 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 within the first quarter of the current year on the basis of the December 31st 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 annual Cooperative kW during the previous calendar year (Form 7, part R) will be divided by the estimated service capacity calculated above.

Formula:

$$\text{Capacity Charge per kVA} = \left[ \frac{100\% * GL362.00 + 40\% * GLs 364 thru 367}{54.15 * \text{number of services}} \right] * \left[ \frac{\text{total of MPEI kW}}{54.15 * \text{number of services}} \right]$$

This capacity charge per kVA will be multiplied by the service kVA to determine the capacity charge for the new or upgraded service. Capacity charges are listed in the Electric Service Construction Standards.

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  $\sqrt{3}$  (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. All electric services shall be metered using an Advanced Metering Infrastructure (AMI) meter, except where special contracted terms have been established for large or non-standard services. Special meters not conforming to such standards may be used for investigation or experimental purposes.

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**310.00 Reserved**

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**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 a Regulatory Authority with jurisdiction 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 acted upon the offer to purchase Electric Service and a contract has been formed, but before electric energy has actually been received by the Customer, the Customer may cancel the contract.

## Part 2 – Electric Service

### **320.00 Electric Energy**

#### **320.01 Delivery of Electric Energy**

If the Applicant has satisfied all conditions and performed all obligations contained in the foregoing Service Rules, the Cooperative shall provide electric energy to the 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**

##### 1. Standard Voltages and Special Requirements

The following voltages and system descriptions are available, at the Cooperative's option, from the Cooperative. Normally only one nominal secondary voltage Distribution System is available in each 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. Provides single phase 120v on a 3-phase system.

<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.

The Cooperative will provide service to the Customer at a single voltage in the amount of capacity required to each Point of Delivery requested by the Customer in

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

Voltage will be delivered within 5% of nominal voltage under normal operating conditions and 10% under emergency or non-standard operating conditions.

2. 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 sixty (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 or electricians for guidance on planning and installing new or upgraded Electric Service.

**321.01 Overhead Service Drop**

Electric Service may be 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 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 or building for each consuming facility. Underground service will be installed, and the meter(s) will be banked in a central location at the owner's expense. Additional platted utility easements are required for banked or ganged metering.

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

Master metering is limited to existing installations. (Master metered prior to December 31, 2015.)

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 provision:

1. Mobile Home Parks containing three (3) or more mobile home sites – for the purpose of billing under the General Service Rate, the System Access Charge shall be multiplied by the number of units served through the master meter.

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**321.04 Multi-Residential or Multi-Use Buildings**

1. For properties that provide individual ownership of space or long-term leases within one building, Electric Service will be provided through individual meters for each living unit or commercial unit space. Electric service lines must be routed outside of the building within utility easements or on the property served without encroaching of adjacent lots. Additional platted utility easements are required for banked or ganged meters. System Access Charges will apply to each residential and/or commercial unit space.
2. For properties that provide individual spaces that cannot be individually owned and HOA fees or management companies include utilities within the rent/lease of the unit, Electric Service will be provided through an individual meter per building. Commercial space is excluded and must be individually metered per unit space; the System Access Charge will be based on the rate class of the commercial space.  
  
Individually metered units shall remain individually metered for the life of the building.
3. Properties that serve as hotels or motels where living areas and conference rooms are contained within one building, Electric Service will be provided through an individual meter per building. System Access Charges will be based on the rate class of the commercial space.
4. Buildings containing three (3) or more units – for the purpose of billing under the General Service Rate, the System Access Charge shall be multiplied by the number of units served through the master meter.

**321.05 Hotels, Motels, Guest Ranches and Resort Spas**

Properties that serve as hotels or motels where living areas and conference rooms are contained within one building, Electric Service will be provided through an individual meter per building. The System Access Charge will be based on the rate class of the commercial space.

**321.06 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 the adjacent lots. Additional platted utility easements are required for banked metering.

**321.07 Duplexes**

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Electric Service is provided through individual meters for each living unit 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 Service 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 safest and 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 the 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, loss of phase for 3-phase services 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 an uninterruptible power supply via a backup generator or battery. All such devices 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. The Cooperative requires Customers to notify the Cooperative of all such devices.

**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 Customer's Receipt and Use of Electric Energy****323.01 Receipt of Electric Energy**

The Customer may not connect Customer owned lines to another source of electric energy in a manner that may permit electric energy to flow into the Cooperative's system from such source without a written agreement with the Cooperative. For generation interconnection, refer to Section 341.00.

**323.02 Customer's Use of Electric Energy****1. 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 Electric Service and being billed.

**2. Resale Prohibited**

The Customer shall not resell electric energy unless specifically provided for in writing by the Cooperative. Resale for electric vehicle charging shall be exempt.

**3. 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 the Cooperative and then only where energy is to be used by the 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.

**4. 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****1. Load Balance**

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

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## 2. Motor Starting Requirements

All motors shall be installed in conformance with the National Electrical Code. The Cooperative permits across the line starting of electric motors where the 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 the Cooperative determines that the operation of electric motors with full voltage starting adversely affects Electric Service, the 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.

## 3. Intermittent Electrical Loads

Electric Service to equipment 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 the Cooperative.

## 4. Equipment Necessary to Limit Adverse Effect

The Cooperative may require the Customer to provide at the Customer's expense suitable apparatus to limit the effect of voltage fluctuations caused by electric equipment in the Customer's installation where the Customer is found to be operating electric equipment 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 the Customer to install such suitable or special equipment limiting such adverse effect, the Cooperative may, at its option, install at the Customer's cost additional transformer capacity or other equipment specially designed to reasonably limit such adverse effect.

The 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

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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.

5. Voltage and Wave Form Sensitive Equipment

A Customer planning the installation of electric equipment 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.

6. Change in Customer's Electrical Load

The Customer shall notify the Cooperative when the Customer's electrical load is to be changed substantially in order for the Cooperative to ensure its Facilities are adequate. If upgrades for the change in the Customer's equipment are required, the Customer shall be responsible for all costs associated with the upgrade.

**323.04 Power Factor**

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

**323.05 Access**

Access will be admitted to the Customer's Premises at all reasonable hours to personnel authorized by the Cooperative to inspect, install, remove, or replace the 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 the Cooperative constitute a hazard to the Cooperative's personnel or Facilities, or jeopardize the providing of continuous Electric Service. Refusal on the part of the Customer to provide reasonable access for the above purposes may, at the Cooperative's option, be sufficient cause for discontinuance of service.

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

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

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In the event of loss of, or damage to Cooperative Facilities on the Customer's Premises caused by or arising out of carelessness, neglect, or misuse by the Customer or unauthorized persons, the Cooperative may require the 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 the 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. Fees associated with tampering with the meter are in Section 204.13.

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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(s) applicable to the rate class or classes of service furnished to the Customer and these Service 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 Electric 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. Rates that include a Demand component, the Demand will be expressed in kW. Electric energy usage is measured at the meter 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. 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 the Customer's meter. 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 Section 204.06. Also, the Customer shall be responsible for the test cost incurred to have an independent test facility perform the meter testing.

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 a meter shall not be longer than provided as follows:

Meter Test Schedule	
Alternating current watt-hour meter:	
1. Meters used with instrument transformers:	2 years
A. Poly-phase meters	2 years
B. Single phase meters	8 years when new
2. Self-contained poly-phase meters	2 years
3. Self-contained single-phase meters and three wire network meters	8 years

Demand meters:	
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 2 years

**324.06 Billing Adjustments**

Refer to Section 203.00.

**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).

The Customer 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 daily System Access Charge will be made when a new meter is connected and then disconnected within any one (1) billing period.

**324.09 Idle Services Charge**

Refer to Section 204.04.

**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 30 days from the billing date, the account will be considered delinquent and may be subject to disconnection in accordance with the Rules set forth in Section 351.02.

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**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.

Customers shall not be required to pay the disputed portion of the bill which exceeds the 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 with a Customer who demonstrates a temporary inability to pay amounts due to the Cooperative or any portion thereof.

Entry into a deferred payment plan is not a right and may be denied based on the Customer's payment history, prior arrangements, meter tampering, bypass or diversion, or other relevant factors.

While a Customer is in compliance with a deferred payment plan, Electric Service shall not be discontinued for nonpayment of amounts covered by the arrangement, provided all current charges are paid as they become due and a reasonable portion of the outstanding amount(s) owed.

Failure to comply with the terms of a deferred payment plan shall constitute grounds for eligibility for discontinuance of service in accordance with Section 351.00.

**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

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calculation factor of 105% divided by twelve (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 (6) months and nine (9) 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. The Cooperative 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 percent (25%), nor be less than fifteen percent (15%).

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 \$20, 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 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

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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 (3) 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 three (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 (6) 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 (6) 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 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****1. 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 showing the Facilities available for service.

**2. Cost of Providing Service**

If a prospective residential Applicant requests service, the Applicant 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.

**3. 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 paper copy of any applicable portion of the Tariff will be provided upon request. Tariffs are posted on the Cooperatives website. Notice of the availability of such Tariffs is posted in each business office in the same area where applications for service are received.

**4. Meter Reading**

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

**325.02 Customer Complaints**

1. 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.
2. 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.
3. Upon receipt of a complaint by letter from the Public Utilities Commission (PUC) on behalf of a Customer, the Cooperative shall make a suitable investigation and advise

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

4. 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 (2) 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 (25kW).
  - B. For commercial or industrial Customers, up to twenty-five kilowatts (25kW); 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.

#### **330.03 Net Metering Service**

For existing service the Cooperative will provide, install, own, operate and maintain a single meter (or meters) to measure electric energy flow in each direction as necessary

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to bill net metered energy. For new service the Customer shall be responsible for all costs associated as outlined in Section 305.00.

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**

1. The rates and charges for retail Electric Service to the Customer shall be based on the Cooperative's applicable Rate Schedule for the Customer's Premises. The Customer shall be billed monthly for Demand and System Access (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).
2. 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.
3. 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 twelve (12) months. Any remaining unused credit balance shall be paid to the Customer.
4. Time-of-Use Service: For Customer-Generators billed under a time-of-use Rate Schedule, 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 3. 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 Statute § 40-2-124, as follows:

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1. 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.
  2. 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.
  3. 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 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 Service Rules. In the event of a transfer of ownership, a new agreement will be required.

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**340.00 Reserved**

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**341.00 Generation Interconnection Application Charges****1. Applicability**

Applicable to the Cooperative's Customers who wish to interconnect and operate a small generator in parallel with the Cooperative's electrical system, subject to the provisions of the Cooperative's Generation Interconnection Procedures and the established Tariffs and Service Rules of the Cooperative and all applicable laws.

**2. Charges**

The charge for interconnect application shall be as follows:

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|--|-----------|
| A. For generation with nameplate capacity less than or equal to 25 KW  | \$250.00  |
| B. For generation with a nameplate capacity greater than 25 KW and less than or equal to 100 KW  | \$600.00  |
| C. For generation with a nameplate capacity greater than 100 KW  | \$1000.00 |
| D. The Cooperative 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 – Discontinuance 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 give a minimum of three (3) days' notice to the Cooperative to that effect, unless otherwise specified in the rate or applicable contract, in order to allow time for final meter reading and discontinuance of service. The Customer shall make a written request identifying the Customer account, 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. Where such notice is not received by the Cooperative, the Customer shall be liable for service until final reading of the meter.

The Customer shall be liable for any property damages sustained as a result of the requested discontinuance of service.

The Cooperative shall notify or inform the Customer requesting the discontinuance of service of Section 204.04.

#### **351.00 Cooperative Initiated Discontinuance**

##### **351.01 Reasons for Discontinuance**

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

1. **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

2. **Deferred Payment Plan**

If the Customer fails to perform any obligation under the terms of a deferred payment agreement; or

3. **Interference with Service**

If the 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

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made a reasonable effort to notify the Customer and provided there has been a reasonable opportunity to remedy the situation; or

4. Failure to Make Application for Service

If the Customer fails or refuses to make application for Electric Service in accordance with these rules, or

5. Refusal of Access

If the Customer fails or refuses to provide the Cooperative reasonable access to its Facilities located on the Customer's Premises; or

6. 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

7. Comply with Law

If the Customer fails or refuses to comply with any applicable Federal, State, Municipal, or other law, ordinance, rule or regulation; or

8. Back-billing

If the 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). See Section 203.00 for information on billing adjustments; or

9. Hazardous Condition

When a hazardous condition exists in the Customer's installation or equipment; or

10. Meter Tampering

If the Cooperative's meter which serves the 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, and other electrical and mechanical means of tampering with bypassing, or diverting electrical service or there has been a theft of Electric Service; or

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### 11. Insufficient Fund Checks

Payments made for Electric Service by personal checks or credit/debit card payment 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.

### 12. 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**

### 1. Notification

Other than as set forth elsewhere in this Part 3, discontinuance of Electric Service shall not occur for any rate class for violation of any rule or regulation of the Cooperative or for nonpayment of any sum due for Electric Service except upon written notice mailed by first class mail, physically delivered, or sent by electronic delivery at least ten (10) days in advance of the proposed discontinuance of service date for Residential<sup>1</sup> Customers and Small Commercial<sup>2</sup> Customers or three (3) days for Large Power<sup>3</sup> Customers, except for multi-unit dwellings specified in Section 351.03 – Multi-Unit Dwellings, advising the Customer the particular rule(s) or regulation(s) that has been violated for which service will be discontinued and/or the amount due and the exact date by which the same shall be paid to avoid discontinuance.

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

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<sup>1</sup> The current Residential rate classes include: General Service Small (1R, 1RCON), General Service Whole-Time-of-Use (1RWHO, 4RCON) and General Service Time of Use (TOU).

<sup>2</sup> The current Small Commercial rate classes include: General Service Small (1C, 1CCON) and Small Power (6).

<sup>3</sup> The current Large Power rate classes include: Large Power (7, 7NC, 7P), Large Power Demand (8, 8P), and Level 3 Electric Vehicle Charger (8EVC).

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In the event the Customer has previously executed a third-party notification form indicating a third-party to whom notices of discontinuance or terminations are to be sent, written notice shall be mailed by first-class mail, physically delivered, or sent by electronic delivery at least ten (10) days in advance of proposed discontinuance to said third-party for Residential Customers and Small Commercial Customers and three (3) days in advance for Large Power Customers.

A. Disconnection Timing

- (1) Service will not be disconnected sooner than forty-five (45) days after the original billing date for Residential Customers and Small Commercial Customers and forty (40) days for Large Power Customers.
- (2) 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 or any federally observed or Cooperative observed holiday.

B. Deferred Payment Plan

- (1) On or before the notice of discontinuance, the Customer may avoid disconnection by:
  - (a) Paying at least one-third of the total balance due; and
  - (b) Entering into a deferred payment plan as specified in Section 324.12 – Deferred Payment Plan.

C. Additional Provisions

- (1) The Cooperative will work with the Customer to avoid disconnection by:
  - (a) Offering a deferred payment plan.
  - (b) Referring the Customer to financial assistance resources, when applicable.
  - (c) The information included in written notices shall be provided in English and Spanish as necessary to adequately inform the Customer.
- (2) The Cooperative will not take payment from a Customer in the field to avoid the discontinuance of Electric Service for insufficient payment of the Customer's account.

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## 2. Discontinuance Without Notice

Electric Service may be disconnected without any notice to the Customer if:

- A. 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 Customer's or the Cooperative's lines, apparatus or appliance which is found to be dangerous to life, health or safety of any person.
- B. 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 Customer of the ordinances, statutes or regulations applicable to the service. The Cooperative shall not be responsible for ascertaining such conditions.
- C. Service having been discontinued in accordance with these Service Rules 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 first class mail 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 to personal contact for failure to pay each new bill within thirty (30) days of issuance.

### **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

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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 thereof 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 affected 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 the 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 installment payment plan arrangement, in order to avoid discontinuance of Electric Service.

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**351.05 Discontinuance Prohibited**

Unless otherwise provided for within the Service Rules, discontinuance by the Cooperative is prohibited for the following reasons:

1. Delinquency in payment for utility service by a previous occupant on the Premises;
2. Failure to pay for merchandise, or charges for nonutility service provided by the Cooperative;
3. Failure to pay for a different type or class of utility service unless fee for such service is included on the same bill;
4. 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;
5. 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;
6. 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;
7. 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;
8. 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;
9. For non-payment of any sum due which is less than thirty (30) days past due; nor shall any notice of intent to discontinue service be sent with respect to any amount which is not thirty (30) days past due.

**351.06 Effect of Discontinuance of Service****1. Customer's Obligations**

Discontinuance of service shall not relieve the Customer from any obligation to the Cooperative or lessen or change any obligation in any manner.

**2. 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.

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Failure of the Cooperative to discontinue Electric Service at any time after default or breach of these Service Rules, the rate under which the 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 the Customer.

### **351.07 Restoration of Service**

Where service has been discontinued in accordance with these Service Rules, the Cooperative shall restore service after the Customer has fully eliminated the cause for discontinuance, including payment of all outstanding charges, penalties, deposits, and applicable fees.

Service restoration shall be performed during the Cooperative's regular business hours and subject to the availability of personnel. If payment is received by 12:00 p.m. on a business day, restoration will generally occur that same business day. Payments received after 12:00 p.m., on weekends, or on holidays shall be restored on the next business day the Cooperative is open.

The Cooperative shall not be required to restore service outside of normal business hours. Restoration may be delayed due to extenuating circumstances, including but not limited to system outages, emergency conditions, safety concerns, staffing availability, or when the Customer or a designated representative is required to be present at the Premises at the time of restoration.

### **351.08 Retirement of Cooperative Facilities**

The Cooperative may, upon discontinuance of Electric Service to the Customer, retire and remove all lines, equipment, apparatus, or other Facilities which the Cooperative may have installed to provide Electric Service to the 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 the discontinuance or disconnection made pursuant to these Service Rules.

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**351.10 Refund of Deposit**

After discontinuance 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.