



ELECTRIC SERVICE REGULATIONS

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ELECTRIC SERVICE REGULATIONS

I. PURPOSE

These Electric Service Regulations ("**Regulations**") govern the delivery of electric services to each Member in an equitable manner, consistent with good operating practices, and in compliance with the rate schedules of Delta-Montrose Electric Association ("**DMEA**").

These Regulations supersede all previous Regulations that may have been effective and may be revised without notice if DMEA finds compliance to be impossible, impracticable, or unnecessary. These Regulations shall not in any way relieve DMEA from any of its duties under the laws of the State of Colorado or its Bylaws. Hard copies are available at the DMEA offices. No waiver of DMEA's rights under these Regulations will be deemed a waiver as to any other provision or constitute a continuing waiver.

II. DEFINITIONS

A. ANSI

American National Standards Institute

B. Bypassing

The act of attaching, connecting, or in any manner affixing any wire, cord, socket, motor, or other instrument, device, or contrivance to DMEA's supply system or any part thereof in such a manner as to transmit, supply, or use any Electric Service without passing through an authorized Meter or other device provided for measuring, registering, determining, or limiting the amount of electricity consumed.

C. Commercial Development

Any development other than a single-family residential development, including multi-family dwellings, multiple single-family residential developments, shopping centers, and business complexes.

D. Construction Delay

Any trip to a job site made by a DMEA construction crew that was arranged by the Member and where the scheduled work could not be completed by the crew because conditions at the site were different than what was represented by the Member.

E. Construction Handbook

The Construction Handbook adopted by DMEA from time to time and made available on its website. DMEA's electric plant shall be constructed, installed, maintained, and operated in accordance with the Construction Handbook.

F. Demand

The rate of power used or generated. DMEA Meters average Demand over a 30-minute period and the units are kilowatts (kW).

G. Developer

Any person or entity participating as owner (including the holder of a contract or of an option to purchase) in the planning, platting, development, promotion, sale or lease of a Subdivision or Commercial Development.

H. Electric Service

The provision of electric power and energy by DMEA at the Point of Delivery.

I. Energy

The measurement of electrical energy used or generated over a period of time. Units are kilowatt-hours (kWh).

J. IEEE

Institute of Electrical and Electronics Engineers

K. Member

As defined in the Bylaws.

L. Member's Installation

Includes all electric facilities on the Member side of the DMEA Point of Delivery (excluding DMEA's Meter). The Member has sole responsibility for the Member's Installation and as such, is responsible for design, construction, operation, maintenance and ownership of Member's equipment.

M. Membership Application

As defined in the Bylaws.

N. Meter

Any meter selected by DMEA to measure electric use.

O. NEC

National Electrical Code

P. NESC

National Electric Safety Code

Q. Optional Rate Schedules

An alternate Rate Tariff charged by DMEA for the same service, such as a "time of use" residential rate instead of a standard residential rate.

R. Person

Any individual, firm, partnership, corporation, company, association, joint-stock association, or other legal entity.

S. Point of Delivery

The point at which DMEA's facilities are connected with the Member's Installation (also referred to by DMEA as the "point of attachment" or "demarc") unless otherwise specified.

T. Power Factor

A term describing the efficiency of the use of electricity for electrical loads. Mathematically, Power Factor (PF) is the ratio of two metered electrical quantities kW (real power) and kVA (apparent power): $PF = kW/kVA$; the result is generally multiplied by 100 to result in a percent quantity.

U. Rate Tariffs

The rates charged by DMEA for Electric Service.

V. SmartHub

The online customer portal provided by DMEA for Members to receive invoices, access detailed account information, to start, stop, or transfer Electric Services, to receive notices from DMEA, to participate in electronic voting, and more.

W. Subdivision

The division of any parcel of land into two or more parcels, separate interests or interests in common—excluding subsurface interests—regardless of the number of acres in each parcel, and including subdivisions approved by a governmental entity.

X. Tampering

The attempt or willful intent to:

1. Bypass or make unauthorized connections to DMEA's electric distribution facilities;
2. Damage, alter, adjust, or in any manner interfere with or obstruct the action or operation of any Meter or other device provided for measuring, registering, determining, or limiting the amount of electricity consumed;
3. Alter any authorized Electric Service connection to avoid any service fees associated with any Meter change; and/or
4. Damage to any DMEA equipment or property as a result of such an attempt.

Y. Unauthorized Metering

The act of removing, moving, installing, connecting, reconnecting, or disconnecting any Meter or metering device for Electric Service by a Person

other than an authorized contractor, employee, or agent of DMEA, or the breaking of Meter seals without prior written approval and knowledge of DMEA.

III. ELECTRIC SERVICE REGULATIONS

A. Rate Tariffs and Electric Service Regulations

The provisions of the respective Rate Tariff(s) will control over these Regulations.

B. Supplying of Service

Electric Service will be supplied under and pursuant to a properly executed Membership Application, which is subject to the applicable Rate Tariff and these Regulations. Any deviations from the requirements of 1-4 below must be approved in writing by DMEA operations and engineering managers.

1. For residential Members, there shall be no Member-owned primary distribution (above 600 V) beyond DMEA's Point of Delivery; and
2. There shall be no Member-owned metering for the purpose of resale of electricity beyond DMEA's metered point except as allowed by section B.4 below.
3. DMEA shall not provide Electric Service to any Member through any third-party-owned facilities that are not approved by DMEA in writing.
4. Master Meter Operator: A Master Meter Operator (MMO) is any entity for which DMEA meters energy use at a common point for multiple down line delivery points. All Master Meter Operators are required to notify DMEA by letter signed by an authorized representative of their desire to be a Master Meter Operator and, if so approved, meet the following requirements:
 - a. As part of its billing for utility services, the MMO shall charge its end-users only the actual cost billed to the MMO by the serving utility.
 - b. The MMO shall not charge end-users for any costs (such as, without limitation, the costs of construction, maintenance, financing, administration, metering, or billing for the equipment and facilities owned by the MMO) in addition to the actual cost billed to the MMO by the serving utility.
 - c. If the MMO bills its end-users separately for service, the sum of such billings shall not exceed the amount billed to the serving utility.
 - d. The MMO will cooperate with DMEA's verification of all of the above.

C. Standard Service Voltage

Standard service voltage, frequency, and number of phases are, or may be provided by DMEA, in accordance with the requirements of the Member. The

availability of the Electric Service is as follows:

Nominal Voltages (Volts): 120; 208; 240; 277; 480; 7,200; 12,470; 46,000; 115,000

Frequency (Hertz): 60

Type of Primary Service: Single-Phase, Two-Phase*, and Three-Phase

**Two-Phase type of service requires a signed waiver form.*

Voltage consistency shall be maintained in accordance with applicable ANSI standards.

D. Standby Generators

Standby generators for emergency use shall not be considered another source of power as long as they do not operate in parallel with the DMEA system.

E. Motors

Refer to the Construction Handbook for information and requirements on connecting motors.

F. Distributed Generation

No other source of electric energy shall be connected to DMEA's electric distribution system except as provided by DMEA's Net Metering procedures, available on DMEA's website, and/or Interconnection Standard for Generating Facilities No Larger Than 10 MW, available upon request.

G. DMEA's Installation

Except as otherwise provided in the Rate Tariffs or these Regulations, DMEA will design, install, operate, maintain or upgrade its lines and equipment on its side of the Point of Delivery, but shall not be required to install, maintain or upgrade any lines or equipment, except Meters and metering accessories, beyond that point. DMEA will extend its supply wires, provide the necessary equipment, and make connection to the Member's Point of Delivery. Only agents of DMEA are authorized to connect DMEA's supply wires to the Member's Point of Delivery.

DMEA shall not attach its supply wires to more than one Meter on a single structure, unless the Meters are grouped together in such a manner that all are energized through the same transformer or as allowed by the NEC.

The Member shall comply with construction standards specified in DMEA's Construction Handbook.

H. Service from Existing Lines

New Electric Service or upgrades of existing Electric Service will be provided to the Member from DMEA's nearest accessible line having the capacity, number of phases and voltages required to meet the request of the Member under these Regulations.

All new Electric Services shall be constructed in compliance with DMEA standards and specifications, the NESC, and/or specifications of all other agencies having jurisdiction.

I. Rights-of-Way

The Member shall convey to DMEA all necessary right-of-way easements prior to the construction and/or extension of its facilities. The Member requesting Electric Service is responsible for ensuring that the right-of-way location is free and clear of encumbrances and is on their property. Additionally, the Member requesting Electric Service shall be responsible for obtaining, at the Member's expense, right-of-way easements from any neighboring property owners to DMEA that are necessary to extend facilities to the Member's property.

J. DMEA Property

All lines, apparatus, instruments, Meters, and materials supplied and/or accepted by DMEA shall be and remain the property of DMEA. DMEA may at any time examine, change, upgrade, or repair its property on the Member's premises and may retire and remove all such property at any time after the Electric Service has been terminated or in accordance with DMEA's idle service standard operating procedures. The cost of making DMEA property accessible on the Member's premises, whether caused by any act or neglect of the Member or previous property owners/Members at that same location, must be paid by the Member currently receiving Electric Service.

In accordance with DMEA's Vegetation Management Policy, DMEA and/or its contractors may enter a Member's premises for the purpose of trimming trees and/or removal of trees to maintain access for the maintenance, protection and safe operation of DMEA's facilities, in DMEA's sole discretion.

K. Power Quality

If the Member adds welding machines, X-ray apparatus, elevators, continuous miners, motors, plasma cutters, other equipment with highly fluctuating or arc-producing load characteristics causing voltage flicker or having an abnormal effect on voltage, the Member shall mitigate abnormal voltage or condition to comply with applicable IEEE and ANSI standards. If the Member does not mitigate abnormal voltages, DMEA reserves the right to install equipment such as capacitors or upgrade other equipment in order to ensure the quality of service as measured at the Point of Delivery to existing Members. The total cost of the required improvements will be borne by the Member.

L. Changes in Member's Load

Because DMEA's wires, transformers, Meters, and other facilities used in supplying service to a Member have a definite limited capacity, the Member shall give sufficient notice to DMEA of any significant planned change to their load to enable DMEA to perform necessary upgrades in its facilities pursuant to

these Regulations.

M. Member's Responsibility

The Member assumes all responsibility on the Member's side of the Point of Delivery for Electric Service supplied or taken as well as for the electrical installation and appliances used in connection therewith. The Member shall, therefore, indemnify, hold harmless, and defend DMEA against all claims, demands, costs, and expenses, for loss, damage, or injury to Persons or property in any manner directly or indirectly connected with, or arising out of, the distribution or use of Electric Service by the Member, at or on the Member's side of the Point of Delivery.

N. Inspection by DMEA

DMEA shall have the right, but does not assume the duty, to inspect Member's Installation at any reasonable time and to refuse to commence or to continue Electric Service whenever it does not consider such installation to be in safe operating condition. Nonetheless, no inspection by DMEA, nor the failure by it to object to the Member's Installation, shall render DMEA in any way liable for any injury or damage resulting from any defective installation by the Member.

O. Member's Use of Service

The Member shall not extend electric facilities beyond the boundary of the property address provided on the Membership Application.

P. Combined Domestic and Commercial Use

Rate assignments are at the sole discretion of DMEA using information available to DMEA at the time of the assignment. DMEA may classify the Electric Service as commercial if the property is used for commercial purposes.

Q. Suspension of Service for Repairs and Changes

For the purpose of making repairs, improvements, or changes in DMEA facilities, transmission, or distribution system, or other property, DMEA may, without incurring any liability therefore, suspend Electric Service for such period as may be required. Whenever possible, DMEA will give reasonable notice to the Member prior to such suspension of Electric Service.

R. Access to Premises

The duly authorized agents of DMEA, and its assignees or designees including those of its subsidiaries, shall have safe and reasonable access to Member premises for the purpose of inspecting and maintaining DMEA's supply wiring and apparatus, upgrading, repairing, removing or replacing its property, and reading or disconnecting Meters. If safe and reasonable access is not provided, DMEA will take appropriate measures to ensure said safe and reasonable access at the Member's expense, including requiring Members to relocate supply wires, move Meter bases away from hazards such as vicious animals,

and move out of locations made inaccessible due to Member or previous Member actions (such as installing an addition, enclosing a porch, locked gates, installing patios, or modifying landscaping, etc.). If a Member denies DMEA or its subsidiary(ies) or their respective agents, assignees, or designees access to the Member's premises, DMEA may suspend Electric Service until such time as safe and reasonable access is granted.

S. Service Calls

If a Member requests DMEA send an employee to the Member's premises to restore Electric Service and the issue with interrupted Electric Service is found to be in the Member's facilities, DMEA will notify the Member of the problem but will not repair the problem. DMEA may, at its discretion, charge the Member for service calls of this nature.

T. Continuity of Service

DMEA may suspend, terminate, or interrupt Electric Service for public safety reasons or in the case of emergency. DMEA does not insure, guarantee, or warrant that DMEA will provide adequate, continuous, or non-fluctuating Electric Service. DMEA is not liable for damages, costs, or expenses, including attorneys' fees or other expenses caused by DMEA providing inadequate, noncontinuous, or fluctuating electric energy. DMEA's responsibility and liability for providing Electric Service terminates upon Point of Delivery.

U. Suspension of Service

For any default or breach by a Member of any agreement with DMEA, including failure to pay bills promptly, DMEA, in addition to all other legal remedies and those described elsewhere in these Regulations (including disconnection), may suspend the supply of Electric Service. No such suspension will be made without giving advance notice to the Member; however, no such advance notification shall be required in the following instances:

1. In cases of theft or unauthorized use by Member;
2. Payment of past due balances with payment to DMEA made with non-sufficient funds (NSF) checks or with funds not made available to the account on which they were issued;
3. Failure to make payment when due;
4. In case of a dangerous condition on Member's side of the Point of Delivery;
5. Failure to maintain a safe and easily accessible Point of Delivery for DMEA equipment and metering.

Failure by DMEA at any time after such default or breach either to suspend supply of Electric Service or to resort to any other remedy shall not affect DMEA's right thereafter to resort to or to exercise any one or more of such

remedies for the same or any future default or breach by a Member.

IV. METER REGULATIONS

A. Installation

All electric wiring, conduits, cables, and apparatus, including necessary protective appliances essential to utilization of Electric Service on the Member's side of the Point of Delivery, except DMEA's Meters and accessories, shall be furnished, installed, and maintained at the Member's expense, except as specifically provided in the Membership Application or applicable Rate Tariff. Member is responsible for locating Member-owned facilities. Members must select all wires, apparatus, and equipment as to achieve safety, good efficiency, good voltage regulation, Power Factor between 95% and 100%, and comply with DMEA's power quality standards based on the standards of the NESC, the ANSI, IEEE, NEC and also with the regulations of any governmental authority having jurisdiction. The Member shall not employ or utilize any equipment, appliance or device that will adversely affect DMEA's Electric Service to DMEA's equipment or to other Members.

The Member shall arrange their load so that there will be a reasonable electric load balance between the phases of a three-phase service and between the 2 legs of a single-phase three-wire service at the Point of Delivery.

Unless otherwise authorized by DMEA, Meter readings will not be combined for billing purposes. Adjoining properties may be combined on a single Meter at the Member's expense and served as a single Member where such properties are controlled, occupied, and used for farm or commercial purposes by a single enterprise engaged in the pursuit of a single business. Electric Service to the same Person at different premises will be considered as Electric Service to the same Member but will be metered and billed separately.

At its expense, DMEA will furnish, install, maintain, own and upgrade the necessary Meter(s), which may be capable of AMR (automated meter reading), and related accessories, including AMR-enabled devices and disconnect collars and conduit for CT (current transformer) metering for measuring the Electric Service used by the Member.

B. Location of Meters

The Member shall provide and maintain a safe and easily accessible location for the installation of the Meter at the satisfaction and without expense to DMEA. Meter locations shall remain on the exterior wall of the premises being served such that the Meters are easily accessible by DMEA at any time for reading, testing, and servicing. Meters shall not be installed where they will interfere with traffic in halls or passageways, or sidewalks or driveways, or where they will obstruct the opening of doors or windows, or in any location considered hazardous, or where reading, testing, or servicing of the Meter may become

impracticable, or where damage may be caused to any part of the Member's premises. Meters shall not be located where visits of a Meter reader or serviceperson will cause unreasonable annoyance or inconvenience to the Member.

Failure to maintain a safe and easily accessible Meter location may result in DMEA relocating the Meter at the Member's expense or suspending or disconnecting Electric Service until such time as the Meter is relocated to a location satisfactory to DMEA. Meter installation shall be installed in accordance with the NESC and inspected and properly tagged by an authorized representative of the State Electrical Inspector in their area of jurisdiction before the Electric Service will be energized. Refer to the Construction Handbook for more information on Meter installations.

C. Meter Reading Schedule

DMEA will read Meters at regular intervals. DMEA shall not be required to read Meters at times other than regular Meter reading periods, except in case of connection or disconnection of Electric Service.

D. Meter Measurement Indication

Where applicable, each Meter shall clearly indicate the kilowatt-hours and units of Demand for which a service charge is made to the Member. In those cases where the register must be multiplied by a constant or factor(s) to obtain the units consumed, the factor(s) or constant shall be marked at the point of metering or designated on the Member's bill. If DMEA becomes aware a Meter is not readable, DMEA will replace it at DMEA's expense.

E. Transformer Losses for Primary Service

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

F. Meter Tests by DMEA

DMEA will test and inspect its Meters periodically in accordance with generally accepted meter-testing practices pursuant to DMEA's Meter Testing Schedule. DMEA shall make a test of the accuracy of any Meter free of charge upon request of a Member; provided that the Meter has not been tested within the 12-month period prior to such request, and provided that the Member will accept the results of such test as a basis for the settlement of any difference claimed.

A written report with the result of such test shall be given to the Member

requesting the test. If the Member requests more than one Meter test within a 12-month period, they may be billed for all test-related expenses after the first test.

Each Meter test board shall at all times be accompanied by a certificate or calibrating card signed by a standardizing laboratory, giving the date when it was last certified and adjusted. Records of certification and calibrations shall be kept on file in DMEA's offices for the life of the instruments. All portable indicating electrical testing instruments, such as voltmeters, ammeters and watt-meters, when in regular use for testing purposes, shall have their calibration regularly and frequently determined, using suitable reference standards. Instruments used should be checked at least annually, and if found appreciably in error at zero, or more than 1% of full-scale value at commonly used scale deflection, be adjusted and certified by a laboratory.

G. Standard of Accuracy

DMEA will exercise reasonable care to determine and maintain the general accuracy of all Meters in use. Meters that have an incorrect register constant, test constant, or that register upon no load ("creeps"), shall not be placed in service or allowed to remain in service without proper adjustment and correction. Meters that have an error in registration of more than plus or minus 2% (calculated at light load) shall be removed from service. Demand Meters may have an allowable error of not more than 2% of full scale deflection, except that the allowable error for thermal type Meters may be 3%. Whenever, by periodic or any other tests, a Meter is found to exceed these limits, DMEA will adjust or replace it. Light loads shall be construed to mean approximately 5% to 10% of the nameplate-rated capacity of the Meter. Heavy loads shall be construed to mean not less than 60% or more than 100% of the nameplate-rated capacity of the Meter. The average error of the Meter shall be defined as the arithmetic average of the percent registration at light load and at heavy load, giving the heavy load registration a weight of 4 and the light load registration a weight of 1.

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

H. Adjustments of Bills for Meter Errors

If, after testing of any Meter at the request of the Member, the Meter is found to be more than 2% fast at any load, DMEA shall perform additional tests to determine the average error of the Meter.

The average error of the Meter based on DMEA's tests 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.

1. Adjustments for Fast Meters

When a Meter is found to have a positive average error; that is, is fast in excess of 2% in tests made at the request of the Member, DMEA shall refund to the Member an amount equal to the excess charged for the kilowatt-hours incorrectly metered for a period not to exceed 6 months.

2. Adjustments for Slow Meters

When a Meter is found to have a negative average error; that is, is slow in excess of the 2% in tests made at the request of the Member, DMEA shall charge the Member for the kilowatt-hours incorrectly metered for a period not to exceed 6 months.

3. Adjustments for Incorrect Register Multiplier

If a Meter is found to have an incorrect register ratio or multiplier, DMEA shall correct the error. Where the error is adverse to the Member, DMEA shall credit to the Member's account an amount equal to the excess charged for kilowatt-hours incorrectly metered for the period of time the Meter was used in billing the Member, but not to exceed 6 months. Where the error is adverse to DMEA, DMEA may charge the Member for the kilowatt-hours incorrectly metered for the period of time the Meter was used in billing the Member, for a period not to exceed 6 months.

4. Adjustments for Incorrect Register Operation

If DMEA's Meter fails at any time to register accurately, or if DMEA is unable to read a Meter for any reason, DMEA may estimate the Member's Meter reading during the time of such Meter failure or inability to read the Meter on the basis of the best available data.

If any appliance or wiring connections are found on Member's premises which prevent the Meter from accurately recording the total amount of Demand and/or energy used on the premises, DMEA may suspend Electric Service and/or require the Member to make such changes in their wiring installation as DMEA deems proper, and may estimate the amount of energy consumed and not registered as accurately as possible. The Member will be required to pay for this estimated consumption and costs of disconnecting and connecting Electric Service, plus other costs of Meter repair or replacement.

5. Adjustments for Other Issues Arising from DMEA Controlled Events

For all other issues with Meters not addressed above and caused by DMEA, DMEA shall charge or refund to the Member, as applicable, an amount equal to the shortfall or excess, as applicable, for a period not to exceed 6 months.

V. RATES AND BILLING REGULATIONS

A. Rate Tariffs

Rate Tariffs are subject to review, revision and approval of DMEA's Board of Directors. Rate Tariffs shall be available on DMEA's website.

B. Selection and Changes of Rate Tariffs

DMEA will place the prospective Member in the applicable Rate Tariff for Electric Service requested based on the Member's statement of the class of service desired, the amount and manner of use, and other pertinent information. The Member's rate may change if DMEA finds information leading to the determination that the existing rate is in error or if the Member notifies DMEA in writing that there has been a change in status and DMEA finds a change in rates necessary. Such changes in rate will be made from and after the date of the next Meter reading.

A Member being billed under one or more Optional Rate Schedules applicable to their class of service may elect to be billed on any other applicable Rate Tariff by notifying DMEA and DMEA will bill the Member under such elected Schedule from and after the date of the next Meter reading.

C. Billing Components

Depending on the applicable Rate Tariff, bills may contain the following components:

1. *Access Fee* is the fixed amount charged monthly to Members to make Electric Service generally available.
2. *Energy Charge* is the variable amount charged to Members for their consumption of electricity over the billing period.
3. *Member Demand Charge* is the variable amount charged, in applicable Rate Tariffs, to Members for the maximum Demand.
4. *Franchise Fees*, where applicable, are the fees passed along from certain municipalities within DMEA's service territory.
5. *Other Charges and Fees*
 - a. *Security Light Fee*
 - b. *Idle Service*
 - c. *Other flat rate fees*
6. *Taxes* are the charges associated with state, city, and county taxes.
7. *Adjustments* are charges or credits associated with the Member's bill including, but not limited to:
 - a. Misread Meters;
 - b. Transferred amounts from one account to another;
 - c. Delinquent charges;

- d. Collection fees;
- e. Tampering fees; and/or
- f. Over/under payments.

D. Service Fees

DMEA will charge fees for disconnection, reconnection, bad checks, after-hours service, delinquent balances, Meter Tampering, relocation estimates, transfers, and other services as determined by DMEA.

E. Information Included on Bills

All bills tendered to the Member for Electric Service furnished shall show:

1. Net amount due;
2. Dates and Meter readings beginning and ending the period during which Electric Service was rendered;
3. A distinct marking to identify estimated billing;
4. An identification of the applicable Rate Tariff;
5. Last day payable after which the bill becomes past due;
6. The kilowatt-hours and units of Demand, where applicable;
7. Any multipliers or constant factors used to calculate either kilowatt-hours or Demand; and
8. All other essential facts upon which the bill is based, including factors and/or constants, where applicable and as determined by DMEA.

Where available, DMEA will provide Members with interval data for the applicable billing period on SmartHub.

F. Separate Bills

At each Point of Delivery, the use of Electric Service shall be metered separately for each Member served. Whenever, for any reason, DMEA furnishes two or more Meters for a single Member, each Point of Delivery shall be considered a separate service and shall be separately billed.

G. Billing Period

Bills ordinarily will be rendered regularly at monthly intervals. The number of days in a billing cycle may vary from month to month. DMEA reserves the right to require payment of bills for Electric Service at more frequent intervals. In such event, the Meter will be billed at the intervals specified by DMEA.

H. Payment Due Date

The due date of a bill for Electric Service shall be no earlier than 10 days after the date of mailing or electronic delivery of the bill. Final bills, special bills, and bills

for connection and reconnection are due on the date set forth on the bill. All payments for Electric Service, including any excise tax imposed by governmental authority, must be received by DMEA or authorized agent of DMEA by the due date specified on the bill.

I. Delivery of Bill

Bills will be considered delivered when: (i) made available on the Member's SmartHub account or, (ii) at the written request of the Member, mailed to the address of the Member who signs the Membership Application or to such other address as the Member requests in writing.

J. Failure to Receive Bill

If the Member fails to receive a bill, DMEA will issue a duplicate upon request. However, failure to receive a bill in no way exempts the Member from timely payment.

K. Disputed Bills

If, prior to the time that payment is due, a Member gives notice (by phone or in writing) that the correctness of the bill is disputed, stating reasons for the dispute, DMEA will promptly investigate the complaint and render a resolution. However, such notice disputing correctness of a bill shall not be sufficient reason for withholding payment. If the bill is found to be incorrect, DMEA will refund the amount of overpayment or credit the amount of overpayment to the next bill rendered.

L. Responsibility for Payment

The party responsible for payment of Electric Service is the Member. DMEA shall take reasonable and timely steps to secure payment by or collections from the Member. In the event such efforts are not successful, DMEA may require the Member prepay their account for a minimum of 12 months.

M. Payment Methods

All Members will be permitted to make payment on their account using methods approved by DMEA. However, if a Member has tendered payment that was declined, DMEA may choose not to accept that form of payment in the future.

N. Payments Required Regardless of Interruption

Interruptions in Electric Service will not relieve the Member from payment of any charges for Electric Service actually supplied, nor will damage to a Member's equipment or machinery or failure of Member's Installations relieve the Member of payment obligations.

O. Payment Extensions

DMEA does not offer payment extensions.

P. Payment for Past Services

DMEA may require a Member who is delinquent in payments to DMEA for Electric Service previously rendered at the same or other locations, or a Member who is a member of the household of a former Member who is delinquent in payments to DMEA for Electric Service previously rendered at the same or other locations, to prepay for Electric Service until the later of: (i) twelve (12) months following the date of such delinquency or (ii) such indebtedness is paid in full.

Q. Payments Due from Previous Occupant

DMEA will not refuse to provide Electric Service to a present or prospective Member solely due to delinquent payment for Electric Service rendered to a previous occupant of the premises to be served or unpaid charges for Electric Service or facilities not ordered by the present or prospective Member. However, DMEA may require the present or prospective Member to prepay for Electric Service until the later of: (i) twelve (12) months following the date of such delinquency or (ii) such indebtedness is paid in full.

R. Deposits

DMEA shall retain the right to require a cash billing deposit based upon credit history, financial risk to DMEA, or stability of the account. Any required deposit is not to be considered as advance payment or partial payment of any bill for Electric Service. The making of a deposit shall not relieve any Member from payment of current bills as they become due and no deposit shall be applied by DMEA to any indebtedness of the Member to DMEA except to a bill for Electric Service due or past due after Electric Service is terminated or upon bankruptcy of the Member. In the latter case, the deposit shall be deemed as payment for Electric Service provided prior to bankruptcy.

S. Prepay Accounts

In some instances, Members may be required to or may choose to prepay their accounts by making payments for Electric Service in advance of consuming electricity. Prepayment of accounts will be subject to DMEA's then-current prepayment agreement and other applicable policies.

T. Installment Payment Plans

DMEA does not offer installment payment arrangements.

U. Budget Billing Plan

Any eligible Member electing to participate in budget billing shall pay monthly an amount calculated by taking the total of the most recent 12 months Energy Charge, Access Fee, Member Demand Charge, Franchise Fee, Security Light Fee, and sales tax, which is divided by 12 and the total is rounded up to the nearest dollar. If the amount collected results in an overage based on actual usage, the overage will be divided by 12 and credited over the following 12 months of bills.

Budget billing will automatically continue from year to year unless terminated by either party.

VI. DIVERSION REGULATIONS

A. Evidence of Tampering

The existence of electric energy consuming devices installed ahead of the Meter or any Tampering or interfering with wires, devices or equipment connected to DMEA's distribution system or damage to, alteration, or obstruction of any Meter (including the breaking of Meter seals) that will permit or make possible the use of electric energy without its proper registration on DMEA's Meter, shall constitute presumed evidence of diversion of electric energy by the Member in whose name Electric Service is being rendered, or by the Person benefiting from the use of such diverted electric energy.

B. Check Metering

In the event DMEA's check Meter registers more electric energy in the same interval of time than does the Meter installed at the Member's premises, and after both Meters have been tested and found to be registering within the limits of accuracy prescribed in the Standard of Accuracy section of these Regulations, such fact shall constitute clear evidence of diversion of electric energy.

C. Diversion by Member

There is a rebuttable presumption that a Member at any premises where Bypassing, Tampering, or Unauthorized Metering is proven to exist caused or had knowledge of such Bypassing, Tampering, or Unauthorized Metering if the Member controlled access to the part of DMEA's electric supply system on the premises where the Bypassing, Tampering, or Unauthorized Metering is proven to exist.

D. Diversion by Tenant or Occupant

Under the applicable Colorado statutes, there is a rebuttable presumption that a tenant or occupant of any premises where Bypassing, Tampering, or Unauthorized Metering is proven to exist caused or had knowledge of such Bypassing, Tampering, or Unauthorized Metering if the tenant or occupant had controlled access to the part of DMEA's electric supply system on the premises where the Bypassing, Tampering, or Unauthorized Metering is proven to exist and if the tenant or occupant was responsible or partially responsible for payment, either directly or indirectly, to DMEA or to any other Person for Electric Service provided for the premises.

E. Damages and Payment

In any instance of Bypassing, Tampering, or Unauthorized Metering, DMEA shall have the right to charge the Member a fee depending on the estimated amount

of damages to DMEA, irrespective of DMEA's rights to bring a civil action for damages by law. DMEA may discontinue Electric Service to the Member because of any act of Bypassing, Tampering, or Unauthorized Metering and shall not provide additional Electric Service to the Member or to any other Person for the Member's use at the same or any other location until the Member has paid all bills for the amount of said damages.

F. Access and Equipment Requirements Following Diversion

If a Member is disconnected following diversion of electric energy, DMEA reserves the right to require the Member, at their own expense, to install or arrange with DMEA to have installed, service entrance and any equipment necessary to prevent further diversion of electric energy. DMEA will not render Electric Service to the Member, or to any other Person for the Member's use, at the same location until all required equipment has been installed.

VII. DISCONNECTION REGULATIONS

A. Causes for Disconnection

Disconnection of Electric Service may occur at Member request, for non-payment or failure to comply with payment arrangements, for failure to maintain a positive balance in a prepay account, for failure to submit proper membership documentation to DMEA, or for failure to comply with DMEA rules pertaining to facilities and equipment access, power quality, safety, diversion of electric energy, or subterfuge.

B. Member Discontinuance of Service

A Member wishing to discontinue Electric Service shall give notice to DMEA to that effect, unless otherwise specified in the rate schedule or applicable contract, in order to allow time for final Meter reading and disconnection of Electric Service. Upon receipt of notice from a Member, DMEA shall disconnect Electric Service within 3 business days. Where such notice is not received by DMEA, the Member will be liable for Electric Service until final reading of the Meter. The Member will be responsible for any property damage sustained as a result of the requested disconnection.

C. Disconnects for Non-Payment

1. Partial Payment

Electric Service will be disconnected if a Member does not pay their electric bill in full, plus applicable late fees for non-payment applied to the account but not yet billed, to DMEA.

2. Multi-Unit Dwellings

Electric Service may not be discontinued if the party responsible for payment pays the amount on the disconnect notice, or if the occupants pay each new bill within 10 days of issuance. Occupants shall not be entitled to

installment payments or any payment plan other than paying each new bill in full within 10 days of issuance to avoid disconnection. Electric Service may be discontinued, without further notice or attempt at personal contact, for failure of the occupants to pay each new bill within 10 days of issuance.

D. Disconnects for Failure to Submit Proper Membership Documentation

Electric Service will not be disconnected if a person requesting Electric Service submits to DMEA all membership documentation required by DMEA, including without limitation a signed Membership Application, government-issued photo identification, and documentation evidencing possession of the property where Electric Service is to be supplied (such as a lease, contract for purchase, deed, or other authorization approved by DMEA) within 2 business days of requesting Electric Service, unless a longer time period is agreed to by DMEA.

E. Disconnection Rules

1. Written Notification

Written notice of proposed disconnection of Electric Service will be mailed by first-class mail or sent electronically at least 7 days before the proposed disconnection date, advising the Member what particular rule has been violated for which Electric Service will be discontinued, and/or the amount past due and the date by which the same shall be paid to avoid disconnection. Information to be included in the written disconnect notification is detailed in the Disconnection Notice Requirements section of these Regulations.

This Rule shall not apply where Tampering or Bypassing is discovered on a Member's Meter, any hazardous condition exists on a Member's premises, or in the case of a Member utilizing Electric Service in such a manner as to make it dangerous for occupants of the premises, thus making an immediate discontinuance of Electric Service to the premises imperative in DMEA's discretion.

2. Multi-Unit Dwelling Notification

If disconnection of Electric Service involves individual permanent residents of a multi-unit dwelling where Electric Service for the entire multi-unit dwelling is supplied through one Member and one Meter, DMEA shall provide notice of such disconnection to the Member. The Member shall be responsible for providing notice of disconnection to individual permanent residents.

3. Waiver of Written Notification

Requirements for written notification may be waived:

- a. When, in the opinion of DMEA, an immediate disconnection of

Electric Service to the premises is imperative for reasons of safety. Such reasons might include a condition or installation of any part of the Member's or DMEA's lines, pipes, equipment, apparatus, or appliances which is found to be dangerous to life, health, or safety of any Person.

- b. When discontinuance is ordered by any properly constituted governmental authority due to alleged violations by the Member of the ordinances, statutes, or regulations applicable to the Electric Service. DMEA shall not be responsible for verifying such conditions.
- c. When Electric Service that was discontinued in accordance with these Regulations is discovered restored by someone other than DMEA.
- d. Tampering with or Bypassing the Member's Meter.

F. Disconnection Restrictions

1. Weekends and Holidays

If the Member requested the disconnect, Electric Service will not be disconnected between 5:00 p.m. on Friday and 8 a.m. the following Monday, or between 5:00 p.m. on the day prior to and 8 a.m. on the day following any federal holiday or DMEA-observed holiday. Disconnects for nonpayment will be processed on the next business day, unless that day falls on a federal holiday or DMEA-observed holiday.

2. Amounts Not Yet Appearing on Regular Bill

Electric Service shall not be disconnected for non-payment of any sum due for Electric Service which has not appeared on a regular monthly bill, with the exception of late fees applied to the account but not yet billed.

3. Amounts Due from Other Accounts

Electric Service shall not be disconnected for non-payment of any sum due for Electric Service to other account(s) presently or previously held by the Member, or for amounts due for Electric Service to other account(s) where the Member was a beneficiary of Electric Service, unless the amount has first been transferred to the account on which notice may be given and has been displayed on a regular monthly bill. In such event, the amount transferred shall be considered "due" on the regular due date of the bill on which it first appears as a transfer and shall be subject to notice the same as if it had been billed for the first time.

4. Amounts Due from Previous Occupant

Electric Service shall not be disconnected for non-payment of any sum due from a previous occupant of the premises who was the Member of record.

However, DMEA may give notice of intent to discontinue Electric Service for a rule violation and upon expiration of the notice may decline to continue to furnish Electric Service at the same premises if it believes the Electric Service is being obtained by a delinquent Member by subterfuge in any manner. 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 whose account is delinquent and who continues to reside or do business at the premises. Additionally, DMEA reserves the right to require a new Member at the same premises to prepay their account.

5. Amounts Due for Non-Utility Services

Electric Service shall not be disconnected for failure to pay any past due amount not related to Electric Service rendered by DMEA.

G. Disconnection Notice Requirements

1. Notice Format and Heading

The Disconnection Notice shall be conspicuous in nature and in easily understood language. The heading of the notice shall be in block capital letters. The heading shall contain, as a minimum, the following warning written in English and Spanish: THIS IS A FINAL NOTICE OF DISCONNECTION OF ELECTRIC UTILITY SERVICE AND CONTAINS IMPORTANT INFORMATION INVOLVING YOUR LEGAL RIGHTS AND REMEDIES.

2. Continuance of Service Pending Investigation and/or Hearing

The Disconnection Notice shall inform the Member that the CEO of DMEA, or their designee, at their discretion and upon such terms as they may prescribe, may order DMEA to continue Electric Service pending an investigation and/or a hearing. Terms may include, but not be limited to, the posting of a deposit or timely payment of all undisputed charges which the CEO, or their designee, determines to be reasonable under the circumstances.

3. Payment Requirements

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

4. Member Assistance Programs

The disconnection notice shall advise Members of programs which provide Member assistance of benefits relating to utility service. Unintentional error, by omission or incorrectness, of a utility in providing

such information shall not render the notice void.

H. Service Restorations

1. Service Restoration after Disconnection

Where Electric Service has been disconnected, DMEA shall endeavor to restore Electric Service within 1 business day after elimination by the Member of the cause for discontinuance, unless extenuating circumstances prevent restoration. If a Member has not been reconnected within 1 business day, the Member should call DMEA to report the issue.

2. Service Restoration through Full Payment

Electric Service which has been disconnected due to failure to pay will be restored if the Member pays in full the amount shown on the disconnect notice, plus any late fees and/or reconnection charges as may be specifically required by DMEA's tariffs, these Regulations, or other policies.

3. Service Restoration after Diversion

If diversion of electric energy has been confirmed after discontinuance of Electric Service, DMEA will not render Electric Service to the Member or to any other Person for the Member's use until the Member has paid all charges relating to the diversion of electric energy, all disconnection or reconnection charges, and all past-due bills for Electric Service rendered at the same location.

Additionally, before Electric Service will be restored, DMEA must confirm that the diversion cause for the disconnection of Electric Service has been cured and any equipment necessary to prevent further diversion of electric energy has been installed, as addressed in the following section of these Regulations. Restoration after diversion will only occur during DMEA's stated business hours unless the Member agrees to pay DMEA's standard after-hours fees for restoration.

4. Service Restoration after Normal Business Hours

Service restorations requiring DMEA field personnel shall generally be performed by DMEA or its agents during normal business hours. If DMEA is required or requested to perform such duties outside of normal business hours, the Member making the request may be required to pay a higher cost.

VIII. LINE EXTENSIONS

A. General

1. This section applies to all new extensions, upgrades, retirements, or other

changes to DMEA facilities. In all circumstances the applicant or Member shall be the fee owner of the property to be serviced by the extension, upgrade, retirement, or other change, or have the appropriate property rights for the property as evidenced by documentation satisfactory to DMEA. Additionally, the Member requesting Electric Service shall be responsible for obtaining, at the Member's expense, right-of-way easements from any neighboring property owners to DMEA that are necessary to extend facilities to the Member's property.

2. DMEA's classification of an Electric Service applicant and its determination of design and construction costs shall be final. DMEA's design considerations may include, among other things, capacity, number of phases, power quality, reliability, and other economic considerations.
3. The term "extension" shall constitute any continuation of, or branch line from, the nearest available existing DMEA line or facility that has the required number of primary phases or secondary voltage to provide the applicable type of Electric Service. Upgrade of existing facilities that have the required number of primary phases or the same secondary voltage is also classified as an extension.
4. DMEA will determine the kVA size of all distribution transformers and size of secondary and service wires. The applicant will pay for the transformer and wire as sized by DMEA. If the applicant's load dictates a transformer or wire size change in the future, the material and labor cost for this change out will be borne by DMEA if:
 - a. The number of phases remains the same;
 - b. The voltage remains the same; and
 - c. The member's electrical panel(s) size remains the same.

Otherwise, the Member is responsible for upgrade costs. If the Member requests a larger size transformer or wire than necessary for the panel(s) size to mitigate power quality concerns or for any other reason, the cost to replace the transformer and wire will be borne by the Member.

5. Upgrades and/or extensions of DMEA facilities shall be paid by the Member requesting or causing the need for an improvement. DMEA reserves the right to determine any additional necessary facility upgrades for its own purposes and to pay for that portion of the additional upgrade cost by proportionately sharing the total cost of the upgrade or extension with the Member. Additionally, Member upgrades may require distribution, substation, and/or transmission system improvements to the electric grid. DMEA will determine the proportion of any cost sharing, if any, if DMEA benefits from such improvements. This determination will be made at DMEA's sole discretion.
6. Nothing in these Regulations shall be construed to prevent DMEA from

adopting modified extension agreements with individual Members on a case-by-case basis.

7. All costs of construction shall be determined from DMEA's then-current unit constructions costs and shall include all costs necessary for the extension or upgrade of facilities including a plant investment fee.
8. DMEA shall own, design, construct, operate, and maintain all facilities, including meters on its side of the point of attachment, for all classes of Electric Service.
9. DMEA reserves the right to charge a design fee to the Member to cover DMEA's costs such as engineering expenses, investigation costs associated with obtaining necessary licenses and permits, and such other costs as may be incurred from exploring various Electric Service alternatives. A design fee may be a lump sum or may be assessed on an hourly rate based on an estimate of labor hours to be expended. The design fee will be credited toward the cost of construction.

B. Regulations for Extensions

1. **Timing.** In accordance with this Section B, DMEA will endeavor to build extensions or upgrades within a reasonable period of time after the request for Electric Service has been received and after the applicant meets all requirements herein and other applicable DMEA policies.
2. **Scheduling of Service.** DMEA will make a reasonable attempt to handle requests for Electric Service in order of the date it receives completed requests. However, DMEA may consider members' individual circumstances and needs when establishing its design and construction schedules. DMEA will endeavor to proactively communicate with members in the design/construction schedule to keep them informed of their job status. Jobs will be handled as expeditiously as possible given the circumstances.
3. **Construction Prepayments.** Prepayment for all estimated construction costs will be required for any extension or upgrade. Construction costs are defined to be the estimated cost of the line extension or upgrade as determined by DMEA. Construction cost estimates are only valid for the time period described in the cost letter provided to the applicant; DMEA retains the option of refunding unused advance prepayments or revising the construction cost estimate. In any event, if construction funds are prepaid yet the project is not completed within a year of the date of DMEA's cost letter, DMEA shall re-determine the current cost of the remaining construction of the extension or upgrade.
4. **Fees for Canceled Jobs.** If construction estimate is not paid in full within the time period described in the cost letter provided to the applicant, DMEA

reserves the right to invoice the applicant for all costs incurred in connection with the design of the job through the date of cancellation.

5. **Plant Investment Fee.** A plant investment fee shall be charged to fund improvements to the DMEA's electric system. This fee shall be assessed per amp, per phase, for all new Electric Service and Electric Service upgrades.
6. **Overhead to Underground Conversion.** DMEA does not intend to make wholesale change outs of existing overhead Electric Service to underground. Members requesting such change outs for the purpose of converting overhead to underground shall pay to DMEA a non-refundable advance for construction based on the estimated cost of the conversion requested.
7. **Relocation of Facilities.** All relocation of existing facilities will be completed after a non-refundable advance of unrestricted funds for construction has been made by the Member, based on the estimated cost of said relocation and DMEA's approval. Such relocation shall be based upon DMEA standards and procedures. Relocation for new development shall be paid by the Developer.
8. **Construction Delays.** DMEA reserves the right to assess a flat charge to any Member causing a Construction Delay. This flat charge shall be paid or arrangements shall be made for payment before construction will resume. Any Construction Delays may also cause a delay for rescheduling DMEA construction crews to return to the job.

C. Temporary Service

Temporary Electric Service may be provided in one of the two following circumstances:

- a. **Construction Temporaries.** Construction temporaries are Electric Service required to construct a Member's facility with the intent to install a permanent meter within a 12-month period of time. This type of Electric Service is not intended to continue indefinitely and will be transitioned to permanent Electric Service after 12 months.
- b. **Temporary in Nature by Intent.** Circuses, bazaars, fairs, concessions, and similar enterprises must pay the total construction and retirement costs as a non-refundable advance made prior to the commencement of construction.

D. Extensions Supplying Electric Service to Subdivision Developments, Commercial Developments, and Mobile Home Subdivision Parks

With respect to extensions supplying Electric Service to Subdivisions, commercial developments, and mobile home subdivision parks, Developer's shall have the following responsibilities:

1. If the development is a Subdivision requiring approval from a governmental

entity, the Developer shall, in advance of receiving Electric Service, provide DMEA a copy of the draft Subdivision plat which meets Subdivision requirements of the reviewing governmental entity. This plat must show the location of lots, streets, alleys, existing buildings, existing utilities and any other underground installation or obstructions existing or planned. A copy of the final recorded Subdivision plat shall also be provided to DMEA.

2. If the development is a Subdivision that is exempt from governmental approval, the Developer shall, in advance of receiving Electric Service, give DMEA a map showing the existing parcels and the new proposed parcels along with the location of ingress/egress easements, utility easements, building envelopes, existing utilities and other underground installations or obstructions, and any other information reasonably calculated to assist the DMEA in designing and approving Electric Service to the Subdivision.
3. The Subdivision design, including all utility and ingress/egress easements, shall comply with DMEA's policies for design, installation, operation and maintenance of the system, including access to and from each easement. DMEA prefers front lot line easements for underground electric facilities.
4. If the Subdivision approval process creates a new utility easement adjacent to an existing DMEA line, the Developer shall pay the cost of moving all DMEA plant into the new easement as part of the line extension cost for said development unless DMEA determines it is in its best interest to not relocate.
5. The Developer will provide DMEA with all pertinent load data to be used in design of the Subdivision.
6. The Developer will provide permanent rough grade prior to the installation of underground facilities.
7. The Developer is responsible for all "on site" costs associated with the primary backbone for the Subdivision.
8. The Developer is responsible for all "off-site" costs required to provide Electric Service to the Subdivision which may include, but is not limited to, construction of a new three-phase circuit to the Subdivision site, upgrade of an existing single-phase circuit to a three-phase circuit, or other necessary up-line improvements.
9. Developers should refer to DMEA's Construction Handbook for additional construction guidelines.

IX. FACILITIES REGULATIONS

E. DMEA Property

All lines, wires, apparatus, instruments, Meters, transformers, and materials supplied by DMEA at its expense, or under its standard policies, will be and

remain the property of DMEA. DMEA's property shall not be worked upon or interfered with by the Member or other unauthorized Persons. Any equipment, devices, or facilities furnished at the expense of DMEA, or on which DMEA bears the expense of maintenance and renewal, shall remain the property of DMEA and may be removed by DMEA per the Rate Tariffs.

F. Attachment to Poles

No posters, banners, placards, radio aerials, or any other objects will be attached to DMEA poles. DMEA will not install, or permit installation of, the Member's distribution wires or equipment on DMEA's primary voltage poles.

G. Damage to DMEA Facilities

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

H. Member's Facilities

1. Lines Beyond Point of Attachment to DMEA Facilities

Except as otherwise provided in these Regulations, any overhead or underground distribution lines required beyond the point of attachment to DMEA's facilities shall be installed, owned, operated, and maintained by the Member. In such cases, electric energy will be metered at a location designated by DMEA, which may be at a point other than the connection point between the Member's and DMEA's systems. The Member will provide, install, operate, and maintain protective devices as specified and approved by DMEA.

2. Transformers Beyond the Point of Attachment to DMEA Facilities

The Member will provide, own, operate, and maintain all other transformers as required beyond the point attachment with DMEA's facilities.

3. Non-Standard Voltage Transformers

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

4. Equipment Requiring Close Voltage Regulation

The Member will, in every case, confer with DMEA before any special apparatus or any apparatus requiring extremely close voltage regulation is connected. In the event equipment connected to DMEA's lines impairs

Electric Service to other Members, DMEA reserves the right to require correction of the condition by the Member. DMEA may refuse or discontinue Electric Service to such equipment until the condition is corrected by the Member. In certain circumstances the use of equipment having fluctuating or intermittent load characteristics, or having an abnormal effect on voltage, may necessitate the furnishing of Electric 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 Electric Service to the Member, or to other Members. DMEA reserves the right to charge the Member the full cost of facilities to provide any special Electric Service required by such equipment and/or to prevent any impairment in Electric Service to any Member. Where the Member is billed under a measured Demand, DMEA may determine the Demand on a shorter interval than specified in the applicable Rate Tariff or may make other suitable adjustment(s) irrespective of any provision relative to Demand determination contained in such rate.

5. Harmonic Distortion

DMEA cannot render Electric Service to any Member for the operation of any device that has a detrimental effect upon the Electric Service provided to other Members. The Member's use of Electric Service shall not exceed the limits for harmonic distortion set forth in IEEE Recommended Practices and Requirements for Harmonic Control in Electric Power Systems. Where the Member's use of Electric Service produces unacceptable levels of harmonic distortion, the Member shall furnish at their own expense suitable equipment that reduces the level of harmonic distortion within the limits set forth in Construction Handbook, as requested and within the time frame established by DMEA. DMEA will cooperate with its Members when consulted concerning the intended use of any electric device. The electrical wiring of service at premises not connected to DMEA's system shall be inspected and approved by state, county or local authorities before Electric Service is rendered by DMEA. DMEA shall not be responsible, however, for failure of the applicant to obtain said inspection. DMEA may, at its option, cause a wiring inspection to be made of any existing wiring beyond the point of attachment to DMEA facilities, if DMEA has reason to believe that dangerous wiring may exist. Electric Service may be discontinued in the event faulty wiring, which creates a hazard to Persons, animals, or property, is discovered.

All wiring and electrical equipment beyond the point of attachment with DMEA facilities will be furnished, installed, and maintained at all times by the Member in conformity with good electrical practice and with the requirements of the NEC, the NESC, municipal or other local electric wiring ordinances, and in accordance with the Facilities section of these

Regulations.

I. Government-Mandated Underground Line Extensions and Line Relocations

Members, or others who request the construction of new lines, or who request existing line relocations, reconfiguration or reconstruction, are required to pay for all costs associated with the work in accordance with these Regulations. If a relocation or reconstruction is driven by aesthetic or other such reasons, the requesting Member or entity requiring the relocation or reconstruction shall pay the associated costs.

Unless otherwise agreed upon within a franchise agreement, when a city, town or county within DMEA service territory by ordinance, policy, resolution, or regulation (hereinafter "ordinance") mandates that proposed or existing overhead electric facilities be constructed underground, or that proposed or existing electric facilities be relocated from DMEA's designed route, all of the following criteria shall be applicable.

1. *New Construction*

- a. This extension regulation shall be effective for new construction if the applicable cost differential between the overhead and underground extension, or between the relocated line route and DMEA's most economically designed route as described below, is five percent (5%) or greater.
- b. For new construction, the cost differential between the overhead and underground extension, or between the relocated line and DMEA's most economically designed route will be paid for through a monthly surcharge applicable to all Members who have service locations within the jurisdictional boundaries of the city, town or county mandating underground construction or relocation of the line. Cost estimates based upon the actual necessary cost of constructing and installing the facilities will be prepared by DMEA for constructing both overhead and underground facilities or for alternative line routes. The actual differential amount will be equal to the total installed cost of the facility as installed minus the estimated cost of DMEA's overhead or designed route. This actual differential will be the basis for the differential applicable to the surcharge and shall be referred to as the "***Investment.***"

2. *Reconstruction of Existing Lines*

Where an existing overhead facility is ordered to be placed underground or relocated, and which is not a part of a street or highway reconstruction, the entire cost of the underground construction or relocation project will be paid through a monthly surcharge applicable to all Members who have service locations within the jurisdictional boundaries of the city, town or county mandating underground construction or relocation of the line. When an

existing facility is rebuilt underground or on an alternate route, the entire as-built cost of the conversion of relocation plus the cost to retire the existing facility, less salvage, will be used to determine the surcharge and shall be referred to as the "**Investment.**"

3. *Surcharge*

Any applicable surcharge shall be applicable to all system facilities including main and secondary distribution feeders and transmission lines.

4. *Installation Costs*

Installation costs shall include all related components and engineering safeguards to ensure that the underground system operates and performs equivalent to an overhead operating system. The necessary apparatus to ensure maximum protection and integrity to the underground cable and components shall be installed.

5. *Surcharge Calculation*

The surcharge for each Member shall be calculated as follows: the Investment, as defined in paragraphs 1 and 2, plus an overhead charge of seven percent (7%) of the investment shall equal the "**Total Investment**". The Total Investment shall be amortized over a term to be established by DMEA and based on an annual interest charge equal to the prime rate of interest as published in the Wall Street Journal as of the month of completion of the project. The monthly amount so determined shall be divided by the number of Members within the affected jurisdiction and each Member shall be billed for the prorated portion of the surcharge with the Member's monthly bill.

6. *Construction Phases*

Surcharge billing shall start 30 days after completion of construction. On projects involving multiple phases, each phase may be calculated and billed upon its completion.

7. *Cumulative Billing*

The surcharge will be amortized over a period of years to be determined by DMEA but a period not to exceed the life of the facilities. Cumulative surcharges may include surcharges for multiple project phases; city, county and/or town projects; and all subsequent projects. The total surcharge will be divided by the number of Members within the affected jurisdiction and each Member will be billed for the prorated portion of the surcharge with the Member's monthly bill.

8. *Annual Adjustment*

The surcharge will be reviewed annually to adjust for changes in jurisdictional population and will be applicable to all existing and new

Members within the affected jurisdiction.

9. *Notice & Applicability*

DMEA may notify Members affected by a proposed surcharge of any scheduled city, town or commission meeting at which the proposed ordinance will be discussed. Notification will consist of applicable media as determined by DMEA. The provisions of this Article IX shall apply unless otherwise required by franchise, contract or other agreement.

10. *Conflict*

If any of Paragraph E of these Regulations conflicts with other DMEA policies, this Paragraph E shall prevail.

11. *Recording*

This Paragraph E and any amendments thereto, may be recorded with the Clerk and Recorders of the counties in which DMEA's service territory is located.

X. MISCELLANEOUS

A. Complaints

A Member may make an informal complaint to DMEA under Board Policy 116 – Member Concerns.

B. Liability

1. Liability for Contingencies Beyond DMEA Control

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

2. Liability for Interference with DMEA Facilities

DMEA 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 DMEA which cross over, through, or are in close proximity to DMEA's lines and equipment. DMEA must be given adequate notice before trees overhanging or in close proximity to DMEA's lines or equipment are trimmed or removed, or when guys, radio aerials, wires, ropes, drain pipes, structures, or other objects are installed or removed near DMEA's lines or equipment. However, DMEA assumes no liability whatsoever because of such notice.

3. Liability for Member Caused Damage or Injury

The Member shall be responsible for any injury to Persons or damage to

property occasioned or caused by the acts, omissions, or negligence of the Member or any of their agents, employees, or licensees, in installing, maintaining, operating, or using any of the Member's lines, wires, equipment, machinery, or apparatus, and for injury and damage caused by defects in the same.

C. Notice Delivery and Waiver

Unless otherwise specified, whenever reference is made in these Regulations to a notice or other document being mailed or delivered, that shall mean that the notice or other document is either: (i) deposited with the United States Postal Service; (ii) physically delivered to the address of the addressee, (iii) made available on SmartHub, or (iv) emailed to the address on file, and does not necessarily include actual physical receipt by the addressee. Certain situations allow for a waiver of notification requirements, such as safety concerns, disconnect requests by other authorities, and non-authorized restoration of Electric Service after disconnection, as detailed in these Regulations.

D. Language Translation Statement

DMEA may provide a language translation service for Members upon request.