



**POUDRE VALLEY REA, INC.**

# **RULES AND REGULATIONS**

## **OUR MISSION**

*We are committed to providing safe, reliable, efficient energy solutions with exceptional service to our members.*

Effective Date: ~~April 21, 2020~~ February 1, 2023

**POUDRE VALLEY REA, INC.  
RULES & REGULATIONS**

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## **POUDRE VALLEY REA, INC. RULES & REGULATIONS**

### **Section 1 General Statement**

#### **1.1 General Statement**

The Association is ready, willing and able to serve all electrical loads within its certificated service territory. All electrical loads within the certificated service territory of the Association shall be served by the Association as provided in the Tariffs, Rules and Regulations of the Association. No other utility will be permitted to serve any electrical load in the Association's certificated service territory without the express written consent of the Association.

1.1.1 The following Rules and Regulations set forth the terms and conditions under which Electric Service is supplied; and the Rules and Regulations govern all classes of service in all the territory served by the Association. The Rules and Regulations are subject to terminations, changes or modification, in whole or in part, at any time as provided for in the Rules and Regulations.

1.1.2 Electric Service furnished by the Association is also subject to the provisions of the Association's Articles of Incorporation, Bylaws, and the Rules and Regulations as may from time to time be adopted by the Board of Directors of the Association.

#### **1.2 Application of Rules**

1.2.1 All Electric Service shall be subject to the Tariffs, Rules and Regulations contained herein, together with those Rules and Regulations applicable to the individual class of service taken by the consumer, with such supplements and revisions thereto as are from time-to-time in effect.

1.2.2 The adoption of these Rules and Regulations shall in no way preclude the Association from altering or amending the same in whole or in part, as provided for hereinafter. In special cases, not contrary to statute, the Board of Directors of the Association may be asked to permit deviation from these Rules and Regulations if the Association finds compliance therewith to be impossible, impracticable or unnecessary. These Rules and Regulations shall not in any way relieve the Association from any of its duties under the laws of the state of Colorado.

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### **Section 2 Definitions**

#### **2.1 Definitions**

The following expressions, when used in these Rules and Regulations shall, unless otherwise indicated, have the meanings given below.

2.1.1 Applicant means a Person who applies for Electric Service and who either has taken no previous Electric Service from the Association or has not taken Electric Service from the Association within the most recent thirty days. Each Applicant for Electric Service shall become a Member of the Association unless the Applicant specifically requests in writing at the time of the application that the Applicant not become a Member of the Association.

2.1.2 Association means Poudre Valley Rural Electric Association, Inc., Fort Collins, Colorado.

2.1.3 Bill Components means all of the following charges and costs:

2.1.3.1 Facilities Charge is the charge for service that is derived from the Association's fixed costs for that Consumer rate class.

2.1.3.2 Energy Charge is the charge associated with the consumption of electricity over a period of time.

2.1.3.3 Demand Charge is the charge associated with the maximum rate of flow of electricity demanded at one point in time during a billing period.

2.1.3.4 Franchise Fees are those fees imposed upon the Association by Franchise Agreements with public entities. Franchise Fees also include any occupation tax or other fee or tax imposed on the Association that is related to the occupation of public areas within any municipal, county, state or federal government area by the Association or its facilities.

2.1.3.5 Taxes means Sales and Use Taxes associated with any state, city, or county.

2.1.3.6 Adjustments are charges or credits associated with the Customer's bill including, but not limited to:

2.1.3.6.1 Misread meters

2.1.3.6.2 Transfer amounts from one account to another

2.1.3.6.3 Delinquent charges

2.1.3.6.4 Collection fees

2.1.3.6.5 Tampering fees

2.1.3.6.6 Over/under payments

2.1.3.6.7 Transfer amount for other charges due the Association

2.1.3.6.8 Estimates of usage

2.1.4 Board means the Board of Directors of the Association.

2.1.5 Change in Rate means any change in a Tariff which has the effect of changing any Rate for Electrical Service to an existing Member or Consumer for any amount due the Association.

2.1.6 Change in Rule means any change in a Tariff which has the effect of changing the Rules and Regulations of this Association for existing or future members or consumers.

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2.1.7 Complainant means a Person filing a Formal or Informal Complaint with the Association.

2.1.8 Complaint means any objection or disagreement about any Tariff or Rule and Regulation of the Association by a Member or Consumer or the application of any Rule or Regulation to a Member or Consumer. A Complaint may be Formal or Informal and the process for handling of a Complaint shall be subject to these Rules and Regulations.

2.1.9 Consumer means any person, group of persons, entity, partnership, firm, corporation, institution, any agency of the federal, state or local government, any agent, any employee, their lessees, trustees, or receiver appointed by any court, contracting for any classification of Electric Service from the Association.

2.1.10 Consumer's Installation means the wiring and apparatus owned by the Consumer on the Consumer's side of the Point of Delivery (except the Association's meter).

2.1.11 Contribution-In-Aid Of Construction means the amount paid by the Applicant to the Association as the total amount of the cost of the Association for any line extension that is directly or indirectly for the use or benefit of the Applicant in providing new or altered Electric Service to the premises of the Applicant. The Contribution-In-Aid Of Construction shall include without limitation all on site (being on the premises to receive Electric Service) or off site (being on premises outside of the premises to receive Electric Service whether public or private) costs necessary for the extension of such electric facilities for primary and secondary overhead or underground electric distribution facilities (no matter what voltage), transformer(s), easement(s), right of way, tree trimming, special housing, special supports, lightning arrestors, protective equipment, permits and other expenses of every kind or nature. The Contribution-In-Aid Of Construction shall not include the cost of meter(s).

The Contribution-In-Aid Of Construction shall include the necessary cost of the particular extension to meet the peak load of the Applicant, but it shall not include or be determined with reference to provision for additional capacity, size, or strength in excess of the necessary facilities to meet the actual peak load requirements of the Applicant and the requirements of the National Electrical Safety Code and accepted industry practice. The determination of the necessary electric and other facilities for the new or increased service shall be made solely by the Association under its construction standards. In the assessment of the amount of the Contribution-In-Aid Of Construction the Association shall take into account the facilities planned for construction by the Association at its expense under its most current approved Construction Work Plan; and the Association shall not take into account any long-term plan of the Association. The Association may also assess as part of the Contribution-In-Aid Of Construction a capacity charge based on the size of the Applicant's load.

2.1.12 Delivery Point means the point of connection separating the Association's electric system from the Consumer-owned electric facilities.

2.1.13 Easement means an interest in real property that provides exclusive rights of the Association to place its electric distribution system on land of a party. The form of the Easement shall be determined by the Association and shall be adopted as a part of the Tariffs of the Association. No employee, except for the Chief Executive Officer of the Association, shall alter any of the terms of the Easement; and the Chief Executive Officer shall consult the Association's legal counsel regarding any proposed modification to the Easement Form. Easement shall also mean any franchise, permit, license or other right to occupy public property that is accepted by the Association.

2.1.14 Electric Service means both to the point of service and the use of electricity.

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2.1.15 Fee means and includes any charge, fee, penalty or Deposit related to the providing of Electric Service.

2.1.16 Formal Complaint means a document that may be filed with the Association by any Member or Consumer of the Association complaining about (1) the Tariffs charged by the Association, (2) the manner in which Electric Service is provided by the Association, and (3) changes in Rates or Rules and Regulations of this Association.

2.1.17 Indeterminate Service means Electric Service to mines, quarries, oil wells, industrial and commercial enterprises of speculative purposes, real estate subdivisions, development [change of use] of property for sale, enterprises where the Applicant will not be the user of service, where there is little or no demand for service, tenant houses, house trailers, rental property and to other service where the amount and permanency of service cannot be reasonably assured.

2.1.18 Indirect User means any person who is not a Member or Consumer but who receives electric service from the Association.

2.1.19 Idle Service means an Electric Service that has been disconnected and has remained disconnected for more than thirty days. If an Electric Service has been idle for twelve consecutive months, and if there is no contractual obligation of the Consumer with the Association to retain the Electric Service, then the Association may at its option remove the Electric Service without giving prior notice to the Consumer. The Association in such event may remove all of the Association's Property including, without limitation, poles, lines, cable, service drops and appurtenances.

2.1.20 Informal Complaint means a Complaint that may be resolved without formal order. An Informal Complaint may be in writing and must contain such facts and other information, including supporting data and documents, to adequately state the circumstances by which any act or thing done or omitted to be done by this Association, including any Rules, Regulations or Charges heretofore established or fixed or proposed to be established or fixed, is in violation, or claimed to be in violation, of any provision of law or of any order or Rule of the Association.

2.1.21 Line Extension Contract means the form of contract prepared and adopted as a standard form contract between an Applicant for Electric Service and the Association. The Line Extension Contract form shall be adopted as a part of the Tariffs of the Association. No employee, except for the Chief Executive Officer of the Association, shall alter any of the terms of the Line Extension Contract; and the Chief Executive Officer shall consult the Association's legal counsel regarding any proposed modification to the Line Extension Contract form.

2.1.22 Local Newspaper means a newspaper of general circulation in any part of the service area of the Association.

2.1.23 Member means a Member of the Association as defined in the Bylaws of the Association.

2.1.24 Permanent Service means an Electric Service to a domestic, commercial or residential Consumer when the use of service, both as to amount and permanency, can be reasonably assured.

2.1.25 Person means any natural person, firm, partnership, corporation, company, association, joint venture or any other legal entity.

2.1.26 Prepaid Metering means payment in advance for Electric Service with prepaid account balances decreasing as Electric Service is delivered.

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2.1.27 Presiding Officer means the Chair of the Association or such individual as may be designated by the Board to conduct a hearing under these Rules and Regulations. A Presiding Officer need not be a Director, Member or Consumer of the Association.

2.1.28 Rate means and includes any rate, fare, toll, rental or charge related to the sale of energy, demand or lighting fixture.

2.1.29 Remote Disconnection/Reconnection means an Association representative is not physically present at the Delivery Point at the time of disconnection/reconnection.

2.1.30 Rule and Regulation means any Rule or Regulation related to providing the service of electricity by the Association.

2.1.31 Standard Service Voltage (Service Voltage) means the Association's standard nominal voltages for its secondary voltage distribution systems which currently are 120/240 volt, single-phase, three-wire; ~~240-volt or 480-volt, three-phase, three-wire~~; 120/240, three-phase, four-wire delta connected; and where available, 208 volt, three-phase, three-wire, or 120/208 volt or 277/480 volt, three-phase, four-wire wye connected.

~~Note: Because of the safety hazards involved utilizing three-wire, three-phase, 480-volt service at any great distance, the Association will supply only 277/480-volt, four-wire on a new service if it is known that the power will be used more than three hundred feet from the metering point.~~

2.1.32 Subterfuge includes, but is not restricted to, an application for Electric Service at a given location in the name of another party by an Applicant or a Person acting on behalf of another party whose account is delinquent and who continues to receive benefit of the service at that or another location.

2.1.33 Tariff means and includes any Rate, classification, Rule and Regulation, policy or contract relating to or affecting any electric rate, classification, or service, or any privilege or facility.

2.1.34 Temporary Service means Electric Service to a project or enterprise for which the uses of electricity may be of a short duration by its nature. Examples of Temporary Service include, circuses, bazaars, fairs, concessions, and similar enterprises, construction works, and similar loads of a temporary nature and ventures of such uncertain speculative character that the permanency of the load is questionable such as coal and metal mining or oil and gas production operations during the preliminary or development period, or any service required for less than eighteen months [except heavy construction projects such as dams or tunnels or like loads] that may require service for a known period longer than eighteen months.



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**Section 3 Information for Consumers and the Public**

**3.1 Information for Consumers and the Public**

3.1.1 The Membership List is private information of the Association. Neither the Membership List nor portions of it will be distributed or sold to any individual or organization for any purpose unless approved for a proper use by the Board.

3.1.2 Literature or information relevant and germane to the business of the Association and endorsed by the Association may be mailed or sent electronically to the Members by the Association. Other literature or information may be mailed or sent electronically to Members of the Association by the Association for purposes approved by the Board. The Association retains the right to refuse or deny to any Person the effective use of the Association's Membership List or portions thereof to disseminate literature or information not approved by the Board. The Association may require the prepayment of any expenses associated with such mailing or electronic delivery to be paid in advance of the mailing or electronic delivery.

3.1.3 The Person seeking to disseminate literature or information to the Membership may make use of the Complaint procedure to seek review of the President and Chief Executive Officer's decision as to whether or not such literature or information conforms to the above criteria.

3.1.4 Candidates running for the Board may make use of the Membership List to distribute information to the Members regarding their candidacy. The cost for the provision of any such mailing must be paid to the Association in advance. A candidate for the Board who has submitted a validated Petition under the Bylaws of the Association for candidacy for election to the Board may obtain a list of Members with addresses in electronic format by signing an agreement and request for such list.

3.1.5 Any Member or other Person other than law enforcement agencies, financing institutions or regulatory agencies desiring information about the business or affairs of the Association or desiring access to its books, records or minutes, must file a written application therefore with the Association, which shall include the following:

- 3.1.5.1 Name, address and relationship to the Association of the Person or organization making the application;
- 3.1.5.2 Name, address and relationship to the Association of all Persons, or organizations for whom the information is desired or to whom the applicant proposes to show or share such information;
- 3.1.5.3 Nature and details of the information desired;
- 3.1.5.4 Purpose or purposes for which the information is desired;
- 3.1.5.5 A statement as to what additional information or access to records and personnel will be requested if the initial information is supplied as requested; and
- 3.1.5.6 The dates and times during which the Applicant desires access to books, records, minutes and personnel.

3.1.6 The Association shall, on request, explain to any of its Consumers the method of reading meters.

3.1.7 The Association shall make available all Rate schedules applicable to Consumers at its office and/or on its website.

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3.1.8 The Association, on request of a Consumer, shall transmit to each such Consumer:

3.1.8.1 A clear and concise summary of the existing Rate schedule applicable to each of the major classes of its Consumers for which there is a separate Rate, and

3.1.8.2 An identification of any classes whose Rates are not summarized. Such summary may be transmitted together with such Consumer's billing or in such other manner as the Association deems appropriate.

3.1.9 The Association on request of a Consumer, shall transmit to each such Consumer a clear and concise statement of the actual consumption (or degree-day adjusted consumption) of electric energy by such Consumer for each billing period during the prior year (unless such consumption data is not reasonably ascertainable by the Association).

3.1.10

### **3.2 Normal Office Hours**

3.2.1 Normal office hours of the Association shall be posted in a conspicuous place at the offices of the Association and on the Association's website.

### **3.3 Filing of Rate Schedules, Rules, and Regulations**

Copies of all Tariffs and schedules of Rates, forms of routine contracts, charges for service connections and extensions of lines and of all Rules and Regulations covering relations with the Consumer shall be on file at the Association's office, posted on the website and can be viewed or obtained by request in writing or by telephone and shall be open to inspection by the public during regular business hours.

### **3.4 Operating Schedules and Interruptions of Service**

3.4.1 The Association shall adopt an operating schedule providing for reasonably continuous service throughout its entire service area.

3.4.2 The Association shall keep a record of all interruptions of service upon its entire system, including a statement of the time, duration and cause of any such interruption. The record of interruptions of service may be reviewed by a Consumer.

### **3.5 Preservation of Records**

3.5.1 The books of account and other accounting records prepared by or on behalf of the Association shall be preserved in accordance with the Regulations prescribed by the Policy of the Association.

3.5.2 Nothing in these Rules shall prevent the Association from electronically storing (with destruction of the paper copy if any) any record it desires. Provided that the storage medium shall be retained for the same period of time as specified for the original records.

### **3.6 Procedure for Amendment of Tariff, Rule or Regulation**

3.6.1 Procedure for Amendment of a Tariff, Rule or Regulation

When the Association proposes to change any Rate Tariff, it shall give public notice of the proposed change and the effective date thereof to each of the Association's Members and Consumers by publication of such notice in the Colorado Country Life Magazine, and by publication one time in one or more local newspapers at least thirty days before said effective date. The Association shall also post the notice on its website.

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### 3.6.2 Change of Rates – Additional Provisions

The Association shall hold a public forum which shall be open to all Members, Consumers, indirect users and the public concerning any proposed change in Rate. The public forum shall be held at a location identified by the Association prior to the effective date of the proposed change in Rate. Notice of the forum shall be given in the same manner as 3.6.1 and may be joined with the notice under 3.6.1. At the forum, the Association shall provide information concerning the proposed change in Rate. Any Person may make comment at the forum concerning the change in Rate. Failure to hold the public forum shall not affect the implementation of any change in any Rate.

### 3.6.3 Procedure for Amendment of the Rules and Regulations

3.6.3.1 The Board shall have the power to make and adopt such Rules and Regulations, not inconsistent with law, the Articles of Incorporation of the Association, or the Bylaws, as it may deem advisable for the management, administration, and regulation of the business and affairs of the Association.

3.6.3.2 The Rules and Regulations may be amended by a majority vote of the Board at a regularly scheduled Board Meeting at which a quorum is present. The proposed amendment shall be properly placed on the agenda as an action item; and a summary of the amendment(s) shall be included in the agenda.

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### **Section 4 Information for Consumers**

#### **4.1 Information for Consumers**

The following Rules and Regulations provide information on topics related to Membership in the Association.

#### **4.2 Membership**

Each Applicant for service shall ~~become~~ a Member of the Association under conditions prescribed by the Bylaws of the Association unless the Applicant specifically requests in writing at the time of the application that the Applicant not become a Member of the Association. Each Applicant for service shall be made a Member unless the Applicant specifically requests in writing that the Applicant not be made a Member of the Association. Each Member and nonmember that receives Electric Service from the Association shall be a patron Consumer of the Association.

#### **4.3 Application for Service**

4.3.1 A request for electric service may be made by the Consumer by electronic application, by telephone, or in person at the office of the Association. The Association shall establish an electric service account for each Person making an electronic, oral, or written request for service. The use of electric service by a member or non-member shall, with the Articles of Incorporation, Bylaws, Tariffs, Rules and Regulations of the Association, constitute a service contract between the Consumer and the Association at the location served by the meter.

4.3.2 Any contract for Electric Service shall continue in force from the date service is made available to the Applicant for the term specified in the contract.

4.3.3 Any contract for Electric Service shall continue in force from the date service is made available. Unless waived for cause, reconnects of existing service shall be made at the established minimum by service contract which specifies a term of not less than one year for all classifications of service.

#### **4.4 Extension of Service, Lines, and Facilities**

4.4.1 In this section the Association has its Tariffs which set out its line extension policies, procedures and conditions as provided in this rule. The Tariff provisions for making overhead or underground service connections, for transmission line extensions, and for distribution line extensions include:

4.4.1.1 Service connections and distribution line extensions by Consumer class and the appropriate terms and conditions under which those connections and extensions will be made.

4.4.1.2 Provisions requiring the Association to provide to a Consumer or to a potential Consumer, upon request, service connection information necessary to allow the Consumer's or potential Consumer's facilities to be connected to the Association's Electric System.

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- 4.4.1.3 Provisions requiring the Association to exercise due diligence in providing the Consumer or potential Consumer with an estimate of the anticipated cost of a connection or extension.
- 4.4.1.4 Provisions addressing steps to ameliorate the Rate and service impact upon existing Consumers, including equitably allowing future Consumers to share costs incurred by the initial or existing Consumers served by a connection or extension (as, for example, by including a refund of Consumer connection or extension payments when appropriate).
- 4.4.1.5 A description of specific Consumer categories (such as permanent, indeterminate, and temporary) within each Consumer class.

#### 4.5 Line Extensions – General Provisions

The following general service connection and distribution system line extension policy of the Association is applicable to all the Electric Service territory of the Association. The provisions of this policy are also subject to the other applicable Tariffs, Rules and Regulations of the Association.

- 4.5.1 When an Applicant requests Electric Service at premises not connected to the Association's Distribution System [or requests an increase in service to premises already connected where such increase necessitates additional investment] the Association after consideration of the Applicant's electric requirements will designate the service requested as being permanent, indeterminate, or temporary in accordance with the definitions hereinafter set forth.
- 4.5.2 When the branch of the Distribution System necessary to supply the individual Consumer requires the construction of more than a service connection for the Applicant's sole use, such construction shall be included as part of the Association's general Distribution System. Any service line downstream of the Point of Delivery for the Consumer is owned, operated and maintained by the Consumer.
- 4.5.3 The Applicant shall sign a standard form Contract for Extension of Electric Service; and the cost to be paid by the Applicant shall be based upon the necessary cost of constructing, and installing or upgrading the line extension and facilities necessary to adequately supply the service as determined by the Association.
- 4.5.4 The Applicant's "Contribution-In-Aid Of Construction" shall include all of the necessary costs to the Association and its power supplier of the particular extension or upgrade; and the Contribution-In-Aid Of Construction shall not include or be determined with reference to provision for additional capacity, size, or strength in excess of that actually necessary to meet the requirements of the Applicant and the requirements of the National Electrical Safety Code and accepted industry practice.
- 4.5.5 If the Applicant's requested level of service exceeds 50 KVA 1 phase, 100 KVA 2 phase, or 150 KVA 3 phase, the Applicant's Contribution-In-Aid Of Construction ~~shall,~~may, in addition to the costs described in 4.5.4, include a system capacity charge of \$5.00 per KVA of requested additional capacity necessary to provide the level of service requested by the Applicant.
- 4.5.6 The Association, in considering a proposed line extension to an Applicant in an area where service is not generally available, may determine there will not be sufficient revenue to adequately support the line losses and maintenance and operations expenses of the line extension to be constructed to serve such loads. Under such circumstances, the Association may fix a charge per month per Consumer, in addition to the general Rate applicable to serve said loads. Such special charge may be in place for an indefinite period and shall be dependent only on the

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development of sufficient revenue from the Association’s standard Rate from the Consumers in the described area to support the Association’s expenses on a comparable basis as other Consumers in similar areas. Such Rate may be established for said Consumers or area before the building of the line or prior to the expiration of the development period.

4.5.7 Extensions of the Association’s Distribution System upon highways or rights-of-way acceptable to the Association shall be built within a reasonable period after request for service or upgrade by a bona fide Applicant whenever the requirements of the applicable Line Extension Policy and other Rules and Regulations have been met.

4.5.8 The Association’s Line Extension Policy shall not be construed to place a greater burden on any new Consumer connected to an existing line extension than would have been placed on said Consumer had a totally new line extension been constructed for the Consumer’s use.

4.5.9 Residential Class Consumers (“A” Rate class), excluding developers, who qualify under the following requirements, will be eligible for future rebates of the line extension cost as follows:

4.5.9.1 Future rebates of the line extension cost are provided through the collection of a Tap Fee from future attachments to the original qualifying line extension.

4.5.9.2 The estimated costs, excluding service cost and investment on the part of the Association, are greater than or equal to \$~~2~~10,000.00. In addition, starting January ~~2011~~ 2024 the \$~~2~~10,000.00 will be adjusted by adding an annual 3% inflation factor rounded to the nearest \$100.00.

4.5.9.3 The original Consumer for whom the service was provided as well as any subsequent qualifying Consumer contributing to the cost of the original service are eligible for rebates up to the amount of their contribution to the original service cost for a period of five years from the date of the original line extension contract.

4.5.9.4 The original Consumer and any subsequent qualifying Consumer must be an active Member and maintain the account in the original Consumer name for which they requested service requiring them to contribute to the original service cost for a period of five years from the date of the original service contract.

4.5.9.5 The basic formula for computing the “Tap Fee” is as follows:

$$\text{Tap Fee} = \frac{\text{Cost per Span} * \text{Number of Spans}}{\text{Total Number of Qualifying Services}}$$

4.5.9.6 The basic formula for computing the rebate is as follows:

$$\text{Rebate} = \frac{\text{Tap Fee}}{\text{Total Number of Qualifying Services} - 1}$$

4.5.9.7 For underground extensions, the amount eligible for rebate will be the lesser of the estimated underground extension cost or the overhead equivalent estimated cost as determined by the engineering department of the Association at the time the extension is installed. The number of spans used in the formula is the total lateral footage of the underground extension divided by 300 and rounded up to the next whole number.

4.5.9.8 Any qualifying contributor to the original line extension that is disconnected for nonpayment of such Consumer’s service account for a period exceeding 30 days shall forfeit such Consumer’s eligibility to future rebates.

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4.5.9.9 Any Consumer that is qualified to receive rebates under this provision that has any arrears of such Consumer's service account at the time the rebate is due, shall have the rebate first applied to the arrears amount due and any remaining funds will be rebated.

#### **4.6 Construction Specifications**

4.6.1 All construction except where modifications are necessary because of existing conditions shall be in conformance with the specifications and drawings for transmission and distribution facilities developed and approved by the Association.

4.6.2 The determination of the necessary electric and other facilities for the new or increased service shall be made solely by the Association under its construction standards. The Association may also assess as part of the Contribution-In-Aid Of Construction a capacity charge based on the size of the Applicant's load. The Association, by a separate Tariff, may provide for the opportunity for payment by the Association to an Applicant from funds derived by subsequent line extension Applicants' funds for a portion of the actual cost of construction of the line extension to the Applicant. The type and character of construction and the capacity required for an extension shall be determined by the Association's Engineering Services Department.

4.6.3 Location of the extension origin and the route to be followed in the construction of an extension shall be determined by the Association's Engineering Services Department after due consideration of the engineering issues and operational access involved with the objective of providing the best service possible. The origin need not necessarily be at the point on the existing distribution system most proximate to the Applicant's premises, nor the route selected the shortest distance between origin and delivery point.

4.6.4 In cases where line extensions are constructed on poles, in trenches or ducts used jointly with another utility, the investment chargeable to the extension shall be determined as though the necessary facilities were to be entirely constructed by the Association without regard to the actual ownership of the jointly used poles, trenches or ducts.

#### **4.7 Underground Distribution Systems**

4.7.1 It shall be the policy of the Association to give due consideration to aesthetics and the environment where economically feasible. The Association may designate a given area as an "Underground Distribution Area." In such areas the Association will install underground electric distribution facilities under the terms and conditions set forth in these Service Connection and Line Extension Policies.

#### **4.8 Extension to Permanent Services**

4.8.1 The Association will extend Permanent Service to an Applicant upon the following terms and conditions:

4.8.1.1 The Applicant shall enter into a Line Extension Contract with the Association for Electric Service at the applicable Rate schedule.

4.8.1.2 The term of the Contract for Electric Service for the Consumer shall not be for a period of less than ten years.

4.8.1.3 The Line Extension Contract shall include a provision for pre-payment of the Applicant's Contribution-In-Aid Of Construction.

4.8.1.3.1 The Applicant shall demonstrate the ability to pay the estimated or actual power and energy costs of the applicable Rate.

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4.8.1.3.2 The Association may require a guarantee of payment in a form acceptable to the Association if the Association reasonably believes that the Applicant may not have the ability to pay.

4.8.2 The Applicant shall guarantee payment to the Association of a minimum Electric Service bill of the higher of the following charges:

4.8.2.1 The minimum specified in the applicable Rate schedule;

4.8.2.2 The transformer charge specified in the applicable Rate schedule; or

4.8.2.3 The minimum established by any facilities agreement covering the development or subdivision within which the Applicant requested service.

4.8.3 At the option of the Association, the Contract for Electric Service may include a service charge in addition to the monthly minimum when justified for extraordinary operations and maintenance of facilities built specifically for the Applicant or by reason of the nature or character of the load being served.

4.8.4 In the event that the estimated amount of service required by the Applicant is much less than that necessary to justify the proposed line extension under this Policy, then the service may be classified as Indeterminate Service and connected under the provisions of the Extension Policy for that service classification.

4.8.5 The Association may, at its option, classify Electric Service supplied for home construction as either Permanent Service or Indeterminate Service.

4.8.6 If the Applicant is not the landowner of the premises to be served, the landowner shall be required to sign the Line Extension Contract and the Contract for Electric Service as either principal or as a guarantor for the Applicant.

4.8.7 The Contribution-In-Aid Of Construction is not subject to refund except as covered by separate policies of the Association that address the redistribution of a large Contribution-In-Aid Of Construction paid by an existing Consumer to the Association for a line extension. A new Consumer that connects to a qualifying line extension paid for by an existing Consumer may, under such policies, be required to reimburse the existing Consumer a prorated share of the original Contribution In Aid Of Construction.

#### **4.9 Extension to Indeterminate Services**

4.9.1 The Association will extend Indeterminate Service to an Applicant upon the following terms and conditions:

4.9.1.1 The Applicant will enter into a Line Extension Contract and an Electric Service Contract with a ten-year-term with the Association for Electric Service at the applicable Rate schedule.

4.9.1.1.1 Each Consumer shall sign an Electric Service Contract.

4.9.1.1.2 A developer shall sign a facilities agreement for all or part of the development.

4.9.1.1.3 The Applicant shall obtain and convey to the Association all Easements necessary for the extension. If the Association must purchase or condemn one or more Easements it will do so at the expense of the Applicant.

4.9.2 The Association shall require an advance payment as listed below to cover all or a portion of the Contribution-In-Aid Of Construction. At the Association's option, an Applicant for service or a developer may be permitted to establish a letter of credit from a commercial bank



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or an escrow account with a financial institution for the purpose of guaranteeing the payment of the Contribution-In-Aid Of Construction. Such an escrow account shall be accessible for withdrawals exclusively by the Association at the discretion of the Association as needed to cover the Contribution-In-Aid Of Construction.

4.9.3 At the option of the Association, the Electric Service Contract may include a service charge in addition to the monthly minimum when justified for extraordinary operations and maintenance of facilities built specifically for the Applicant or by reason of the nature or character of the load being served.

4.9.4 Upon termination of service at the Consumer's request prior to the expiration of the minimum term of the Electric Service Contract, reasonable severance charges may be imposed on the Consumer by the Association taking into consideration construction and removal costs and material salvage.

4.9.5 The Applicant shall grant to the Association by Easement or by dedication to the public in a recorded subdivision plat to provide the Association the right to enter upon the Applicant's land to construct, operate, and maintain the Distribution System, together with full right of ingress and egress. The Applicant shall obtain and convey to the Association all Easements required from other property owners. If the Association must purchase or condemn right-of-way it will do so at the expense of the Applicant.

#### **4.10 Extension to Temporary Services**

4.10.1 The Association will extend temporary service to an Applicant upon the following terms and conditions, provided that if, in the opinion of the Association, the furnishing of such service will not work an undue hardship upon it or the existing Consumers:

4.10.1.1 The Applicant shall enter into a Line Extension Contract with the Association for Electric Service at the applicable Rate schedule. The Consumer shall sign an Electric Service Contract.

4.10.1.2 The Applicant shall guarantee to the Association and shall be required to prepay the following charges:

4.10.1.2.1 The total cost of facilities installed for the sole benefit of the Applicant.

4.10.1.2.2 The cost of removal of said facilities less the salvage value of reusable material.

4.10.1.2.3 The estimated or actual power and energy costs of the applicable Rate.

4.10.1.3 Temporary service normally shall not be supplied for a period longer than eighteen months, except where heavy construction, such as for dams, tunnels, etc., is involved, and where the service period is known. In other instances, if the Applicant still desires and requests service, it shall be provided in accordance with all the terms of the Association's extension policy applicable to Permanent or Indeterminate Service classification without further consideration of the Temporary Service Agreement.

4.10.1.4 The connection of additional Consumers or the upgrading of Electric Service to existing Consumers on facilities provided under the Temporary Service classification shall be at the option of the Association in order that the guidelines established for the protection of existing Consumers may be met.

#### **4.11 Extensions to Underground Line and Services**

4.11.1 The Association will extend underground service to all classifications of Consumers under the same terms and conditions as for overhead for such classification. The Association will

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own, operate, and maintain the underground facilities up to the meter location or to the Point of Delivery.

- 4.11.1.1 If the Association is requested to extend underground distribution facilities rather than overhead by a Person, firm, or other individual not the Consumer or developer requesting the line extension, said Person, firm, or other individual shall be required to pay the cost difference between overhead and underground facilities. If underground facilities are requested by a Consumer or developer, the extension will be made in accordance with the Rules of the applicable line extension classification. However, if a governmental agency or other legal public authority, with the authority to promulgate Regulations, designates that line extensions be placed underground, such extensions shall be at the expense of the Consumer requesting the line extension.
- 4.11.1.2 When a developer requests underground facilities, the extension will be made in accordance with the Rules for the Indeterminate Service classification and the following terms and conditions:
  - 4.11.1.2.1 The developer shall provide the Association with an accurate copy of the final plat of the area to be developed as approved by the local government authority having jurisdiction and as recorded with the Clerk and Recorder of the county in which the development is situated.
  - 4.11.1.2.2 The Association will install facilities after the developer has established property lot lines, cut streets, alleys and easements to final grade and after the paving of streets and the construction of curbs and gutters. The developer shall pay the Association for any expense due to subsequent changes by the developer.
  - 4.11.1.2.3 The developer shall be responsible for the replacement or repair cost of installed facilities that are damaged by others within the development during the term of the facilities agreement.
  - 4.11.1.2.4 Electric Service will be provided to Applicants located within the development at the Association's applicable Rates and upon the terms and conditions adopted by the Association.

#### **4.12 Conversion of Overhead to Underground Distribution**

- 4.12.1 An existing overhead distribution facility will be converted to an underground system by the Association under the following terms and conditions:
  - 4.12.1.1 The area to be converted from overhead to underground shall cover a reasonable area, which will allow orderly, once only, construction with design toward a loop-feed system. The Association's Engineering Services Department shall determine what constitutes a reasonable conversion area.
  - 4.12.1.2 The Applicant [which includes a Member, a nonmember, a governmental agency or other legal public authority, or other entity, requesting or requiring through regulation] shall prepay or otherwise guarantee payment to the Association, prior to the start of construction, a non-refundable Contribution-In-Aid Of Construction equal to the estimated direct and indirect cost of the underground facilities, plus the cost of removal less the salvage value of reusable material from the overhead facilities.
  - 4.12.1.3 Notwithstanding the provisions of 4.12.1.2 a governmental agency or other legal public authority with an agreement, permit, or franchise with the Association for the conversion of facilities to underground that are located either on private or public easement, the Association shall bear none, a portion of, or all of the cost in accordance with such agreement or franchise.

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- 4.12.1.4 Except in those cases described in 4.12.1.3 it shall be the responsibility of the Applicant to secure all necessary permits, licenses, franchises, Easements and agreements of all landowners, Consumers or third parties involved in the conversion.
- 4.12.1.5 Nothing herein shall be construed to prevent the Association from converting selected overhead distribution areas to underground distribution areas, when, in the sole judgment of the Association, such conversion is necessary or desirable and economically feasible. In such cases, the total cost of the conversion shall be borne by the Association.

#### **4.13 Extension Priorities**

4.13.1 If conditions arise that cause the availability of power to be exceeded by the demand for power by the Association's Consumers, either as a result of limitations on the Association's system or from conditions off of the Association's system, the Association may curtail service to Consumers based on a priority assignment. Available capacity and materials will be assigned by service classification in the order listed.

- 4.13.1.1 Permanent Service
- 4.13.1.2 Indeterminate Service
- 4.13.1.3 Temporary Service

4.13.2 Within the above service classifications, priorities will be assigned the following Consumer classes in the order listed:

- 4.13.2.1 Residential and Agricultural
- 4.13.2.2 Essential Commercial, Industrial and Public Authority
- 4.13.2.3 Non-essential Commercial
- 4.13.2.4 Non-essential Industrial

4.13.3 Within the Consumer classes, priority will be assigned to providing adequate service to existing Consumers before supplying service to new Consumers and requests will be handled in the order received.

#### **4.14 Easements**

A contract for Electric Service, or receipt of Electric Service by a Consumer, includes an agreement by the Consumer to grant to the Association an easement on the Association's standard form for electric lines, wires, conduits and other equipment of the Association necessary to render service to the Consumer and to other Consumers of the Association. If requested by the Association, the Consumer will sign and deliver unchanged the Association's standard Right-of-Way Easement granting to the Association, at no expense therefore, satisfactory easements for suitable location of the Association's wires, conduits, poles, transformers, metering equipment, and other appurtenances on or across lands owned or controlled by the Consumer, and will furnish space and shelter satisfactory to the Association for all necessary apparatus of the Association located on the Consumer's premises. In the event the Consumer shall divide premises by sale in such manner that one part shall be isolated from streets or alleys where the Association's electric lines are accessible, the Consumer shall grant or reserve an easement for Electric Service over the part having access to electric lines for the benefit of the isolated part. The Consumer shall be primarily responsible for obtaining at the Consumer's sole expense all easements for the Association, on its standard form, necessary to provide Electric Service to the Consumer. Failure to comply with the terms of Right-of-Way Easement may be mitigated by the Association at Consumer's expense and may result in discontinuance of service.

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If Electric Service to a Consumer is to be Temporary or Indeterminate, the service connection and any line construction involved will be as set forth in the Association's Line Extension Policy.

**4.16 Refusal to Serve a Consumer**

4.16.1 The Association shall refuse to serve a Consumer or prospective Consumer until after the Consumer or prospective Consumer has complied with the Association's Rules and Regulations.

4.16.2 The Association shall not provide Electric Service to an Applicant who is delinquent in payments to the Association for service previously rendered at the same or other locations until such indebtedness is paid in full.

4.16.3 Delinquency in payment for service rendered to a previous occupant of the premises to be served and unpaid charges for service or facilities not ordered by the present or prospective Consumer shall not constitute a sufficient cause for refusal of service to a present or prospective Consumer: Provided, however, the Association may decline to furnish service at the same premises for the use of a delinquent Consumer by subterfuge in any manner. Subterfuge includes, but is not restricted to, an application for service at a given location in the name of another party by an Applicant or a Person acting on behalf of another party whose account is delinquent and who continues to receive benefit of the service at that or another location.

**4.17 Consumer Deposits**

The Association may require a Deposit to guarantee payment of amounts owed the Association. A Deposit may be required as a condition of service initiation; when a Consumer's usage increases significantly as determined by the Association, or when delinquent payment history occurs. Deposit amounts are based upon the results of the Association's Credit Reporting Agency (CRA) or the Association's Consumer Credit Rating for establishing of an account at an existing residential, commercial and large power meter facility. Deposit amounts for any Consumer receiving service under any Rate Class LP<sup>1</sup> may be based on the Consumer's Credit Rating and other factors determined by the Association.

4.17.1 Deposit required to start service or for significant usage increases:

4.17.1.1 Deposit Requirement for Previous Consumer:

An Applicant who has previously received service from the Association for at least twelve consecutive months within the two years, and who has maintained a satisfactory credit record during the most recent twelve consecutive months, will not be required to pay a Deposit before service is initiated. An Applicant who has previously received service from the Association will be required to make a new Deposit when there is an outstanding balance or prior bad debt write-off on record. Such Deposit shall be paid prior to establishment of service.

4.17.1.2 Deposit Requirement for Spouse or Domestic Partner of Association Consumer:

An Applicant for residential service who was formerly married to or in a civil union with and is no longer married to or in a civil union with [as a result of death or legal

<sup>1</sup>The current LP Rate Classes include: Schedule LP – Commercial, Large, Schedule LPTOU - Commercial, Large Time-of-Use, Schedule LPP – Commercial, Large Primary Meter, Schedule LPPTOU - Commercial, Large Time-of-Use, Primary Meter, Schedule 1500PM – Commercial, Large - 1500 kW to 5000 kW Primary Meter, Schedule 1500PMD – Commercial, Large– 1500 kW to 5000 kW Dual Service Primary Meter, Schedule 5000 – Commercial, Large – 5,000 kW & Above, Schedule 5000D – Commercial, Large – 5,000 kW & Above Dual Service, Schedule 5000PM – Commercial, Large - 5,000 kW & Above Primary Meter, Schedule 5000PMD – Commercial, Large - 5,000 kW & Above Dual Service Primary Meter, Schedule MRC Market Rate Contracts—MRC.

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termination of the marriage or civil union], and whose former spouse or civil union partner met the Deposit requirement for a prior Consumer as described in this section, shall be deemed to have a satisfactory credit record with Association and shall not be required to make a Deposit. A civil union, domestic partnership, or substantially similar legal relationship between two persons that is legally created in Colorado or in another jurisdiction shall be considered as applicable for the purposes of this section.

- 4.17.1.3 Deposit Requirement for Current Consumer with Significantly Increased Usage:  
A current Consumer whose usage has increased significantly as determined by the Association may be required to make a new or additional Deposit.
- 4.17.2 Deposit Amounts:
- 4.17.2.1 Residential Service Deposits (Loads up to 25 kW)  
A “No Risk” Credit Rating: Requires no Deposit  
A “Minimal Risk” Credit Rating: \$200.00  
A “Moderate Risk” Credit Rating: \$400.00  
A “High Risk” Credit Rating: \$600.00
- 4.17.2.2 Small Commercial Service Deposits (Loads of 25 kW – 37.5 kW):  
A “No Risk” Credit Rating: Requires no Deposit  
A “Minimal Risk” Credit Rating: \$300.00  
A “Moderate Risk” Credit Rating: \$500.00  
A “High Risk” Credit Rating: \$700.00
- 4.17.2.3 Large Power Service Deposits (Loads of 37.5 kW – 1500kW)  
A “No Risk” Credit Rating: Requires no Deposit  
A “Minimal Risk” Credit Rating: \$2,000.00  
A “Moderate Risk” Credit Rating: \$4,000.00  
A “High Risk” Credit Rating: \$6,000.00
- 4.17.2.4 Service with Loads larger than 1500kW  
Per contract—or as required by the Association.
- 4.17.3 Additional Requirements:
- 4.17.3.1 The Association may require an additional Deposit if the Consumer has; two returned payments (NSF check, ACH, stopped or cancelled payment of any kind) in the last 12-month period, or two credit/debit card payment reversals in the last 12-month period. An additional Deposit may also be required if a Consumer’s account is disconnected for nonpayment of electric bills one time within a 12-month period. The assessed Deposit will be due in full prior to reconnection of service. If a notice of disconnection has been issued by the Association to any LP Rate Class Consumer, then the Association may require an additional Deposit from that Consumer whether or not the in-invoice for electric service is paid prior to the time of disconnection. The amount of an additional Deposit from that Consumer shall be in an amount determined by the Association and shall be in the form of cash or a bank-issued letter of credit on the form established by the Association. The assessed Deposit for any such LP Rate Class Consumer will be due in full prior to the due date of the next bill for Electric Service. An additional cash Deposit paid under this subsection for any such LP Rate Class Consumer shall be held by the Association for not less than two years, and a letter of credit shall be retained for not less than ten years.
- 4.17.3.2 If a prior Electric Service account of a Consumer has been disconnected for Diversion of Electric Energy, then the Consumer will be required to pay a Deposit which shall be paid prior to establishment of service. The amount of the Deposit shall be not

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less than three months times the highest estimated monthly invoice for the Consumer as determined by the Association.

4.17.3.3 No Deposit will be required for Prepaid Metering. A new or existing Consumer requiring residential or small commercial service may elect to establish a prepaid metering account and have any Deposit charge waived.

4.17.4 Deposit Records:

The Association shall maintain the following records for each Deposit:

4.17.4.1 The name of each Consumer making a Deposit;

4.17.4.2 The premises occupied by the Consumer when making a Deposit and successive premises occupied while the Deposit is retained by the Association;

4.17.4.3 The amount and date of the Deposit; and

4.17.4.4 The record of each transaction, such as payment of interest, interest credited, etc.

4.17.5 Deposit Refunds:

Except for any Rate Class LP, the Consumer's Deposit or any balance to which the Consumer is entitled will be refunded upon termination of service or after 12 successive months without having been issued a notice of discontinuance of service for nonpayment, whichever event occurs first.

4.17.6 Deposit Not A Relief From Payment:

The making of a Deposit does not relieve any Consumer from payment of current Electric Service or other bills as the bills become due; and no Deposit will be applied by the Association to any indebtedness of the Consumer except if a Consumer transitions to prepaid metering, or to a bill for Electric Services due or past due after service is terminated.

4.17.7 Deposit Payment Timeframe:

A Consumer will be connected upon receipt of an order for Electric Service, and the Deposit payment must be received prior to connection of Electric Service.

4.17.8 Interest Paid on Deposits:

4.17.8.1 Simple interest shall be paid upon a Deposit at the percentage Rate established annually by the Board, payable upon the return of the Deposit.

4.17.8.2 Interest on a Deposit shall be earned for the time held and shall be calculated from the date of receipt by the Association of the Deposit to the date the Deposit is tendered to the Consumer.

**4.18 Service Connection Fees:**

4.18.1 A service connection fee as described in Section 11 shall be paid at each service location for connection of new and existing Consumers.

4.18.2 The Association will accept payment of a service connection fee with cash, check, money order, electronic payment or a valid credit/debit card.

4.18.3 For any Rate Class LP Consumer that furnishes a bank-issued letter of credit for a Deposit requirement in the Rules and Regulations, the costs of the issuance and maintenance of the letter of credit shall be paid solely by the Consumer.

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#### **4.19 Access for the Association's Employees:**

4.19.1 The Consumer shall provide access, at the Consumer's expense, to the Consumer's premises at all times for authorized employees of the Association for any proper purpose incidental to the supplying of Electric Service. The Consumer may be required to pay a fee as described in Section 11, for meter readings, connects and disconnects in the event such access is not provided.

4.19.2 All new meter and meter loop installations shall be located on the Consumer's premises in such a way that open access to the installation shall be available at all times.

4.19.3 No Consumer shall restrict access to the meter, meter loop, main circuit breaker, or associated equipment by:

4.19.3.1 Enclosing the installation in any building addition, room, garage, enclosed porch, or other structure.

4.19.3.2 Erecting any kind of structure in such a manner that will close off convenient access to the installation.

4.19.3.3 Growing any shrubs, bushes, trees, or other plants that restrict convenient access to the installation.

4.19.3.4 Changing the property conditions with ditches, fences, gates, or other such barriers that will not allow convenient access to the installation or violate the current version of the National Electrical Safety Code.

4.19.4 It shall be the responsibility of the Consumer to notify the Association when changes are to be made at the Consumer's premises that will affect access by the Association to the meter, meter loop, main circuit breaker, or associated equipment. It shall be the responsibility of the Consumer to make all changes related to access at the Consumer's expense. Where access is limited by the use of a gate, the Consumer shall provide access codes, lock combination or allow the Association to install its lock on the Consumer's gate.

4.19.5 No delivery point or meter will be located or maintained beyond the point where access is provided.

## **POUDRE VALLEY REA, INC. RULES & REGULATIONS**

### **Section 5 Billing**

#### **5.1 Billing**

5.1.1 Bills for service will be rendered monthly unless otherwise specified in these Rules and Regulations or in the applicable Rate schedule. The term “month for billing purposes” means the period between any two consecutive regular readings by the Association of the meter(s) at the Consumer’s premises; such readings to be taken as nearly as may be practicable every thirty days. If the Association is unable to read a meter after reasonable effort, the Consumer will be billed on an estimated usage based on the best available information. If the initial or final monthly bill for service is for a period of less than twenty-seven days or more than thirty-three days, such bills will be prorated on the basis of the number of days in the period in question to a month of thirty days.

5.1.2 The Association will exercise all reasonable means to assure accurate computation of all bills for Electric Service. In the event errors in billing occur, the Association shall refund to or credit the account of the Consumer the amount of any overcharge having occurred there from and, likewise shall have the right to collect from the Consumer the amount of any undercharge irrespective of the date or duration of such billing error.

5.1.3 Upon request, the Association will provide multiple copies of bills, notarized bills, and special billing information. In such cases, however, the Consumer shall be required to pay a Special Handling Charge of as described in Section 11, for each such billing.

5.1.4 The due date for a bill for Electric Service to a Consumer shall be fifteen days after the date of the bill.

5.1.5 If a Consumer receiving Electric Service under any 1500PM, 1500PMD, 5000, 5000D, 5000PM, 5000PMD, 5000PMT, or MRC Rate is delinquent in payment of any bill from the Association, then at the discretion of management of the Association such Consumer may be placed on a semi-monthly billing system.

Delinquent status for any of the accounts on the Rates listed above shall be defined as not having submitted payment by the sixteenth day after the date of the bill.

5.1.6 All Consumers receiving Electric Service under any 1500PM, 1500PMD, 5000, 5000D, 5000PM, 5000PMD, 5000PMT or MRC Rate shall pay all bills by electronic fund transfer to the Association and each bill shall be paid on or before the due date of such bill.

#### **5.2 Failure to Receive Bill**

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

#### **5.3 Disputed Bill**

Prior to the time that payment is due, if a Consumer gives notice by phone, mail, electronic mail, in Person or at the Association’s office that the correctness of the bill is disputed stating reasons therefore, the Association will investigate the Complaint. However, such notice disputing



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correctness of a bill shall not be sufficient reason for withholding payment. If the bill is found to be incorrect, the Association will refund the amount of overpayment or credit the amount of overpayment to the next bill rendered.

#### 5.4 Terms of Payment

5.4.1 All bills for Electric Service, including any tax, fee or other charge imposed by any governmental authority, are due and payable to the Association or to an authorized agent of the Association not later than the due date shown on the bill unless otherwise specified under these Rules and Regulations or the applicable Rate schedule. Although bills for Electric Service are normally due monthly or as specified in the applicable Rate, the Association reserves the right to require payment of bills for Electric Service at more or less frequent intervals. In such event, meters will be read and bills rendered at the intervals specified by the Association. Final bills, weekly bills, special bills and bills for connection and reconnection are due on presentation.

5.4.2 Bills for Electric Service shall become “delinquent” if not paid by the due date. Electric Service may be discontinued after a bill becomes delinquent following written notice of at least fifteen days and as provided for in the Rules and Regulations under Discontinuance of Service.

5.4.3 The Association may assess a late fee of the greater of \$10.00 or one and one-half percent per month on all current balances not paid by the due date. The Association may place delinquent accounts on a deferred payment plan that may include a five percent additional charge for late payments but shall not include a finance charge if the deferred payment plan is adhered to. A finance charge in the amount of one and one-half percent per month shall be assessed on deferred payment plans if the plan is not adhered to.

5.4.4 Account payments by check or automatic debit that are declined by the bank for any reason shall be subject to a return check/debit charge as described in Section 11. Such a return check/debit charge does not obligate the Association to resubmit the check/debit to the bank.

5.4.5 The Association reserves the right to duly notify a Consumer that has presented one or more bad checks/debits in any twelve-month period that future payments by personal check/debit will not be acceptable. Only certified check, money order, cash, or valid credit/debit card will then be accepted.

5.4.6 The Association shall offer an automatic debit payment plan to make regular monthly withdraws from the Consumer’s regular checking/savings or credit/debit card account to pay the Consumer’s electric bill. This service shall be offered at no additional charge to the Consumer. Accounts will be removed from the automatic debit payment plan and a cash Deposit may be required if more than two payments are declined by the bank in a twelve-month period. Such accounts will not be eligible for automatic debit payment for a period of twelve months.

5.4.7 The Association shall accept requests to charge a Consumer’s valid credit/debit card for the Consumer’s current and/or past due electric bill. The Association may accept requests to charge a third Person’s valid credit/debit card for a Consumer’s current and/or past due electric bill.

5.4.8 The Association shall accept payment from third party payment services at no additional charge to the Consumer. However, the Association shall charge the Consumer a processing fee as described in Section 11, for a payment reversal initiated by the Consumer.

5.4.9 The Association may place Consumers on a “Cash or Money Order Only Status” if the Consumer has had two returned payments (NSF check, Cancelled ACH, Stopped payment, etc.) in the last twelve month period, one Credit card/Debit card payment reversal in the last twelve month period.

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## 5.5 Budget Billing

5.5.1 Consumers served under the Farm and Home Service Rate may elect to pay monthly bills for service on a Budget Billing Plan subject to the terms and conditions set forth herein.

5.5.2 The Consumer may elect to use the Budget Billing Plan in any month of the year. Any Consumer electing the Budget Billing Plan shall pay a set monthly amount equal to a minimum of one twelfth of the total of their last twelve months' bills, adjusted to reflect any Rate increases which may have become effective during the twelve month period. The monthly payment shall be made for the following eleven successive months with the final or twelfth month's payment being a settlement amount equal to the difference between the total payments made during the prior eleven months and the actual billings for the twelve month period. If the settlement amount is a credit or debit balance, the Association will use this balance in the calculation to determine the following year's monthly payments. If the settlement amount is a balance owed by the Consumer, the total balance will be due and payable on the due date indicated on the bill for the settlement month.

5.5.3 To be eligible to participate in the Budget Billing Plan, a Consumer shall have met the following requirements:

- 5.5.3.1 The Consumer shall have been served by the Association at the Consumer's current residence for the last twelve consecutive months or more.
- 5.5.3.2 The Consumer shall owe no amounts to the Association for Electric Service at the time Budget Billing is being set up.
- 5.5.3.3 The Consumer shall not have received more than two notices of disconnect during the preceding twelve months.
- 5.5.3.4 The Consumer shall not have been disconnected for nonpayment of an Association's electric bill during the preceding twelve months.
- 5.5.3.5 If a Deposit is required, the Consumer shall pay the Deposit in full prior to participation in Budget Billing.

5.5.4 Normal collection procedures shall be applicable if a Consumer fails to pay the Budget Billing amount in any month when due. If the Consumer fails to pay the Budget Billing amount following due notice by the Association in accordance with the Rules and Regulations, the Consumer shall be removed from the Budget Billing Plan and service may be discontinued.

5.5.4.1 Accounts removed from Budget Billing due to delinquent payments cannot be reinstated on the Budget Billing unless the Consumer enrolls in AutoPay, Recurring Credit card payments, or have one year of good payment established.

5.5.5 If service is terminated for any reason to a Consumer on the Budget Billing Plan, the Consumer shall be removed from the Plan and the entire outstanding amount of the account shall be due and payable. In accordance with Article 4.17.3.1, an additional Deposit may also be assessed which would be due in full prior to reconnection of service.

5.5.6 The monthly Budget Billing amount may be adjusted, at the option of the Association, for any increase in the Association's Rates of ten percent or more. Said monthly Budget Billing amount may also be adjusted at the option of the Association if the Consumer's use of electricity increases substantially.

5.5.7 The Consumer may elect to terminate the Budget Billing Plan at any time by notifying the Association in writing and by paying in full the entire outstanding amount of the account.

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5.5.8 If the Consumer is removed from the Budget Billing Plan for any reason, the Consumer shall not be eligible to again participate in the Plan for a period of one year.

## **5.6 Levelized Billing**

5.6.1 Consumers served under the Farm and Home Service Rate may elect to pay monthly bills for service on a Levelized Billing Plan subject to the terms and conditions set forth herein.

5.6.2 The Consumer may elect to use the Levelized Billing Plan in any month of the year. Any Consumer electing the Levelized Billing Plan shall pay a rolling average of use for the most recent twelve months. Because a rolling average is used the consumers' amount due will vary from month to month.

5.6.3 To be eligible to participate in the Levelized Billing Plan, a Consumer shall have met the following requirements:

5.6.3.1 The Consumer shall owe no amounts to the Association for Electric Service at the time Levelized Billing is set up.

5.6.3.2 The Consumer shall not have received more than two notices of disconnect during the preceding twelve months.

5.6.3.3 The Consumer shall not have been disconnected for nonpayment of an Association's electric bill during the preceding twelve months.

5.6.4 Normal collection procedures shall be applicable if a Consumer fails to pay the Levelized Billing amount in any month when due. If the Consumer fails to pay the Levelized Billing amount following due notice by the Association in accordance with the Rules and Regulations, the Consumer shall be removed from the Levelized Billing Plan and service may be discontinued.

5.6.5 If service is terminated for any reason to a Consumer on the Levelized Billing Plan, the Consumer shall be removed from the Plan and the entire outstanding amount of the account shall be due and payable. In accordance with Article 4.17.3.1, an additional Deposit may also be assessed which would be due in full prior to reconnection of service.

5.6.6 The Consumer may elect to terminate the Levelized Billing Plan at any time by notifying the Association in writing and by paying in full the entire outstanding amount of the account.

5.6.7 If a Consumer on the Levelized Billing Plan becomes delinquent or enters into a delayed payment arrangement, the Consumer will be removed from the Plan.

5.6.8 If the Consumer is removed from the Levelized Billing Plan for any reason, the Consumer shall not be eligible to again participate in the Plan for a period of one year.

## **5.7 Collection, Connection, Reconnection, Discontinuance of Service, Hours and Charges**

5.7.1 Connections, reconnections, routine discontinuance of service and other services solely for the convenience of the Consumer will be performed by the Association during normal work hours.

5.7.2 The Association will not take any payment from a Consumer in the field to avoid the disconnection of the Electric Service for insufficient payment of the Consumer's account.

5.7.3 In the event the Association discontinues service, then a Reconnect Fee as described in Section 11 for a single-phase service or a charge as described in Section 11 for a three-phase service shall be paid by the Consumer, in addition to all other amounts due. The Reconnect fee shall be added to the total amount past due and shall be paid in full before the Electric Service is

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reconnected. A Reconnect Fee shall not be paid by a Consumer who pays under Prepaid Metering Electric Service.

5.7.4 In the event the Association is required to perform such duties during a time other than normal work hours, the Consumer making the request shall pay an after-hours charge as described in Section 11 for a single-phase service, or a charge as described in Section 11 for a three-phase service for reconnections. This after-hours charge is not applicable to Remote Disconnection/Reconnection or to Prepaid Metering. For other services, the actual costs incurred by the Association shall be paid by the Consumer. All Fees and Charges shall be added to the total amount past due and shall be paid in full before the Electric Service is reconnected.

5.7.5 In the event the Association is called out to a Consumer's service location for an outage or any other reason and it is determined the reason for the call is on the Consumer's side of the service, the Association shall charge the Consumer for this "Member Side Service Call". The charge during normal working hours shall be a charge as described in Section 11 for a single phase service and a charge as described in Section 11 for a three phase service. The charge for other than normal working hours shall be a charge as described in Section 11 for a single phase service and a charge as described in Section 11 for a three phase service.

## 5.8 Discontinuance of Service

5.8.1 When the Association immediately shuts off service to a Consumer without prior notice, such Consumer may immediately appeal such action to the Board by filing a Complaint. If the Board is in session, it shall immediately hear and determine said Complaint.

5.8.2 The Board designates the President and Chief Executive Officer to hear and determine any Complaints filed under this section at a time when the Board is not in session, and the President and Chief Executive Officer shall immediately determine any such Complaint subject to the right of the Consumer to seek further review of said determination by the Board which review shall be conducted and determined no later than the next regular meeting of the Board. For all rate classes except for any Rate Class LP<sup>2</sup>, the Association shall not discontinue the service of any Consumer in the applicable Rate Class for violation of any Rule of the Association or for nonpayment of any sum due for Electric Service except upon written notice mailed by first class mail, or delivered at least fifteen days in advance of the proposed termination date, advising the Consumer in what particular such rule has been violated for which service will be discontinued, or the amount due and the date by which the same shall be paid. In the event the Consumer previously has executed a third-party notification form indicating a third party to whom notices of discontinuance or terminations are to be sent, written notice also shall be mailed by first class mail or delivered at least fifteen days in advance of proposed termination date to said third party. The notice of discontinuance shall be conspicuous in nature and in easily understood language. The heading of the notice of discontinuance shall be in block capital letters. The heading shall contain, as a minimum, the following warning written in English:

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<sup>2</sup> The current LP Rate Classes include: Schedule LP – Commercial, Large, Schedule LPTOU - Commercial, Large Time-of-Use, Schedule LPP – Commercial, Large Primary Meter, Schedule LPPTOU - Commercial, Large Time-of-Use, Primary Meter, Schedule 1500PM – Commercial, Large - 1500 kW to 5000 kW Primary Meter, Schedule 1500PMD – Commercial, Large– 1500 kW to 5000 kW Dual Service Primary Meter, Schedule 5000 – Commercial, Large – 5,000 kW & Above, Schedule 5000D – Commercial, Large – 5,000 kW & Above Dual Service, Schedule 5000PM – Commercial, Large - 5,000 kW & Above Primary Meter, Schedule 5000PMD – Commercial, Large - 5,000 kW & Above Dual Service Primary Meter, Schedule MRC Market Rate Contracts—MRC. And the disconnection provisions in this subsection shall not apply to any future LP Rate Classes. The disconnection provisions applicable for LP Rate Classes are provided for in a separate subsection of the Rules and Regulations.

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THIS IS A FINAL NOTICE OF DISCONTINUANCE OF ELECTRIC UTILITY SERVICE AND CONTAINS IMPORTANT INFORMATION INVOLVING YOUR LEGAL RIGHTS AND REMEDIES.

The heading shall also contain the same warning written in Spanish, with an additional sentence at the end of the warning stating in Spanish:

IF YOU DO NOT READ ENGLISH YOU SHOULD REQUEST SOMEONE WHO UNDERSTANDS SPANISH AND ENGLISH TO TRANSLATE THIS NOTICE TO YOU.

This Rule shall not apply where Electric Service is ordered to be terminated by any governmental authority, where a bypass is discovered on a Consumer's service meter, or any hazardous condition on a Consumer's premises, or in the case of a Consumer 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.

5.8.3 In situations involving permanent residents in multi-unit dwellings known by the Association to exist where the Electric Service for the entire dwelling is recorded on a single meter, the Association, at least fifteen days prior to the proposed termination date for the dwelling involved, shall make every reasonable effort to (1) deliver a written notice to each individual dwelling unit within the multi-unit dwelling advising that a notice of discontinuance has been sent to the party responsible for payment of electric bills for the dwelling, the date upon which termination will become effective, and how the individual resident in the dwelling unit may contact the Association for additional information concerning the proposed termination; or (2) mailing such a notice by first class mail to the addressee or occupant of each unit of the multi-unit dwelling; and (3) to the extent possible, posting a copy of said notice in at least one of the common areas of the multi-unit dwelling.

5.8.4 Notice of discontinuance of service shall be mailed or delivered in accordance with Section 5.8.1 of this rule. As a minimum, said notice shall advise the Consumer:

- 5.8.4.1 How to contact the Association, without expense to the Consumer of a toll call, to resolve any dispute with respect to the amount or date due, and/or with respect to violation of any rule;
- 5.8.4.2 That the Consumer is entitled to a hearing in Person, before termination of service, at a reasonable time and place within seven days of the date of the notice of discontinuance before the Chief Executive Officer (CEO) of the Association or the CEO's designee;
- 5.8.4.3 That the Consumer has the right to make an Informal Complaint to the Association by letter, telephone, electronic delivery, or in Person;
- 5.8.4.4 That the Consumer has the right to request, in writing, a hearing before the Association;
- 5.8.4.5 That the Association, at its discretion and upon such terms as it may prescribe, may defer the termination of service pending an investigation and/or a hearing.
- 5.8.4.6 That in the event a hearing before the Association on the proposed discontinuance of service is requested by the Consumer, the Association may request the Consumer to post a Deposit or an additional Deposit with the Association in such amount as it deems reasonable under the circumstances which Deposit may be in addition to any Deposit previously posted with the Association;
- 5.8.4.7 That the Consumer may avoid termination of service by paying the current month's bill in full and entering into a reasonable installment payment plan with the Association to pay any past-due balance in no more than six equal monthly installments;

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5.8.4.8 That in the event the Consumer is unable to pay for service as regularly billed by the Association or is able to pay for such service but only in reasonable installments and there is a medical certification delivered to the Association indicating that termination of service would be especially dangerous to the health or safety of the Consumer or permanent resident of the Consumer's household, there will not be discontinuance of service for sixty days from the date of the medical certification with a possible thirty-day extension upon delivery of a second medical certification. The second Medical Certificate shall be delivered prior to the expiration date of the initial sixty day, non-disconnect period. A Consumer may invoke this provision no more than once during any twelve consecutive month period.

5.8.5 Electric Service shall not be discontinued:

5.8.5.1 If all current bills (a bill which is not past due) are paid when due and all past-due amounts are being amortized by reasonable installment payments. The due date on the bill must be specifically indicated on the bill and the due date shall be no earlier than fifteen days subsequent to the mailing ~~or delivery~~ of the bill. The minimum reasonable installment payment is that which pays a current bill in full and is at least one-sixth of any past-due balance. A reasonable installment payment plan may require that a past-due balance be paid off in no more than six equal monthly installments. The Association has the right, in the event there is a breach in the installment agreement, to discontinue service on or after the seventh day following the mailing of a notice of termination and to require payment in full and the posting of a reasonable Deposit in accordance with the criteria set forth in Rule 4.17 Consumer Deposits, herein in order for the Consumer to be reconnected.

5.8.5.2 During any period when termination of service would be especially dangerous to the health or safety of the residential Consumer or a permanent resident of the Consumer's household and such Consumer establishes that the Consumer is unable to pay for the Electric Service as regularly billed by the Association, or the Consumer is able to pay for such Electric Service but only in reasonable installments.

5.8.5.2.1 Termination of Electric Service that would be especially dangerous to the health or safety of the residential Consumer or a permanent resident of the Consumer's household means that termination of Electric Service would aggravate an existing medical condition or create a medical emergency for the Consumer or a permanent resident of the Consumer's household. Such shall be deemed to be the case when a physician licensed by the state of Colorado makes a certification thereof in writing and said certification is received by the Association.

5.8.5.2.2 In the event a medical certification as aforesaid is delivered to or received by the Association, the non-discontinuance of Electric Service as herein prescribed shall be effective for sixty days from the date of said medical certification. One thirty-day extension of non-termination of Electric Service, pursuant to this subsection, may be ~~effeeted~~ affected by delivery to or receipt by the Association of a second medical certification, as aforesaid, prior to the expiration of the initial sixty-day non-termination period. A residential Consumer may invoke the provisions of subsection 5.8.5.2 herein no more than once during any period of twelve consecutive months.

5.8.5.3 A reasonable installment is defined as one which pays off at least one-sixth of:

5.8.5.3.1 Past-due balance and

5.8.5.3.2 Is made no less frequently than once a month.

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- 5.8.5.4 The Association will send to the Consumer, by first class mail, written notice of the proposed disconnect.
- 5.8.5.5 The Association will not take any payment from a Consumer in the field to avoid the disconnection of the Electric Service for insufficient payment of the Consumer's account.
- 5.8.5.6 For each residential Consumer who receives a notice of discontinuance, the Association shall provide a list of agencies that may provide Consumer assistance or benefits relating to utility service.
- 5.8.5.7 The Association shall make available to any Consumer, on written, electronic delivery, or telephone request, a list of all organizations and agencies, public and private, known to the Association which provides Consumer assistance or benefits relating to Electric Service.
- 5.8.5.8 The Association shall make available by request a third-party notification form to each residential Consumer. The Consumer, at the Consumer's option, may mail, send via electronic mail or deliver to the Association such third-party notification form, which form shall be signed by both the Consumer (or his legal representative) and by the third party to be notified in the event of possible discontinuance of service.
- 5.8.5.9 Whenever reference is made herein to a "notice or other document being mailed or delivered", that phrase shall mean that the notice or other document is either deposited in the United States mail, private mail delivery service or physically delivered to the address of the addressee and does not necessarily include actual physical receipt by the addressee.
- 5.8.6 Disconnection of Service to LP Rate Classes. The Association shall not discontinue the service of any LP Rate Class Consumer for violation of any Rule of the Association or for nonpayment of any sum due for Electric Service except upon electronic [email, text or verbal] or written notice mailed by first class mail or overnight delivery by private delivery service or USPS, or delivered to the service address of the LP Rate Class Consumer at least **seven days** in advance of the proposed termination date, advising the LP Rate Class Consumer in what particular such Rule has been violated for which service will be discontinued, or the amount due and the date by which the same shall be paid. The form of the notice of discontinuance of service shall be in such form established by the Association from time to time. This subsection shall not apply where Electric Service is ordered to be terminated by any governmental authority, where a bypass is discovered on a LP Rate Class Consumer's service meter, or any hazardous condition exists on an LP Rate Class Consumer's premises, or in the case that a LP Rate Class Consumer utilizes 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.
- 5.8.7 Reconnection of Electric Service will occur after payment by the Consumer. The action of payment shall constitute final verification by the Consumer that the Consumer has reviewed the Consumer's Electric System and has reviewed all electric uses on the Electric System and has made a final determination that it is safe to reconnect Electric Service.

## 5.9 Discontinuance of Service at Consumer's Request

A Consumer wishing to discontinue service should give at least three work days' notice to the Association to that effect, unless otherwise specified in the Rate or contract applicable, in order to allow time for final meter reading and disconnection of service. If such notice is not received by the Association, the Consumer will be liable for service until final reading of the meter. Notice to discontinue service will not relieve the Consumer from any minimum or guaranteed payment under any contract or applicable Rate.

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## **5.10 Continuity of Service**

5.10.1 The Association shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy, but if such supply shall fail or be interrupted or become defective through an act of God, or the public enemy, or by accident, strikes, labor troubles, or by accident of elements or inability to secure rights-of-way or other permits needed, or any cause beyond reasonable control of the Association, the Association shall not be liable therefor. The Association will abide by lawful orders of any governmental authority that suspend or terminate Electric Service; and the Association shall not be liable for any damage to the Consumer.

5.10.2 For the purposes of making repairs to or changes in the Association's plant, generating equipment, transmission or distribution system, or other property the Association may without incurring any liability, suspend service for such period as may be required. The Association will not inconvenience the Consumer unnecessarily and whenever possible will give reasonable notice to the Consumer prior to such suspension of service.

5.10.3 Interruptions of Electric Service, however, will not relieve the Consumer from any charges for service actually supplied nor relieve the Consumer of payment of minimum charges of the applicable Rate or contract.

## **5.11 Diversion of Electric Energy**

5.11.1 The existence of electric energy consuming devices installed ahead of the meter or any tampering or interfering with wires, devices, or equipment connected to the Association distribution system, or the damage to, alteration, obstruction of any meter including the breaking of meter seals, without prior approval and knowledge of the Association, which will permit or make possible the use of the electric energy without its proper registration on the Association's meter shall constitute prima facie evidence of diversion of electric energy by the Consumer in whose name service is being rendered, or by the Person benefiting from the use of such diverted energy. In the event that an Association check meter registers more electric energy in the same interval of time than does the meter installed at the Consumer's premises after such meter shall have been tested and found to be registering within the limits of accuracy prescribed herein, such facts shall also constitute prima facie evidence of diversion of electric energy.

5.11.2 In such instances, the Association shall in any reasonable manner, compute the amount of diverted electric energy and shall have the right to enter the Consumer's premises and make an actual count of all electric energy consuming devices to aid in such computation. Where the Association is unable to make such count, the computation will be based on any other available information or estimated. Such computation will be made for the period beginning with the date on which the Consumer began using electric energy in the location where the diversion occurred, unless evidence proves that the diversion commenced at a later date, and ending with the date on which the diversion ceased. Bills for electric energy diverted based upon the aforesaid computation under the applicable Rate effective during the period of diversion plus the cost of investigating and confirming such diversion and disconnecting service, shall be due and payable upon presentation.

5.11.3 If Electric Service has been discontinued for diversion of electric energy, the Association shall not render service to the Consumer or to any other Person for the Consumer's use at the same or at any other location until:

5.11.3.1 The Consumer has paid all bills as set forth in this Rule and



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5.11.3.2 The Consumer has paid to the Association the installation cost of or has had installed, at the Consumer's expense, such entrance and service equipment as is necessary to prevent further diversion of electric energy and

5.11.3.3 The Consumer has paid a Deposit.

5.11.4 The foregoing Rules pertaining to diversion of electric energy are not in any way intended to affect or modify any action or prosecution under the criminal statutes of the state of Colorado.

5.11.5 A Consumer whose account has had a diversion of electric energy will be charged a Diversion of Electric Energy Fee as described in Section 11. This fee will be added to the other fees and charges in accordance with Rules and Regulations Consumer Deposits. All fees and charges related to the diversion must be paid in full before service is restored to that account.

## **5.12 Measurement of Service**

Each class of Electric Service supplied will be metered separately. All service to a Consumer under one applicable Rate will be measured by a single meter. Service to the same Person at different premises will be considered as service to a separate Consumer and will be metered separately

## **5.13 Service to Consumers on Life Support**

5.13.1 A list will be maintained by the Association of any Consumer who notifies the Association that the Consumer or a permanent resident of the Consumer's household is on an electrically assisted life support system. The life support system must actually be needed and used to maintain or sustain the individual's bodily functions.

5.13.2 The Association will request that the Consumer complete the life support enrollment form and provide a written statement from the Person's attending physician. The Consumer must also provide written verification annually of the continued use of the life support system from the attending physician.

5.13.3 The Association cannot, does not and will not give any promise or assurances of an uninterrupted power supply or the maximum length of any service interruption.

5.13.4 In the event of a power outage, a Consumer or a permanent resident of the Consumer's household with the potential of a life threatening situation needs to have an emergency contingency plan to cope with the outage as well as the attending weather, transportation needs and medical problems that may accompany the power outage. Any outage may be of indeterminate length and the Consumer's contingency plan should provide for any long term outage.

5.13.5 To prevent an inadvertent disconnect or Electric Service due to payment delinquency on such a Consumer's account, the Association will request that the Consumer complete a third-party notification form. If after the Association has taken the steps provided for in the Association's Rules and Regulations to make arrangements for payment of the Consumer's account and the Consumer has failed to make the necessary payment(s), the delinquency shall be brought to the attention of the Chief Executive Officer or designated representative for final determination and disposition of the account. If a Consumer is delinquent and subject to disconnect, (Member on Life Support information should be on the disconnect order), the Person who is at the service location to disconnect Electric Service or collect the unpaid amount due should go to the door to attempt to contact someone at the service location about the impending disconnect and payment. If there is no one at the service location to contact, a tag will be left at

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the service location which states that the Consumer must contact the Association about the impending disconnection as soon as possible. If the Consumer does not respond within two business days, the Association will try to contact the Consumer or listed third-party by telephone. If a representative of the Association has attempted to contact the Consumer or listed third-party without success, then the proposed disconnection order will be turned over to the Chief Executive Officer or a designated representative for final determination and disposition.

#### 5.14 Resale of Electric Energy

The Consumer shall not extend the Consumer's electrical facilities outside the Consumer's premises for service to other Consumers or premises and shall not resell any of the energy received by the Consumer from the Association to any other Person or Persons on the Consumer's premises or for use on any other premises.

#### 5.15 Prepaid Metering

5.15.1 Only Residential and Small Commercial Class Consumers qualify for participation in the Prepaid Metering program. The Consumer shall pay all applicable fees prior to commencement of the Prepaid Metering service. Existing Consumers with billed or unbilled account balances may either pay the existing balance or the Association will collect the balance through the debt recovery mechanism outlined in this Section.

5.15.2 The Consumer shall pay any connect and/or applicable fees as fixed by the Association's by-laws, tariffs, and rules and regulations including existing applicable energy charges and customer charges.

5.15.3 A Consumer electing Prepaid Metering shall make a request to the Association. The Association will allow enrollment into Prepaid Metering if the Consumer's Electric Service is located in an eligible area.

5.15.3.1 A minimum ~~\$10050.00~~ payment plus applicable Service Connect Fee, if applicable, is required to create a Prepaid Metering account. The ~~\$10050.00~~ payment will create a prepaid balance on the account. Once the ~~\$10050.00~~ payment is made plus any applicable Service Connect Fee and any other Fees and Charges have been paid, the account will be activated. Energy usage will be calculated and then deducted from the prepaid credit balance on a daily basis. Any account without a credit balance after energy usage is calculated shall have Electric Service immediately disconnected.

5.15.3.2 If a Consumer wishes to convert from an existing account to Prepaid Metering, their Deposit and accrued deposit interest will be converted to their prepaid balance. If the credit balance on the account after the Deposit and accrued deposit interest refund is not ~~\$10050.00~~, the Consumer must submit payment to get their prepaid balance to ~~\$10050.00~~ to begin the program. Any account without a credit balance shall have Electric Service immediately disconnected.

5.15.3.3 Prepaid Metering participants will be able to monitor account balance information via "~~Smarthub~~" app, email notifications, text notifications, or by calling the Association's automated payment system.

5.15.4 Once an initial ~~\$10050.00~~ credit balance has been established, Prepaid Metering participants can make payments toward their prepaid credit balance at any time to ensure their account maintains a credit balance. Any payment made shall be not less than ~~\$255.00~~.

5.15.4.1 Prepaid Metering accounts are not eligible for credit extensions or payment arrangements. If a Consumer on Prepaid Metering receives aid or assistance from any

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governmental agency a voucher will not suffice as payment. No change to the credit balance will be reflected until an actual payment is received.

5.15.4.2 Prepaid Metering participants will not receive a monthly bill.

5.15.5 At the sole discretion of PVREA, a debt recovery mechanism may be utilized to collect any prior balance [up to a maximum of \$500] that may exist on the current service agreement when the Consumer elects Prepaid Metering. ~~25%~~ Fifty percent of any payment received from the Consumer shall be applied to any existing debt until the debt is paid in full.

5.15.6 Remote Disconnection of an account will occur when a credit balance on the Prepaid Metering account is not present. A Consumer may check daily account balances via “~~Smarthub~~” app, or by calling the Association’s automated payment system. The Consumer shall notify the Association of any change in the Consumer’s email address or cellular telephone number that the Consumer has designated to receive notifications regarding the Prepaid Metering account. The Consumer also agrees that the Consumer is responsible for any cellular telephone or texting charge incurred due to daily notifications.

5.15.7 Consumer shall regularly monitor the balance on the Prepaid Metering account.

5.15.7.1 Consumer agrees that Electric Service shall be immediately disconnected at any time the account does not have a credit balance including weekends, holidays, or during severe weather conditions regardless of the medical and health conditions of any person located at the address where Electric Service is furnished by the Association.

5.15.7.2 A ~~minimum credit balance of~~ \$25.00 payment will be required before Electric Service is restored via Remote Reconnection.

5.15.7.3 If a Prepaid Metering account is disconnected and Electric Service is not restored within ten days after the date of disconnection, then the account shall be considered as an inactive account; and the Association will mail a final bill to the Consumer’s last known mailing address on file. The Consumer agrees to immediately pay all unpaid balances owed to the Association.

5.15.8 If the Consumer elects to convert back to post-paid services, a Consumer Deposit may be required to be paid to the Association according to the Association’s Consumer Deposit policy. If Electric Service is terminated at the request of the Consumer, any remaining credit balance on a Prepaid Meter account will be paid to the Consumer by check [or electronic fund transfer] and mailed to the Consumer at the Consumer’s last known mailing address on file.

## POUDRE VALLEY REA, INC. RULES & REGULATIONS

### Section 6 Regulations Governing Member / Consumer Complaints

#### 6.1 Scope of Regulations

The purpose of these Tariffs, Rules and Regulations is to set forth the procedures which shall govern appeals from the application of any immediate shut-off policy [See §40-9.5-107(6), C.R.S., as amended]; the handling of complaints of members and consumers of the cooperative; and certain related matters including the opportunity for such persons to be heard on said matters.

These Tariffs, Rules and Regulations are promulgated in the best interest of the cooperative and its members and consumers. They are further promulgated in accordance with the provisions of §40-9.5-109, C.R.S., as amended, which statute provides as follows:

“THE BOARD OF DIRECTORS OF EACH COOPERATIVE ELECTRIC ASSOCIATION SHALL ADOPT REGULATIONS WHICH SPECIFY A PROCEDURE FOR MEMBERS AND CONSUMERS TO REGISTER COMPLAINTS ABOUT AND BE GIVEN AN OPPORTUNITY TO BE HEARD BY THE BOARD ON THE RATES CHARGED BY SUCH ASSOCIATION, THE MANNER IN WHICH THE ELECTRIC SERVICE IS PROVIDED, AND PROPOSED CHANGES IN THE RATES OR REGULATIONS. SUCH REGULATIONS MAY BE AMENDED WHENEVER DEEMED APPROPRIATE BY THE BOARD.”

These Tariffs, Rules and Regulations shall be liberally construed to secure the just, speedy and inexpensive determination of matters presented under the foregoing statute and these Tariffs, Rules and Regulations.

#### 6.2 Immediate Shut-Offs

When the cooperative immediately shuts off service to a member or consumer without prior notice, such member or consumer may immediately appeal such action to the President and Chief Executive Officer by filing a complaint under this Section. If the Board is in session, it shall hear and ~~re-solve~~ resolve said complaint during the Board meeting that is in session. The Board designates the President and Chief Executive Officer to hear and resolve complaints filed under this Regulation at a time when the Board is not in session. The decision of the President and Chief Executive Officer is subject to the right of the member or consumer to seek further review of said resolution by the Board, which review shall be conducted and resolved no later than the next meeting of the Board.

#### 6.3 Complaints

Any complaint is one that is made by a member or consumer in a statement that a situation is unsatisfactory or unacceptable. Every complaint shall be dealt with by management of the cooperative in the first instance. Members and consumers must use the complaint procedure before filing a formal complaint with the Colorado Public Utilities Commission [CPUC], unless an emergency or an immediate shut-off exists which precludes the use of the complaint procedure with management. Any complaint must be in writing or transmitted electronically to the cooperative, and shall contain such facts and other information, including supporting data and documents, to adequately state the circumstances by which any alleged act or omission by the cooperative, including any rule, regulation or charge heretofore established or fixed or proposed to be established or fixed, is in violation, or claimed to be in violation, of any provision of law or of any order or rule of the cooperative. No anonymous complaint shall be considered. Any complaint shall be referred to the President and Chief Executive Officer of the cooperative or to

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the President and Chief Executive Officer's de-signee; and said President and Chief Executive Officer or designee shall attempt to resolve such complaint, within the law, orders, rules and regulations of the cooperative, as soon as reasonably practicable. If the complaint is not resolved within 30 days after filing, then the same shall be deemed denied. If any complaint is not resolved to the satisfaction of the Complainant, then the Complainant may file an appeal to the Board of Directors.

#### **6.4 Conduct Of Hearing Of Appeal To The Board Of Directors Of A Decision By Management**

Hearing of any appeal of a decision by management of the cooperative of any complaint will be done at a scheduled meeting of the Board of Directors. The appeal shall be conducted by the Board of Directors, and the Chair of the Board shall preside. The appeal hearing shall be open to the ~~pub-lic~~ public. The procedures for the appeal hearing shall be established by the Board of Directors.

At the commencement of a hearing, the Chair shall call the hearing to order, take appearances, and act upon any preliminary matters. The member or consumer may then make a short statement about the basis of the appeal. The member or consumer may present such documentary material that has been presented to management prior to the hearing to the Board for consideration, and no new documentary material shall be given to the Board as a part of the appeal hearing. The Board may ~~dis-cuss~~ discuss the statement of the member or consumer and the statement of management about the matter either in executive session or in open meeting.

#### **6.5 Decision**

The Board or the Directors shall proceed with reasonable dispatch to decide the matter presented as an appeal. The decision will be issued as soon as reasonably practicable and in any event within 45 days after the appeal hearing is closed. The decision shall be served on each party by personal ~~ser-vice~~ service or by mailing by first class mail or by electronic mail to the member or consumer and shall be effective on the date mailed or such later date as is stated in the decision.

No member or consumer can make any complaint to the CPUC or to any court about any matter within the scope of these Tariffs, Rules and Regulations without first following the procedures and exhausting the member's or consumer's remedies as set forth in this section.

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**Section 7 Facilities and Equipment**

**7.1 Liability**

7.1.1 All lines, wires, apparatus, instruments, meters, transformers, and materials supplied by the Association under its standard policies will be and shall remain the property of the Association. The Association's property shall not be worked upon or interfered with by any Consumer or other unauthorized Person. The Association shall not be liable for damage or injury resulting from attachments (authorized or otherwise) to the Association's property including without limitation: lines, poles, towers or equipment. Such attachments shall be made the sole liability of those making the attachments.

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

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

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

7.1.5 The Association shall not be held liable for injury to Persons or damage to property caused by its underground lines or equipment when contacted or interfered with by pipe lines, communication lines, power lines, posts, pole foundations, trees and shrubbery, explosives, trenching or boring equipment, or other objects not the property of the Association which cross over, under, through, or are in close proximity to the Association's underground lines and equipment.

7.1.6 The Association shall be given adequate notice before any excavation, drilling, blasting or driving of objects is undertaken or commenced in close proximity to the Association's underground lines or equipment, but the Association assumes no liability whatsoever because of the receipt of any such notice.

7.1.7 The Association shall not be liable for injury to Persons, damage to property, monetary loss, or loss of business caused by any Force Majeure event, including without limitation: accidents, acts of God, fires, floods, strikes, wars, authority or orders of government, or any other causes and contingencies beyond the Association's control.

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## **7.2 Pole Identification**

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

## **7.3 Pole Inspection**

Each pole, post, tower or other structure used for the support or attachment of electrical conductors, guys or lamps, shall be inspected by the Association with sufficient frequency to determine the necessity for replacement or repair.

## **7.4 Inspection of Plant and Equipment**

The Association shall inspect its plant and distribution equipment and facilities in such manner and with such frequency as good practice requires in order that the same may be maintained in proper condition for use in rendering safe and adequate Electrical Service.

## **7.5 Alteration or Relocation of Association’s Facilities**

7.5.1 Alterations and relocations as used herein shall mean raising, lowering, resetting, reburying, or moving existing facilities of the Association with the same or new facilities of similar character and utilization. Not included within this definition is the conversion of facilities from overhead to underground or vice versa.

7.5.2 Requests for alteration or relocation of the Association’s facilities shall be considered in a timely fashion from the time of request. Sufficient advance notice shall be provided to the Association to allow adequate time for engineering, coordinating, scheduling, and construction.

7.5.3 If the existing facilities are located within a private Association easement, the altered or relocated facilities shall be placed within a private Association easement. The Person requesting the alteration or relocation shall be responsible for providing a new Association easement as necessary and to pay the cost of the alteration or relocation.

7.5.4 If the existing facilities are located within a public utility easement or road easement, the altered or relocated facilities may be located within a public or private easement. If the Person requesting the alteration or relocation is a private Person, association, business, corporation, or political subdivision with which the Association does not have an agreement, easement, or franchise specifying to the contrary, such requesting Person shall be responsible for providing a new location and a new private or public easement, as determined by the Association to be necessary, and the Person shall pay for the direct and indirect cost of the alteration or relocation.

7.5.5 If the Person requesting the alteration or relocation is a political subdivision with which the Association has an agreement, easement, or franchise that provides for the alteration or relocation of the Association’s facilities within that political subdivision, such Person as specified in the agreement, easement, or franchise shall be responsible for providing a new public or private easement, as determined by the Association to be necessary, and to pay the cost of the alteration or relocation.

7.5.6 Except in the case of an emergency as determined by the Association, meters and other equipment of the Association will be removed or relocated only by employees or contractors working directly for the Association. The Association may, at its sole discretion, require a cash Deposit sufficient in amount to pay for all estimated direct and indirect costs of the alteration or relocation. If, due to an emergency, the Consumer removes a meter or other facilities of the Association, said Consumer shall immediately notify the Association.

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## 7.6 Construction Requirements

7.6.1 The electric plant of the Association shall be constructed, installed, maintained and operated in accordance with accepted good engineering practice in the electric industry to assure, as far as reasonably possible, continuity of service, uniformity in the quality of service furnished and the safety of Persons and property.

7.6.2 The Association shall use as the minimum standard of accepted good practice the National Electrical Safety Code as prescribed by the statutes of the state of Colorado or as the same may be amended at the time of construction.

## 7.7 Installation and Maintenance of Consumer's Facilities

7.7.1 Before purchasing equipment or beginning construction of a proposed installation, the Consumer shall be expected to confer with the Association to determine if the type of Electric Service, capacity, and voltage desired by the Consumer is available; to determine if extensions of, or additions to, the Association's facilities will be required; and to secure definite location of the delivery point.

Before any additions to or alterations of existing installations are made by the Consumer which will materially affect the amount of service required, or which may require change in the type of service or the delivery point, the Association must be notified reasonably in advance thereof as to the proposed additions or alterations in order that the Association may first determine if the service is available and, if so, that the necessary changes in the Association's facilities may be arranged for and completed. The Consumer shall not proceed to make these additions until after the Association has notified them that it can either supply the increased load or the conditions under which the increased load can be served. The Consumer will be liable for any damages incurred by the Consumer connecting additional equipment without approval from the Association. The Association may disconnect service until the Consumer pays to upgrade Association's facilities to serve the additional load.

7.7.2 All wiring and electrical equipment on the Consumer's side of the delivery point will be furnished, installed and maintained at all times by the Consumer in conformity with good electrical practice, the National Electrical Code, the National Electric Safety Code, the requirements of any governmental authority having jurisdiction, and in accordance with the Association's Rules and Regulations.

7.7.3 Except as otherwise provided in these Rules and Regulations, any overhead or underground distribution lines required beyond the delivery point shall be installed, owned, operated, and maintained by the Consumer. Electric power and energy will be metered at a location designated by the Association, which location may be at a point other than the delivery point. The Consumer will provide, install, operate, and maintain such protective devices as specified and approved by the Association through which connection is made to the Association's distribution system.

7.7.4 All electric wiring, conduits, cables, and apparatus, including necessary protective appliances essential to utilization of Electric Service on the Consumer's side of delivery point, shall be furnished, installed, and maintained at the Consumer's expense except as specifically provided by the contract for service, Rate schedule applicable, or these Rules and Regulations.

7.7.5 The Association may require the Consumer to pay for service interruption calls made by employees of the Association to correct faulty electric facilities located on the Consumer's side of the delivery point.



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7.7.6 If the Consumer requires or elects to use voltages other than the standard secondary and primary voltages of the Association's established distribution system, the special transformers will be installed, operated, and maintained by and at the expense of the Consumer.

## 7.8 Special Apparatus of Consumer

7.8.1 The Consumer will in every case confer with the Association before any special apparatus or any apparatus requiring extremely close voltage regulation is connected. In the event ~~that~~ any equipment is connected to the Association's lines, the operation of which impairs service to other Consumers, the Association has the right to require correction of the condition by the Consumer. The Association can refuse or discontinue service to such equipment until such condition is corrected by the Consumer.

In certain circumstances the use of equipment having fluctuating or intermittent load characteristics, or having an abnormal effect on voltage, may necessitate the furnishing of service to such equipment through isolated transformers and separate service loops, or installing transformer and/or line capacity in excess of ~~that~~ normally required by non-fluctuating or non-intermittent equipment in order to protect the quality of service to the Consumer or to other Consumers. The Association has the right to charge the Consumer the full cost of facilities to provide any special service required by such equipment and/or to prevent any impairment in service to the Consumer or to other Consumers. If the Consumer is billed under a measured demand, then the Association can determine the billing demand on a shorter interval than specified in the Rate schedule or may make other suitable adjustment irrespective of any provision relative to billing demand determination contained in such Rate.

7.8.2 The Association has the right to deny service to a Consumer using SCRs, Triacs or other wave chopping devices capable of causing harmonics and subsequent interference to electronic devices on or near Association lines.

## 7.9 Wiring Inspections

7.9.1 The electrical wiring of each Applicant requesting Electrical Service at premises not connected to the Association's distribution system or each Applicant that requests an increase in service to premises already connected shall be inspected and approved by state, county or local authorities prior to service connection. The Association shall not be responsible, however, for failure of the Applicant to obtain any required governmental inspection.

7.9.2 The Association may cause an inspection of the Applicant's wiring to be made of any existing Consumer's wiring if the Association has reason to believe that dangerous wiring may exist on the Consumer's side of the delivery point. Service may be discontinued under the appropriate rule in the event faulty wiring is discovered which creates a hazard to the occupants of the premises or property of the Consumer.

## 7.10 Transformers

Any necessary step-down transformers will be installed and maintained by the Association for a Consumer unless otherwise specified in the applicable Rate schedule. The Association will not be required to install in excess of one KVA of transformer capacity for each horsepower of the Consumer's normal requirements. If the Consumer's power requirements, previous to the end of six months after installation of or prior change in transformers, prove to be substantially more or less than set forth in a request for change or in the application for service, the Association may make such reduction or increase in installed transformer capacity as it deems advisable. The Consumer shall pay to the Association the cost of making any such change.

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### **7.11 Space for Transformers and Other Facilities**

The Consumer, at the request of the Association, shall furnish and maintain indoor or underground space and facilities for the installation of the Association's transformers and other equipment in those cases where this type of installation is required or requested by the Consumer.

### **7.12 Power Factor**

The Association's Rates, except those specifically containing a power factor clause, assume that the Consumer's use of Electrical Service at any average power factor at the point where service is metered, of not less than ninety five percent lagging. When neon, fluorescent, or other types of lighting, or other inherently low power factor equipment is used, such equipment must be provided with suitable power factor corrective equipment so that the resulting power factor of such equipment is not less than ninety five percent lagging. The Association has the right to discontinue service to any Consumer not complying with this Rule.

### **7.13 Attachments to Association's Poles**

No posters, banners, placards, radio or TV antennae or any other objects will be attached to the poles of the Association. The Association will not install or permit installation of the Consumer's distribution wires or equipment on the Association's primary voltage poles; provided, however, that where metering is on primary voltage poles the Consumer will be allowed to go underground from such meter.

### **7.14 Foreign Electricity**

7.14.1 The Association's Rates are based upon exclusive use of its Electric Service by the Consumer except wholesale Consumers. No other source of electric energy shall be connected to any installation attached to the Association's electric distribution systems except by contract with the Association.

7.14.2 Standby generators for emergency use shall not be considered a foreign source of power.

### **7.15 Delivery Point of Electric Service**

#### **7.15.1 Self-contained Metering.**

For single-family residences, the Association's meter shall constitute the delivery point. For secondary connected commercial and multi-family residences, the overhead commercial delivery point is the member's weatherhead and the underground commercial delivery point is the secondary terminals of the transformer. Primary metered accounts the delivery point is defined as the primary meter.

#### **7.15.2 Instrument Transformer Metering.**

An attachment point furnished by the Consumer shall constitute the delivery point.

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**Section 8 Meters, Testing, and Records**

**8.1 Location of Meters**

8.1.1 Meters shall be located, when practicable, on the exterior wall of the premises being served. In the event service is provided to a farmstead or similar group of buildings, the meter shall be located on the meter pole or other point at which the Association's service connections terminate. Meters for underground service shall be located in accordance with the Association's Line Extension Policy. In any event, meters shall be located in accordance with accepted safe practice and be easily accessible for reading and maintenance.

8.1.2 Meters shall not be installed where the meter will interfere with traffic in halls or passageways if indoors, or sidewalks or driveways if outdoors, or where they will obstruct the opening of doors or windows; or in any location considered hazardous or where reading, testing or servicing of the meter may become impracticable; or where damage may be caused to any part of Consumer's premises. Meters shall not be located where visits of Association field personnel or authorized contractor will cause unreasonable annoyance or inconvenience to the Consumer or the Association.

**8.2 Meter Readings and Bill Forms**

8.2.1 Each electric meter shall indicate clearly the kilowatt hours [and units of demand where applicable] for which Electric Service the charge is made to the Consumer. In cases where the register and/or chart reading must be multiplied by a constant or factor to obtain the units consumed, the factor, factors, or constant shall be clearly marked on the register or face of the meter.

8.2.2 At the time of the reading of the Consumer's meter or thereafter, upon the Consumer's request, the Association will provide documentation showing the date of the reading and the total usage expressed in kilowatt hours.

8.2.3 All bills rendered to Consumers for metered Electric Service furnished shall show:

8.2.3.1 Net amount due.

8.2.3.2 Beginning and ending dates and meter readings for the period during which service was rendered.

8.2.3.3 A distinct marking to identify an estimated bill.

8.2.3.4 The appropriate Rate or Rate code identification.

8.2.3.5 Last date payable after which the bill becomes past due.

8.2.3.6 All other essential facts upon which the bill is based, including factors and/or constants where practical.

8.2.4 The Association will read meters as nearly as possible at regular intervals. The Association shall not be required to read meters at other than regular meter reading periods except in the case of connection or disconnection of service.

8.2.5 Any Consumer will be permitted to make installment payments if a bill includes amounts from past billing periods arising solely from events under control of the Association such as meter malfunctions, billing errors, meter reading errors, or failure to read the meter. Any

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installment payments under the provisions of this rule may extend over a period equal in length to the period during which the errors were accumulated and shall bear no interest.

### 8.3 Meters and Service Connections

8.3.1 All meters used in connection with the metering of Electric Service shall be furnished, installed, and maintained at the expense of the Association.

8.3.2 All meters used for metering/billing purposes shall be one of the following meter types:

8.3.2.1 ~~Automated Metering Infrastructure (AMI)-Communicating~~ meters using Radio Frequency (RF) technology.

8.3.2.2 ~~Conventional-Non-communicating~~ digital meters requiring manual reading.

8.3.3 In the event a Consumer chooses not to have a ~~AMI-Communicating~~ meter at the Consumer's account, the Consumer may have a ~~conventional-non-communicating~~ digital meter provided; the Consumer notifies PVREA in writing, agrees to allow the Association's employees continued access for meter reading and PVREA equipment maintenance as stipulated in the Association's Rules and Regulations. Service locations that have chosen to opt-out of a communicating meter after 2/1/2023 will be charged a Manual Meter Read Fee listed in Section 11. Non-communicating meters installed prior to 2/1/2023 will not be charged a Manual Meter Read Fee.

~~PVREA will review related meter reading costs annually, to determine if a non-AMI meter reading fee will be implemented at a future date.~~

~~8.3.3~~8.3.4 Any equipment, devices, or facilities furnished at the expense of the Association or on which the Association bears the expense of maintenance and renewal shall remain the property of the Association and may be removed by it at any time after discontinuance of service.

~~8.3.4~~8.3.5 Service to the Consumer's property shall be installed and maintained at the expense of the Association subject to the terms and conditions set forth in the Association's Rules and Regulations and Line Extension Policies.

### 8.4 Accuracy Requirements for Service Watt-Hour Meters

8.4.1 The Association will exercise reasonable care to determine and maintain the general accuracy of all electric meters in use.

8.4.2 No service watt-hour meter that has an error in registration of more than plus or minus two percent at either light load or heavy load shall be placed in service. Demand meters may have an allowable error of not more than two percent of full scale deflection.

8.4.3 Light loads shall be construed to mean approximately five percent to ten percent of the nameplate Rated capacity of the meter. Heavy loads shall be construed to mean not less than sixty percent nor more than one hundred percent of the nameplate Rated capacity of the meter.

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

### 8.5 Meter Installation Tests

All service watt-hour meters shall be tested and adjusted to register accurately to within the limits specified herein and to otherwise conform with the requirements of that Rule before installation.

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## 8.6 Periodic Meter Test Schedule

8.6.1 Meters installed to measure electric energy used by Consumers shall be tested periodically at intervals provided for in the following schedule:

8.6.2 Alternating current watt-hour meters:

8.6.2.1 Meters used with instrument transformers:

Poly-Phase Meters: At least once every 4 years

Single-Phase Meters: At least once every 8 years

8.6.2.2 Self-Contained Poly-Phase Meters: A 1% randomly selected sample per year

8.6.2.3 Self-Contained Single-Phase Meters ~~and Three-Wire Network Meters~~: A 1% randomly selected sample per year

8.6.3 Var-Hour Meters: Same as the schedule for associated watt-hour meters.

## 8.7 Meter Testing Facilities and Equipment

8.7.1 The Association will provide such meter laboratory, meters, instruments, and other equipment and facilities as may be necessary to make the tests required by these rules.

## 8.8 Records of Tests and of Meters

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

8.8.2 Whenever a meter is tested, either on request or upon Complaint, the test record shall include the information necessary for identifying the meter, the reason for making the test, the reading of the meter if removed from service, the result of the test, together with all data taken at the time of the test in sufficiently complete form to permit the convenient checking of the methods employed and the calculations made. Such records shall be retained for a period of not less than two years.

## 8.9 Requests for Meter Tests

8.9.1 The Association shall make a test of the accuracy of any Electric Service free of charge upon the request of a Consumer provided that the meter has not been tested within the ~~twelve month~~~~twelve-month~~ period prior to such request and provided that the Consumer will accept the results of said test as a basis for the settlement of the difference claimed. A written report giving the results of such test shall be made to the Consumer requesting same; the original record being kept on file at the office of the Association for a period of at least two years.

8.9.2 The Association will test any service watt-hour meter upon written application by the Consumer, notwithstanding the fact that the meter has been tested within the ~~twelve month~~~~twelve-month~~ period prior to such request, provided that the Consumer pay a fee as described in Section 11, which shall be refunded by the Association if the meter is found to be fast beyond the limits prescribed herein.

## 8.10 Tests by Independent Tester

8.10.1 Any service watt-hour meter of the Association will be tested by an independent tester upon written application by the Consumer. The cost of such an independent test shall be borne by

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the Association if the meter is found not to be within the limits prescribed in these Rules. The Consumer shall bear the expense of the meter test if the meter is found to be within the limits prescribed in these Rules. A reasonable Deposit from the Consumer to cover the cost for the independent test may be required prior to making the test.

8.10.2 Upon written application the Association will arrange a test on any of the Association's service meters. This rule applies only when there is a dispute between the Consumer and the Association regarding the accuracy of the meter.

### **8.11 Station Instruments and Watt-Hour Meters**

The Association shall cause to have installed such instruments or watt-hour meters as may be necessary to furnish full information as to monthly purchases of electrical energy.

### **8.12 Adjustment of Bills for Meter Errors**

8.12.1 If any service watt-hour meter tested upon the request of the Consumer, by either the Association or the independent tester is found to be more than two percent fast at any load, additional tests shall be made to determine the average error of the meter.

8.12.2 The "average error of the meter" in tests made by the independent tester or the Association shall be defined as the arithmetic average of the percent registration at light load and at heavy load, giving the heavy load registration a weight of four and the light load registration a weight of one.

8.12.3 When a meter is found to have a positive average error in excess of two percent in tests made by either the independent tester or the Association, the Association shall refund to the Consumer an amount equal to the excess charged for the kilowatt hours and/or demand if applicable, incorrectly metered for a period equal to one-half of the time elapsed since the last previous test but not to exceed six months.

8.12.4 When a meter is found to have a negative average error in excess of the two percent in tests made by either the independent tester or the Association, the Association may make a charge to the Consumer for the kilowatt-hours and/or demand if applicable, incorrectly metered for a period equal to one-half of the time elapsed since the last previous test but not to exceed six months.

8.12.5 If a meter is found to have an incorrect register ratio or multiplier, the error shall be corrected. Where the error is adverse to the Consumer, the Association shall refund to the Consumer an amount equal to the excess charged for the kilowatt-hours and/or demand if applicable, incorrectly metered for the period of time the meter was used in billing the Consumer. Where the error is adverse to the Association, the Association may make a charge to the Consumer for the kilowatt-hours and/or demand if applicable, incorrectly metered for the period of time the meter was used in billing the Consumer.

8.12.6 If a meter is found not to register, to register intermittently, or to partially register for any period, the Association shall estimate a charge for the kilowatt-hours and/or demand if applicable, used by averaging the amounts registered over similar periods, or over corresponding periods in previous years or such other acceptable information available.

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**Section 9 Voltage, Frequency and Records**

**9.1 Standard Voltage, Frequency and Permissible Variations**

9.1.1 The Association's standard nominal voltages for its secondary voltage distribution systems are; 120/240 volt, single phase, three-wire; 120/240, three-phase, four-wire delta connected; and where available, 208 volt, three-phase, three-wire, or 120/208 volt or 277/480 volt, three-phase, four-wire wye connected.

9.1.2 Every reasonable effort shall be made by the use of proper equipment and operation to maintain such voltage practically constant at all times. The voltage maintained at the Association's main service terminal (the point at which the Association's service connections terminate) as installed for individual Consumers or groups of Consumers shall be reasonably constant as follows:

9.1.2.1 Allowable service voltage range for secondary metered services is +/- 5% nominal. The emergency voltage range, applicable for limited periods of time due to system problems, is +/- 10% nominal.

9.1.2.2 Allowable service voltage range for primary metered services is +/- 10% nominal.

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

9.1.3 Variations in voltage in excess of those specified caused by the operation of power apparatus on the Consumer's premises which necessarily requires large starting currents by the action of the elements, by infrequent and unavoidable fluctuations of short duration due to necessary station or line operations, shall not be considered a violation of this Rule.

**9.2 Voltage Surveys and Records**

The Association shall have for its use portable indicating voltmeters and recording voltmeters suitable for the service voltages furnished. The Association shall make a sufficient number of voltage surveys to indicate the character of service furnished from each center of distribution.

**POUDRE VALLEY REA, INC.  
RULES & REGULATIONS**

**Section 10 Emergency Load Curtailment**

**10.1 Emergency Load Curtailment**

10.1.1 If load curtailment should become necessary because of pooling agreements of the Association's power supplier or because of system deficiencies of the Association or the Association's power supplier, the Association shall request selected Consumers to reduce load to the extent possible and will notify the general membership through ~~the use of local radio stations~~ various communication channels of the need to curtail load as soon as possible.

10.1.2 Should curtailment be necessary for an extended period of time, a rotating operating schedule will be instituted whereby all Consumers within the classifications would have power for an equal percentage of time.



**POUDRE VALLEY REA, INC.  
RULES & REGULATIONS**

**Section 11 Fees & Charges**

Description	Fees/Charges
Meter Test Fee .....	\$ 55
Membership Fee .....	\$ 0
Service Connect Fee .....	\$ 55
Access Fee .....	\$ 45
Trip Fee .....	\$ 60
Diversion of Electric Energy Fee .....	\$ 200
<del>Special Handling Charge .....</del>	<del>\$ 2</del>
Connect/Reconnect Fee – Regular Hrs. – Single Phase .....	\$ 80
Connect/Reconnect Fee – Regular Hrs. – Three Phase .....	\$ 175
Connect/Reconnect Fee – After Hrs. – Single Phase .....	\$ 135
Connect/Reconnect Fee – After Hrs. – Three Phase .....	\$ 320
Member Requested Meter Exchange .....	\$ 55
Consumer Deposit – Residential .....	*
Consumer Deposit – Commercial .....	*
Consumer Deposit – Large Commercial .....	*
Returned Check Charge .....	\$ 20
Payment Reverse Fee .....	\$ 50
Manual Meter Read - non- <del>Communicating digital AMI meter choice</del> .....	<u>\$ 20</u>
Level I Interconnection Application Fee (includes Net-Metering) .....	\$ 200
Level II & III Interconnection Pre-Application Request Fee .....	\$ 250
Level II Interconnection Application Fee.....	\$ 500
Level III Interconnection Application Fee .....	\$ 1,000
Member Side Service Call – Regular Hrs. – Single Phase .....	\$ 80
Member Side Service Call – Regular Hrs. – Three Phase .....	\$ 175
Member Side Service Call – After Hrs. – Single Phase .....	\$ 135
Member Side Service Call – After Hrs. – Three Phase .....	\$ 320

\* See Section 4.17 for consumer deposits

EFFECTIVE DATE: ~~APRIL 21, 2020~~ FEBRUARY 1, 2023

**POLE ATTACHMENT FEE SCHEDULE**

Description	Fees/Charges
Annual Pole Attachment.....	\$15.00 per attachment per calendar year
New Attachment Application.....	\$500 plus \$10.00 per Pole
Make Ready Work.....	Actual Cost
Pole Attachment Transfer.....	\$500 per attachment
Pre-Construction Inspection.....	\$1,000 or Actual Cost, whichever is greater
Post-Construction Inspection.....	\$1,000 or Actual Cost, whichever is greater
Special /any other Inspections.....	\$1,000 or Actual Cost, whichever is greater
Attachment Audit.....	\$1,000 or Actual Cost, whichever is greater
Safety Inspection.....	\$1,000 or Actual Cost, whichever is greater
Unauthorized Attachment.....	\$1,000 plus annual rent for all years commencing on the date of the Agreement or the date of the last audit of the area, whichever date is more recent

**WIRELESS COMMUNICATION ATTACHMENT FEE SCHEDULE**

The amount of any rate, fee, or cost may be changed by the Cooperative at any time and from time to time during the term of the Agreement

Description	Fees/Charges
<u>Annual Pole Attachment.....</u>	<u>\$250 per attachment per calendar year</u>
<u>New Attachment Application.....</u>	<u>\$500 per location</u>
<u>Make Ready Work.....</u>	<u>Actual Cost</u>
<u>Pole Replacement.....</u>	<u>Actual Cost</u>
<u>Pole Attachment Transfer.....</u>	<u>\$500 per attachment</u>
<u>Pre-Construction Inspection.....</u>	<u>\$1,000 or Actual Cost, whichever is greater</u>
<u>Post-Construction Inspection.....</u>	<u>\$1,000 or Actual Cost, whichever is greater</u>
<u>Special / any other Inspections.....</u>	<u>\$1,000 or Actual Cost, whichever is greater</u>
<u>Attachment Audit.....</u>	<u>\$1,000 or Actual Cost, whichever is greater</u>
<u>Safety Inspection.....</u>	<u>\$1,000 or Actual Cost, whichever is greater</u>
<u>Unauthorized Attachment.....</u>	<u>\$1,000 plus annual rent for all years commencing on the date of the Agreement or the date of the last audit of the area, whichever date is more recent</u>