

WE CARE

With Efficiency, Conservation And Renewable Energy, We Can Make a World of Difference

(Revised and Effective February 17, 2010)

Holy Cross Energy (hereinafter "Holy Cross") has a carbon reduction strategy designed to help offset carbon dioxide emissions from fossil fuels used in the generation of electricity. This strategy includes:

1. Increasing the amount of renewable energy in our power supply mix.
2. Offering financial incentives for the development of renewable energy generation within our service territory.
3. Providing rebates to our consumers for the purchase of energy efficient appliances and devices.
4. Promoting education and information about renewables, efficiency, conservation and carbon emissions reduction.

WE CARE Program:

- Effective date of program - September 15, 2004.
- Available to consumers of Holy Cross who have an active electric account.
- Funding for the programs is limited.
- Subject to terms and conditions listed below and found on the respective "WE CARE Program" applications.
- Applications will be accepted on a first come, first served basis while funds are available.
- All programs are subject to modification and termination at any time without prior notice.
- Specified deadline for eligibility - See Section 7 "Incentive / Rebate Request Deadline"

I. Renewable Energy Generation

Holy Cross will pay up to \$1.50 per watt (see below) of installed capacity for renewable electricity generation using biomass, geothermal technology, hydroelectric, photovoltaic, or wind up to six (6) kilowatts (kW) per installation. The maximum incentive is up to \$9,000 per system subject to availability of funds. Incentive payment will not exceed 50% of actual installed cost.

The incentive of \$1.50/watt is based on a payment of \$1.00/watt ("generation facility hardware") plus a payment of \$0.50/watt ("Renewable Energy Credit or REC"); each paid up to the maximum system cap of 6 kW.

In exchange for the \$0.50/watt REC payment, Holy Cross Energy shall be entitled to all rights, title and interest in and associated with said RECs including all REC Reporting Rights for a period of ten (10) years. A "REC Assignment Contract" shall be executed between the Holy Cross Energy consumer and Holy Cross Energy prior to the "On-Site" inspection by Holy Cross Energy.

Should the Holy Cross Energy consumer elect to retain all rights, title, and interest in the RECs, the eligible incentive will be limited to \$1.00/watt up to a maximum incentive of \$6,000 per system.

Holy Cross will provide net metering for consumers installing renewable generation facilities of 25 kW or less (subject to the applicable tariff). Holy Cross may also negotiate Power Purchase Agreements (PPAs) with consumers installing renewable energy generation facilities.

To qualify for the renewable energy generation incentive, **all** of the following requirements must be completed to the satisfaction of Holy Cross within one hundred twenty (120) days of the date the required Pre-Application is received by Holy Cross:

A. Holy Cross Consumer Requirements

- New for 2010:
 1. The system must be designed and installed by a company that is NABCEP (North American Board of Certified Energy Practitioners) accredited. For electrical contractors, licensed in the State of Colorado, the system must be inspected and approved by a NABCEP accredited company prior to the “On-Site” inspection conducted by authorized HCE personnel.
 2. The pre-application shall identify if the Holy Cross consumer wants to retain ownership of the RECs associated with the system.
 3. A \$250 refundable “Reservation Fee” shall accompany submittal of the pre-application. This fee will be refunded (when the incentive check is disbursed) if all requirements are completed to the satisfaction of Holy Cross Energy within the 120 day deadline timeframe. In the event all requirements are not satisfied, the \$250 fee will be forfeited. In addition, the consumer’s pre-application will be moved to the end of the list of applicants eligible for incentive funds which may jeopardize the consumer’s ability to receive an incentive if all available funds have been exhausted.
- The following must be submitted to Holy Cross:
 - a. A complete and fully executed Pre-Application. This shall be done after execution of the applicable third party contract governing the installation of the consumer’s renewable energy generation facilities. The pre-application must be received in advance of Holy Cross’s “On-Site” inspection.
 - b. \$250 reservation fee.
 - c. A complete and fully executed REC Assignment Contract (if applicable).
 - d. A complete and fully executed Generator Interconnect Policy Agreement.
 - e. “Certificate of Liability Insurance” or “Evidence of Property Insurance” documentation demonstrating that requisite coverage is being maintained. *(Note: Insurance requirements are identified in the Generator Interconnect Policy Agreement).*
 - f. County or State electrical inspection – Final “Accepted” or “Approved” status.
 - g. A complete and fully executed WE CARE Program – “Renewable Energy Generation” application.
 - h. A copy of the final invoice summarizing labor and material costs of the renewable energy generation system.
 - i. Other documentation (as may be required by Holy Cross).

B. Consumer’s Renewable Energy Generation Facility Requirements

- Pass an “On-Site” inspection by authorized HCE personnel prior to permanent delivery of electrical energy from the renewable energy resource. *(Note: Evidence that facility has passed County or State electrical inspection is required in advance of Holy Cross inspection).*
- Be properly connected to Holy Cross’s electric distribution system.
- Be within Holy Cross’s service territory.

C. Exceptions to Requirements

- This incentive does not apply to any project that requires compliance with either REMP or ECO-BUILD mandates; however, that portion of the renewable energy generation facility that is installed in excess of REMP or ECO-BUILD obligations is eligible for the incentive.

All consumers installing renewable energy generation facilities will be subject to the terms and conditions of Holy Cross’s “Renewable Energy Net Metering Service – Optional” tariff (copy attached).

II. Solar Thermal Systems

Holy Cross will pay up to \$1,500.00 per panel for the installation of solar thermal systems for existing domestic hot water use only involving electric water heaters; baseboard or radiant floor heating is not eligible.

The rebate applies up to a four (4) panel system with the maximum allowable incentive capped at \$6,000, subject to availability of funds. Payments will not exceed 50% of actual installed cost.

The incentive does not apply to: 1) New home construction; 2) Existing water heater fuel resources including fuel oil, natural gas, or propane; and 3) Any project that requires compliance with REMP or ECO-BUILD mandates.

To qualify for the solar thermal system incentive, the following obligations must be completed to the satisfaction of Holy Cross:

- A completed "Solar Thermal Pre-Application" must be received by Holy Cross.
- The solar thermal system must be completed and inspected by Holy Cross within one hundred twenty (120) days of the date the "Pre-Application" was received by Holy Cross.
- Installation must have been performed after January 1, 2008.

III. Commercial and Industrial Consumers

Holy Cross's commercial and industrial consumers may apply for a grant of up to 20% of their previous 12 months billing up to a maximum of \$10,000 for energy efficiency and/or conservation measures. The grant may be used for:

- 1) Up to one-half the cost of a professional, engineering grade energy use evaluation of the consumer's facilities, as long as the consumer agrees to spend an amount equal to the grant on labor, equipment and/or materials to implement energy saving measures identified by the energy evaluation within 12 months of the evaluation.
- 2) Up to one-half the cost of actual labor, equipment and/or material costs to install energy saving measures identified by an energy use evaluation, the consumer's staff and/or by Holy Cross personnel.

In all cases, the energy savings measures implemented or installed must be supported by written documentation and payback calculations.

IV. Residential Consumers

Holy Cross offers rebates on the following Energy Star® certified appliances and devices:

Refrigerators	Minimum of 14 cubic foot	\$75.00
Dishwashers	Supplied by an electric water heater Other types of water heaters	\$75.00 \$25.00
Clothes Washers	Supplied by an electric water heater Other types of water heaters	\$75.00 \$25.00
Compact Fluorescent Bulbs ^(1, 2)	Purchased at same time	\$25.00
Programmable Thermostats ^(1, 3)	Electric heat - up to 2 Other types of heat, 1 only	\$25.00 each \$25.00

Conventional Electric Water Heater	Energy factor of .92 and/or minimum R-factor of 20 (Tankless types excluded)	\$75.00
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- (1) The rebate shall be the actual purchase price or \$25.00, whichever amount is less.
- (2) The rebate for CFLs is a one-time offer only; minimum five (5) bulb purchase.
- (3) The rebate for programmable thermostats is limited to a maximum of two (2) units.

The intent of the rebate program is to target and encourage participation by individual members having one electric account. Rebate requests made by consumers owning multiple units, homeowner associations, and other multiple requests (either under one member number or multiple members in concert) shall be considered and reviewed by Holy Cross Energy on a case by case basis.

Rebates are limited to \$350.00 per member account. To be eligible, the WE CARE Program – “Residential Consumers” application must be received by Holy Cross no later than one hundred twenty (120) days after purchase of the appliance(s) and/or device(s) and in accordance with all other terms and conditions specified herein.

V. Energy Audits

Holy Cross will continue to offer residential energy audits and limited scope commercial energy audits at no cost to its consumers.

A blower door test is also available from Holy Cross for a fixed \$300.00 fee payable at the time of service.

VI. Refrigerator Disposal

The goal of this program is to remove and destroy old and inefficient refrigerators.

The consumer is solely responsible for: 1) Addressing, handling, and paying for Freon removal from the refrigerator (if applicable); and 2) Transporting said refrigerator to the landfill or salvage yard.

Holy Cross will reimburse the consumer up to \$50.00 plus the applicable landfill/salvage disposal fee. Total reimbursement from Holy Cross will not exceed \$75.00 per refrigerator. In the event multiple units are disposed of at the same time, the incremental cost of the rebate will be limited to the associated disposal fee.

Only one refrigerator, per Holy Cross consumer account, can be disposed of per year. Requests made by consumers owning multiple units, homeowner associations, and other multiple requests shall be reviewed by Holy Cross on a case by case basis. Requests involving multiple refrigerators may be subject to a lesser “per unit” reimbursement payment.

All requests for reimbursement should be sent to Holy Cross Energy, P.O. Box 2150, Glenwood Springs, CO 81602-2150, Attention: Member Services Department. The original disposal fee receipt (clearly denoting the refrigerator model) along with the consumer’s electric account number, name, address, and phone number must be provided. Lack of documentation will delay processing of the reimbursement request.

Holy Cross is not liable or responsible for any act or omission of any party, consumer, or contractor whatsoever associated with this program.

Currently, landfills for Eagle County (970) 926-3626 and Pitkin County (970) 923-3487 accept certified “Freon free” refrigerators for a nominal fee. Creative Auto Recycling and Salvage (CARS) near Rifle, CO, (970) 625-1477 accepts “non-Freon free” refrigerators for a nominal fee. Alpine Appliance Center in Avon, CO (970) 949-1199 accepts “non-Freon free” refrigerators for a fee which varies if the unit is delivered or picked up.

VII. Incentive/Rebate Request Deadline

All incentive/rebate requests must be submitted on the appropriate WE CARE Program application and must be received by Holy Cross no later than one hundred twenty (120) days from either: 1) Date of purchase (“Residential Consumers” program); 2) Date work completed (“Commercial and Industrial Consumers” program); 3) Date “Pre-Application” received by Holy Cross (“Renewable Energy Generation” and “Solar Thermal Systems” programs) and 4) Date of receipt (“Refrigerator Disposal” program) to be eligible. Requests received after the respective program deadlines will be denied.

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WE CARE Program – Renewable Energy Generation Application

(Effective February 17, 2010)

Consumer's Name _____

Mailing Address _____

Telephone _____ (Home) _____ (Mobile)

Account Number _____

Renewable Energy Generation Facility:

Installation Location _____

Installation Capacity _____ kW Type _____
(Biomass, Geothermal, Hydro, PV, or Wind)

"Hardware" Incentive

_____ X _____ = _____ x \$1.00 = \$ _____
(No. of Modules) (Module Size @ DC Watts) (Total DC Watts) (Estimated Incentive)

"REC" Incentive *(NOTE: If Consumer receives the REC incentive, a REC Assignment Contract must be executed!)*

_____ X _____ = _____ x \$0.50 = \$ _____
(No. of Modules) (Module Size @ DC Watts) (Total DC Watts) (Estimated Incentive)

Consumer must submit a complete and fully executed "Pre-Application" to Holy Cross after execution of the third party contract associated with the installation of the consumer's renewable energy generation facility. A \$250 "Reservation Fee" must accompany the pre-application.

The pre-application has specific approvals, deadlines, fees and obligations that must be completed to the satisfaction of Holy Cross within one hundred twenty (120) days of the date the pre-application is received by Holy Cross.

Consumer's renewable energy generation facilities must be grid tied to Holy Cross's electric distribution system to qualify for the renewable energy generation incentive.

The consumer agrees to be subject to the terms and conditions of HCE's "Renewable Energy Net Metering Service - Optional" tariff.

WE CARE Programs are subject to change and/or discontinuation without notice. Funding is limited. Applications will be accepted on a first come, first served basis. Holy Cross Energy reserves the right to inspect installation premises or request additional information/documentation prior to any payment of incentive. Holy Cross Energy is not liable or responsible for any act or omission of any party, consumer or contractor whatsoever.

I /we have read and understand the requirements as stated on this WE CARE Program – Renewable Energy Generation Application and acknowledge the one hundred twenty (120) day deadline for rebate eligibility.

Consumer's Signature _____ Date _____

Consumer's Signature _____ Date _____

Please return the completed Renewable Energy Generation application along with any supporting documentation to Holy Cross Energy, Member Services, P.O. Box 2150, Glenwood Springs, CO 81602-2150.

HOLY CROSS ENERGY USE ONLY:

Date Received (____/____/____) Reviewed By _____ (____/____/____) Approved By _____ (____/____/____)

Data Input By _____ (____/____/____) Amount \$ _____ Credit Account: _____ Check: _____ [Acct. 908.01]

ELECTRIC RATE ADJUSTMENTS

RENEWABLE ENERGY NET METERING SERVICE - OPTIONAL

Applicability:

Applicable to Holy Cross consumers who, at their electric service account location, own, operate and maintain an on-site renewable energy generating system in parallel with the Holy Cross electrical system, which has a maximum nameplate output capacity of no greater than 25 kilowatts. Net Metering Service is available to metered Holy Cross consumers who are receiving electric service under Tariff Sheets 15, 18, 19 and 20. Net Metering Service is subject to the established tariffs, rules and regulations of Holy Cross.

Eligible renewable energy generating systems shall be solar, wind, geothermal, biomass and hydroelectric. Consumers may apply to Holy Cross for incentives as available.

Type of Service:

Single-phase and three-phase service at Holy Cross's standard secondary voltages.

Net Metering:

Net metering shall be, for billing purposes, the net consumption at Holy Cross's service meter(s). Net consumption is the difference between the gross amount of energy generated by the renewable energy generating system and the gross amount of energy used on the consumer's premises. However, in the event that the renewable energy generating system production is greater than the consumer's consumption on the premises in any month, such excess production, expressed in kilowatt hours (kWh), shall be carried forward from month to month and credited against future consumption.

In the event that the operation of a renewable energy generating system results in net excess production at the end of a calendar year, Holy Cross will pay the consumer for the excess production at a price equivalent to Holy Cross's average cost of wholesale power, per kWh, over the prior calendar year.

Monthly Rate:

All electric service delivered by Holy Cross at its service meter will be billed at the consumer's applicable retail rate as specified in the applicable tariff sheet. Holy Cross shall net meter all electric power and energy produced by an eligible renewable energy generating system, as provided in this tariff.

Minimum Monthly Charge:

The Monthly Minimum Charge for Tariff Sheets 15, 18, 19 and 20 shall be the greater of:

1. The Monthly Minimum Charge specified in the Contract for Electric Service at the service location.
2. The Consumer Charge specified in the consumers applicable rate.

Conditions of Service:

1. Consumers receiving Electric Service under this tariff are required to comply with Holy Cross's interconnection standards.
2. The consumer will own any Renewable Energy Credits associated with the renewable generating system unless otherwise agreed to.

Other Terms:

All other terms and conditions specified in the consumer's applicable tariff sheet shall apply.

WE CARE Program – Solar Thermal Application

(Effective August 1, 2009)

Consumer's Name _____

Mailing Address _____

Telephone _____ (Home) _____ (Mobile)

Account Number _____

Solar Thermal Facility:

Installation Location _____

Brief System Description _____

_____ Number of Panels

_____ Number of Persons in Household

Consumer must submit a complete and fully executed "Solar Thermal Pre-Application" to Holy Cross after execution of the third party contract associated with the installation of the consumer's solar thermal system for domestic hot water use only involving electric water heaters.

The solar thermal system must be completed and inspected by the authorized Holy Cross personnel within one hundred twenty (120) days of the date said "Pre-Application" was received by Holy Cross.

WE CARE Programs are subject to change and/or discontinuation without notice. Funding is limited. Applications will be accepted on a first come, first served basis. Holy Cross Energy reserves the right to inspect installation premises or request additional information/documentation prior to any payment of incentive. Holy Cross Energy is not liable or responsible for any act or omission of any party, consumer or contractor whatsoever.

I/we have read and understand the requirements as stated on this WE CARE Program – Solar Thermal Application and acknowledge the one hundred twenty (120) day deadline for rebate eligibility.

Consumer's Signature _____ Date _____

Consumer's Signature _____ Date _____

Please return your completed Solar Thermal application along with any supporting documentation to Holy Cross Energy, Member Services, P.O. Box 2150, Glenwood Springs, CO 81602-2150.

HOLY CROSS ENERGY USE ONLY:

Date Received (____/____/____) Reviewed By _____ (____/____/____) Approved By _____ (____/____/____)

Data Input By _____ (____/____/____) Amount \$ _____ Credit Account: _____ Check: _____ [Acct. 908.01]

WE CARE Program - Commercial and Industrial Consumers Application

(Effective August 1, 2009)

Consumer's Name _____

Mailing Address _____

Telephone _____ (Home) _____ (Mobile)

Account Number _____

Energy Conservation and Efficiency:

Cost of Professional, Engineering Grade,
Energy Use Evaluation \$ _____ 50% Payment \$ _____

Cost to Install Energy Saving Measures ⁽¹⁾ \$ _____ 50% Payment \$ _____
(Actual Labor, Equipment, and/or Materials)

⁽¹⁾ Written documentation and payback calculations must accompany the completed application.

Installation Location _____

Brief Project Description _____

WE CARE Programs are subject to change and/or discontinuation without notice. Funding is limited. Applications will be accepted on a first come, first served basis. Holy Cross Energy reserves the right to inspect installation premises or request additional information/documentation prior to any payment of incentive. Holy Cross Energy is not liable or responsible for any act or omission of any party, consumer or contractor whatsoever.

I/we have read and understand the requirements as stated on this WE CARE Program - Commercial and Industrial Consumers Application and acknowledge the one hundred twenty (120) day deadline for rebate eligibility.

Consumer's Signature _____ Date _____

Consumer's Signature _____ Date _____

Please return your completed Commercial and Industrial Consumers application along with any supporting documentation to Holy Cross Energy, Member Services, P.O. Box 2150, Glenwood Springs, CO 81602-2150.

HOLY CROSS ENERGY USE ONLY:

Date Received (____/____/____) Reviewed By _____ (____/____/____) Approved By _____ (____/____/____)

Data Input By _____ (____/____/____) Amount \$ _____ Credit Account: _____ Check: _____ [Acct. 908.01]

WE CARE Program – Residential Consumers Application

(Effective February 17, 2010)

Consumer's Name _____
 Mailing Address _____
 Telephone _____ (Home) _____ (Mobile)
 Account Number _____

Appliance and Device Incentives:	With Electric Water Heater	With Other Types of Water Heater
<input type="checkbox"/> Energy Star® Refrigerator	\$75.00	\$75.00
<input type="checkbox"/> Energy Star® Dishwasher	\$75.00	\$25.00
<input type="checkbox"/> Energy Star® Clothes Washer	\$75.00	\$25.00
<input type="checkbox"/> Energy Star® Compact Fluorescent Light Bulbs	\$25.00 ^(1, 2)	\$25.00 ^(1, 2)
<input type="checkbox"/> Energy Star® Programmable Thermostat	\$25.00 each ^(1, 3)	\$25.00 each ^(1, 3)
<input type="checkbox"/> Conventional Electric Water Heater (With an Energy Factor of .92 and/or a min. R-value of 20)	\$75.00	
Please total the amount of appliance/device rebates	\$ _____	\$ _____

- ⁽¹⁾ The rebate shall be the actual purchase price or \$25.00, whichever amount is less.
- ⁽²⁾ The rebate for CFLs is a one-time offer only; minimum five (5) bulb purchase.
- ⁽³⁾ The rebate for programmable thermostats is limited to a maximum of two (2) units.

Please note: The intent of the rebate program is to target and encourage participation by individual members having one electric account. Rebate requests made by consumers owning multiple units, homeowner associations, and other multiple requests (either under one member number or multiple members in concert) shall be considered and reviewed by Holy Cross Energy on a case by case basis. Appliance rebates are limited to \$350.00 per member account. To be eligible, this application must be received by Holy Cross no later than one hundred twenty (120) days after purchase of the appliance(s) and/or device(s) and in accordance all other terms and conditions specified herein. Appliances/devices must be installed where electricity is supplied by Holy Cross. **Proof of purchase is required.** To verify Energy Star® status of appliances, please call 1-888-STAR-YES or visit www.energystar.gov or ask vendor for proof of Energy Star® certification.

Please select the method of your rebate payment:

Apply to my electric account. Account Number _____

Send me a check. Mailing Address _____

Holy Cross Energy makes no representations or warranties about any make or model of equipment, including warranties of merchantability, fitness for a particular purpose or energy efficiency.

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I / we have read and understand the requirements as stated on this WE CARE Program – Residential Consumers Application and acknowledge the one hundred twenty (120) day deadline for rebate eligibility.

Consumer's Signature _____ Date _____
 Consumer's Signature _____ Date _____

Please return your completed Residential Consumers application, any supporting documentation (including brands and model numbers), proofs of purchase, etc. to Holy Cross Energy, Member Services, P.O. Box 2150, Glenwood Springs, CO 81602-2150.

HOLY CROSS ENERGY USE ONLY:

Date Received (____/____/____) **Reviewed By** (____/____/____) **Approved By** (____/____/____)

Data Input By (____/____/____) **Amount \$** _____ **Credit Account:** _____ **Check:** _____ **[Acct. 908.01]**