

HOLY CROSS ENERGY

ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS

	<u>Page No.</u>
Purpose	2
1000 Description of Service Territory	3
1010 General Definitions	4 - 5
1020 Consumer Complaints and Related Matters	6 - 11
Tariffs	
2000 Tariffs (Rates and Charges)	12
Electric Rate Tariffs	13 - 28
Electric Rate Tariff Adjustments	29 - 45 48
Charges for Rendering Service	496 - 530
Facilities	
3000 Construction, Installation, Maintenance and Operations	54
3001 Standard Voltage and Frequency	54
3002 Outage Records	54
3010 Incident Reports	54
3011 Major Event Reports	55
3012 Supplemental or Additional Major Event Reporting	55 - 56
3020 Construction or Expansion of Distribution Facilities	56
3030 Line Extension	56 -
6259	
Government Actions	
3040 Local Government Mandated Facility Changes	630 - 663
3041 Appeals of Local Government Land Use Decisions	663
Metering	
4000 Service Meters and Related Equipment	674
4001 Location of Service Meters	674
4002 Service Meter Accuracy	674
4003 Failure to Register	674
4004 Meter Testing and Related Billing Adjustments	674 - 685
4005 Records of Meters and Tests	685
4006 Manual Meter Reading	685
4100 Master Meters	685
Service and Billing	
5000 Electric Service Information and Procedures (Saved for future use.)	696
5010 Electric Service and Membership	696 -
7067	
5020 Supplying and Taking of Service	7067 -
7269	
5030 Consumer's Installation	7269 -
730	
5040 Holy Cross's Installation	730
5100 Billing Information and Procedures (Saved for future use.)	730
5110 Tariff Selection and Changes	730 - 74
5120 Billing	74 - 76
5130 Deposits	76 - 77
5140 Installment Payments	77 - 78
5150 Discontinuance of Service	78 -
8279	
5160 Diversion of Electric Energy	8279 -
830	

External Electric Energy

6000 Small Power Producers and Cogenerators

841

PURPOSE

The following Electric Service Tariffs, Rules and Regulations are designed to govern the provision of electric service by Holy Cross to its members and consumers. Holy Cross strives to provide electric service to its members and consumers in a manner which is consistent with good engineering practices, operating procedures, consumer service and safety.

These Electric Service Tariffs, Rules and Regulations supersede all previous Electric Service Tariffs, Rules and Regulations which may have been in effect, and may be revised, at the discretion of the Holy Cross Board of Directors. Copies are available at the offices of Holy Cross or on the Holy Cross website at www.holycross.com.

Holy Cross shall observe all applicable rules of the Colorado Department of Regulatory Agencies, Public Utilities Commission, 4 Code of Colorado Regulations (CCR) 723-3, Part 3, Rules Regulating Electric Utilities and those of any other Federal, State or local agency with appropriate jurisdiction.

Holy Cross is a cooperative electric association whose members have elected to exempt the Association from the economic jurisdiction of the Colorado Public Utilities Commission pursuant to §40-9.5-103 C.R.S.

1000 DESCRIPTION OF SERVICE TERRITORY

The service territory of Holy Cross consists of areas in Eagle, Garfield, Gunnison, Mesa and Pitkin Counties, all in the State of Colorado, generally described as the Eagle River Valley; the Roaring Fork, Frying Pan and Crystal River Valleys; and the rural areas south of the Colorado River between New Castle and DeBeque, Colorado.

Incorporated Cities and Towns

Aspen *
Avon
Basalt
Carbondale **
Eagle
Glenwood
Gypsum
Marble
Minturn **
Rifle **
Snowmass Village
Vail

* Served jointly with City of Aspen municipal system

** Served jointly with Xcel Energy

Unincorporated Communities

Battlement Mesa
Beaver Creek
Dotsero
Eagle-Vail
Edwards
El Jebel
Meredith
Norrie
Redstone
Rulison
Snowmass
Thomasville
Wolcott
Woody Creek

1010 GENERAL DEFINITIONS

As used in these Electric Service Tariffs, Rules and Regulations, the following terms shall have the meaning indicated unless the context otherwise requires:

Board means the Holy Cross Board of Directors.

Connected Load means the combined rated capacity of all the consumer's energy consuming equipment.

Construction Agreement has the same meaning as the term "Line Extension Letter Agreement."

Consumer means any person who receives and is billed for electric service from Holy Cross. A consumer is usually also a member of Holy Cross unless they have withdrawn their membership.

Consumer's Installation means the wiring and apparatus owned by the consumer and on their side of the point of delivery (except Holy Cross's meter installation) useful in connection with the consumer's ability to take service.

Contract for Electric Service (Contract) means an agreement between Holy Cross and a new or existing consumer when Holy Cross has invested in construction of a line extension and the consumer agrees to purchase electric energy for a specific time period at a monthly minimum amount.

Electric Service means the availability of electric power and energy at the consumer's point of delivery.

Electric Service Agreement (Service Agreement or Agreement). The receipt and use of electric service constitutes an Electric Service Agreement under which the user agrees to pay Holy Cross therefore in accordance with all applicable tariffs and to comply and be bound by Holy Cross's Articles of Incorporation; Bylaws; and Electric Service Tariffs, Rules and Regulations.

Enhanced Metering System (EMS) means Holy Cross's standard metering equipment.

Holy Cross means Holy Cross Energy or Holy Cross Electric Association, Inc.

Idle Service means Holy Cross electric power facilities to any premises which become idle, using no electric energy for a period greater than six months.

Incident means an event which occurs in connection with the operation of Holy Cross's property, facilities or service, resulting in death, serious injury or significant property damage requiring Holy Cross to notify the Colorado Public Utilities Commission of its occurrence.

Indeterminate Service means any electric service to mining, industrial, manufacturing, commercial speculative enterprises, real estate subdivisions and developments and enterprises where the Applicant will not be the user of service. Also includes any electric service where the amount and permanency of service cannot be reasonably assured.

Line Extension Letter Agreement (Construction Agreement) means an agreement between Holy Cross and a new or existing consumer to construct an extension or upgrade of electric service facilities to the consumer in accordance with Holy Cross's Line Extension Policy. The agreement may include a contribution requirement; a trench, conduit and vault agreement; construction specification; right-of-way easements and conditions of service.

Load Factor means the ratio of kWhs used during a specified period in the numerator and the Maximum Demand in kW measured during the specified period multiplied by the number of hours in the specified period in the denominator.

Local Newspaper means a newspaper of general circulation in the area of the state wherein are located the members and consumers of Holy Cross affected by the matter of which notice is given.

Major Event means an event which results in the loss of electric service to Holy Cross consumers as defined specifically in and consistent with IEEE Standard No. 1366-2003, Guide for Electric Power Distribution Reliability Indices.

Maximum Demand means the consumer's greatest energy use shown by or computed from the readings of Holy Cross's demand meter for a 15 minute period, unless otherwise specified in the applicable tariff schedule. At the option of Holy Cross, it may be determined either by periodic tests or by permanent meters.

Member means any person who receives and is billed for electric service from Holy Cross and has not withdrawn their membership. Requirements for and benefits of membership are further defined in Holy Cross's Bylaws.

Minimum Balance means the initial payment level that must be made to create the prepaid account or reset the account after a disconnect.

Permanent Service means service to any consumer when the use of service, both as to amount and permanency, can be reasonably assured.

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

Point of Delivery means the location at which the consumer's service facilities are connected to Holy Cross facilities and electric energy can be delivered by Holy Cross to the consumer. The point of delivery for overhead service is where the consumer service conductors connect to Holy Cross's service drop and at pad-mounted transformer secondary connectors for underground service unless otherwise specified by Holy Cross.

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

Presiding Officer shall mean the President of the Board or such person(s) as may be designated by the Board to conduct a hearing under the applicable statutes and these Regulations. A presiding officer need not be a Director, member or consumer of Holy Cross.

Remote Disconnection/Reconnection means a Holy Cross representative is not physically present at the Point of Delivery at the time of disconnection/reconnection of service.

Tariff means a rate or schedule of rates charged for electric energy and services. A tariff may also contain specific conditions under which electric energy and/or services are provided. Each class of consumer will have a specific tariff. Sometimes tariffs are referred to as "rates," "schedule of rates" or "rate schedule."

Temporary Service means service to consumers whose period of usage is expected to be less than 36 months except for heavy construction projects which may require service for a known period longer than 36 months.

Year means the period between the date of commencement of service under the Electric Service Agreement and the same day of the following calendar year.

1020 CONSUMER COMPLAINTS AND RELATED MATTERS

A. SCOPE

The purpose of these Tariffs, Rules and Regulations is to set forth the procedures which shall govern changes in Tariffs, Rules and Regulations; appeals from the application of any immediate shut-off policy; the handling of complaints of members and consumers of Holy Cross; and certain related matters including the opportunity for such persons to be heard on said matters.

These Tariffs, Rules and Regulations are promulgated in the best interest of Holy Cross and its members and consumers. They are further promulgated in accordance with the provisions of S.B. 224, (1983) General Assembly, including but not limited to §40-9.5-109, C.R.S., as amended, which statute provides as follows:

“The Board of Directors of each cooperative electric association shall adopt regulations which specify a procedure for members and consumers to register complaints about and be given an opportunity to be heard by the Board on the rates charged by such association, the manner in which the electric service is provided, and proposed changes in the rates or regulations. Such regulations may be amended whenever deemed appropriate by the Board.”

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

B. DEVIATION FROM REGULATIONS

So long as not contrary to law, deviation from these Regulations may be permitted for good cause shown or if compliance therewith is found to be impossible, impracticable or unreasonable.

C. PLEADINGS

Pleadings before Holy Cross are styled “Petitions,” “Formal Complaints,” “Motions,” “Notices” and “Responses.”

A responsive pleading may be filed to the following: Petitions and Motions. If a responsive pleading is filed with Holy Cross, it shall be filed within 10 days following the filing of the pleading to which it responds; however, the presiding officer, upon a showing of good cause or upon his own motion, may enlarge or shorten the time for filing a response. Upon a finding that time is of the essence, a pleading may be acted upon when filed, notwithstanding the provision herein permitting a responsive pleading thereto.

Pleadings should be typewritten or legibly handwritten on 8-1/2” x 11” paper. Pleadings should be properly titled, filed and signed by an authorized person. A pleading shall state the name and address of the party, identify the proceeding, and set forth a clear and concise statement of the matters relied upon as a basis for such pleading, together with an appropriate prayer for relief if any relief is sought.

The presiding officer may permit any pleading to be amended or corrected or any omission therein to be supplied. Defects which do not affect substantive rights of a party shall be disregarded.

Unless otherwise ordered by the presiding officer, an original and one copy of formal complaints and an original and three copies of each other pleading shall be filed.

A pleading of a party represented by an attorney shall be signed by said attorney, and shall set forth the attorney's registration number, address, telephone number and e-mail address. The signature of an attorney is a certification that the attorney has read the pleading; that to the best of the attorney's knowledge, information and belief there are good grounds to support it; and that it is not interposed for purposes of delay.

When the subject matter of any desired relief is not specifically covered by these Regulations, a petition seeking such relief and stating the reasons therefore may be filed and will be handled in the same manner as other petitions.

D. COMPUTATION OF TIME

In computing a period of days, the first day is excluded and the last day is included. If the last day of any period is a Saturday, Sunday or State of Colorado legal holiday, the period shall be extended to include the next day which is not a Saturday, Sunday or State of Colorado legal holiday.

E. PARTIES/NON-PARTIES

A party to a proceeding is a member or consumer who has been made a party by the institution of a proceeding, or a person who has been granted permission to appear as a party.

A non-party is a person who is, in the discretion of the presiding officer, permitted to testify at a hearing; but unless such person has become a party he or she shall not be a party and shall have none of the rights of a party.

A person who desires to assist in the just and reasonable determination of a proceeding, and who has been permitted by the presiding officer to participate in the proceeding, may, in the discretion of the presiding officer, be permitted to do so; however, such person may only present legal argument, either orally or in writing as permitted by the presiding officer.

F. REPRESENTATION OF PARTIES/WITHDRAWAL OF ATTORNEYS

An individual who is a party to a proceeding and who wishes to appear pro se may represent only that party's individual interest in said proceeding. A party to a proceeding appearing pro se which is a business entity of any type may be represented by its owner or any officer, manager, or duly-authorized employee.

A party to a proceeding, other than a party appearing pro se, may be represented by an attorney at law currently in good standing before the Supreme Court of the State of Colorado, or by an attorney at law currently in good standing before the highest tribunal of another state.

An attorney of record may withdraw from a proceeding only upon motion and notice to all parties of record and to the party represented by such attorney. Such motion shall contain the last known address of the party represented by the attorney and a succinct statement of the grounds for requesting withdrawal. Withdrawal of an attorney for a party may be accomplished only with the permission of the presiding officer.

G. NOTICE OF CHANGE OF TARIFFS, RULES AND REGULATIONS

When Holy Cross proposes to change any tariff, rule or regulation, it shall notify its consumers as follows:

1. A written or printed notice setting forth the proposed change and the effective date thereof may be published in one or more local newspapers with sufficient

circulation to advise consumers within the service territory at least 30 days before said effective date, or

2. Holy Cross may give notice of a proposed change by the United States mail with postage pre-paid or personally delivered, at least 30 days before said effective date.

H. IMMEDIATE SHUT-OFFS

When Holy Cross immediately shuts off service to a member or consumer without prior notice (but only authorized by Rule 5150), such member or consumer may immediately appeal such action to the Board by filing a formal complaint under Rule 1020.I.2. If the Board is in session, it shall immediately hear and resolve said complaint. The Board shall designate one or more Directors to hear and resolve complaints filed under this Regulation at a time when the Board is not in session, and said Director(s) shall immediately resolve any such complaint, subject to the right of the member or consumer to seek further review of said resolution by the Board, which review shall be conducted and resolved no later than the next meeting of the Board.

I. INFORMAL COMPLAINTS/FORMAL COMPLAINTS

1. Informal Complaints: An informal complaint is one that may be resolved without formal order. Members and consumers must use the informal complaint procedure before filing a formal complaint, unless an emergency or an immediate shut-off under Rule 1020.H exists which precludes the use of the informal complaint procedure, or unless a proposed increase in tariffs is involved. An informal complaint must be in writing and shall contain such facts and other information, including supporting data and documents, to adequately state the circumstances by which any act or omission by Holy Cross, including any rule, regulation or charge heretofore established or fixed or proposed to be established or fixed, is in violation, or claimed to be in violation, of any provision of law or of any order or rule of Holy Cross. No anonymous informal complaint shall be considered. An informal complaint shall be referred to the President and Chief Executive Officer of Holy Cross or the President and Chief Executive Officer's designee, and said President and Chief Executive Officer or designee shall attempt to resolve such complaint, within the law, orders, rules and regulations of Holy Cross, as soon as reasonably practicable, and if the said informal complaint is not resolved within 30 days after filing the same shall be deemed denied. Where an informal complaint is not resolved to the satisfaction of the Complainant, the Complainant may file a formal complaint. Nothing said or offered during settlement negotiations of an informal complaint may be used in any formal complaint proceeding against any party who made the statement or offer.

2. Formal Complaints: Prior to filing a formal complaint the Complainant must comply with the informal complaint procedures set forth in Rule 1020.I.1.

A formal complaint shall be in writing, and generally shall conform to the requirements established in Rule 1020.I.1. Said complaint may be amended up to 10 days before the hearing, if any.

A formal complaint may be filed with Holy Cross by any member or consumer of Holy Cross concerning the tariffs charged by Holy Cross, the manner in which electric service is provided by Holy Cross, and/or proposed changes in Tariffs, Rules or Regulations of Holy Cross. A formal complaint filed under this Rule shall not be entertained unless said complaint is signed as herein required. If a formal complaint does not substantially comply with this Rule 1020, it can be rejected or dismissed for that reason alone.

J. HEARINGS/NOTICE OF HEARINGS

A formal complaint shall be set for hearing at the earliest practicable time. It may be withdrawn by the Complainant at any time, and it shall be dismissed where it has been set for hearing and the Complainant fails to appear at the time, place and date set for hearing without just cause.

Holy Cross shall give written notice of a hearing on a formal complaint by mailing a copy of the notice setting the matter for hearing at least 10 days before the first day of hearing, unless shortened by the presiding officer, to each party to the proceeding as of the date of mailing, any other person who, in the opinion of the presiding officer, would be interested in or affected by the proceeding involved in the hearing, and/or any person who has asked to receive notice of the hearing. The Notice of Hearing shall state the time, place and date of the hearing. In addition to the above described notice, Holy Cross shall give public notice of the hearing by posting a notice containing the time, place and date of the hearing in a prominent public place in the offices of Holy Cross.

K. CONSOLIDATION/PRE-HEARING CONFERENCES

Two or more proceedings may be consolidated where it appears that the issues are substantially similar and that the rights of the parties will not be prejudiced by such consolidation.

At any time after the commencement of a proceeding, the presiding officer, with or without motion, may order that a pre-hearing conference be held to expedite the hearing, settle issues or both.

L. CONDUCT OF HEARINGS/LIMITATION ON PARTICIPATION/ABSENCE FROM HEARINGS/CONTINUANCES

Hearings shall be conducted by the Board of Directors, or by one or more individual Directors or any other person(s) designated by the Board. Whenever the hearing is conducted by the Board, the President or Chairman of the Board ordinarily shall preside. Hearings shall be held at Holy Cross's principal place of business or at such place or places in the service territory of Holy Cross as may be designated in the Notice of Hearing, or at such other place or places in the State of Colorado as may be considered appropriate. All hearings shall be open to the public. Any person who is disruptive, abusive, or disorderly at a hearing may be excluded from the hearing. Any hearing shall be recorded at the request of any party, including Holy Cross; the cost of such recording shall be borne by the party who requested that the hearing be recorded.

At the commencement of a hearing, the presiding officer shall call the hearing to order, take appearances, and act upon any pending motions, petitions or preliminary matters. The parties may then make opening statements or reserve them to a later time in the proceeding. A witness, before being permitted to testify, shall be required to swear or affirm that the testimony the witness is about to give is true. No witness who refuses to so swear or affirm shall be permitted to testify.

Where two or more parties have substantially similar interests and positions, the presiding officer may at any time during the hearing, in order to expedite the hearing, limit the number of parties who shall be permitted to cross-examine witnesses or argue motions or objections.

If after notice, any party to a proceeding does not appear at a hearing either in person or by counsel, or if after making an appearance at any hearing a party does not appear for all or any portion of the hearing, the matter may be heard in the absence of such party. For good cause shown, the presiding officer may grant continuances.

Where a hearing will be expedited and the interests of the parties will not be substantially prejudiced thereby, a person conducting a hearing may receive all or part of the evidence in written form.

M. ADMISSIBILITY OF EVIDENCE

Neither the Board, nor one or more individual Directors nor any other person(s) designated by the Board to conduct a hearing shall be bound by the Colorado Rules of Evidence, and no informality in any proceeding or in the manner of taking testimony shall invalidate any order, decision, rule or regulation made, approved or confirmed. However, to the extent practicable, the Colorado Rules of Evidence applicable in civil non-jury cases in the District Courts of Colorado will be followed, in order to promote uniformity in the admission of evidence. Notwithstanding the foregoing, when necessary to ascertain facts affecting the substantial rights of parties to the proceeding, evidence not admissible under such rules may be received and considered if such evidence possesses probative value commonly accepted by reasonable and prudent persons in the conduct of their affairs. Unless the context otherwise requires, whenever the words "court," "judge" or "jury" appear in any of the Colorado Rules of Evidence, such words shall be construed to mean Holy Cross, its Board of Directors, or one or more individual Directors or other person(s) designated by the Board to conduct a hearing, as the case may be.

N. COMPLAINTS/BURDEN OF GOING FORWARD/BURDEN OF PROOF

The burden of going forward and the burden of proof shall be on the Complainant. After the Complainant has gone forward, any party who appears in support of the position of the complaint shall go forward. Then Holy Cross or its representative, followed by any party who appears in support of the position of Holy Cross, shall go forward. The Complainant shall then have the right to present rebuttal evidence.

In proceedings other than complaint proceedings, the burden of going forward and the burden of proof shall be as determined by the presiding officer.

In consolidated proceedings, the presiding officer shall determine the order in which the parties shall present their evidence; in all other respects, the burden of going forward and the burden of proof shall be as above set forth.

O. STIPULATIONS

Any two or more parties, including Holy Cross, may stipulate as to any fact in issue, or otherwise reach agreement as to matters in issue, of substance or procedure, by written stipulation or agreement offered into evidence as an exhibit. The presiding officer shall enter a decision approving or disapproving any such stipulation or agreement or recommending modification thereof as a condition to approval. An oral stipulation or agreement may be made upon the record, subject to the terms and conditions of this Regulation.

P. DOCUMENTARY EVIDENCE

Except as otherwise provided herein, a party sponsoring an exhibit shall furnish a copy thereof to each party present and to the presiding officer at the hearing. The presiding officer may limit the number of copies required to be furnished where reproduction is unduly burdensome.

Q. INTERIM ORDERS

The presiding officer, during the course of a proceeding and prior to entering a decision or order, may issue one or more written interim orders. Any party aggrieved by an interim order may file a written motion to set aside or modify or stay such order.

R. BRIEFS OR STATEMENTS OF POSITION

At the conclusion of the presentation of evidence at any hearing, the presiding officer, upon the presiding officer's own motion or upon request by a party, may order written briefs or statements of position to be filed. Where the hearing was conducted by one or more individual Director(s) or by some other person(s) designated by the Board, copies of the brief or statement of position shall be filed with said Director(s) or person(s) as well as with Holy Cross. A copy of said brief or statement of position also shall be served on each party.

S. REOPENING OF THE HEARING

The presiding officer, upon the presiding officer's own motion or upon motion of a party for good cause shown, may order that the hearing be reopened for further proceedings in the following circumstances:

1. Any time after a matter is taken under advisement, after a hearing and before a decision is entered on the merits.
2. Any time after a decision is entered on the merits and neither administrative nor judicial review is pending with respect to the subject matter of said decision.

T. DECISION/RECONSIDERATION/APPEAL/FURTHER COMPLAINT

The Board or the Director(s) or the other person(s) designated by the Board who conducted the hearing shall proceed with reasonable dispatch to decide the matter presented. The decision shall include a statement of findings and conclusions upon all material issues of fact, law, or discretion presented by the evidence and the appropriate order, sanction, relief, or denial thereof. The decision will be issued as soon as practicable and in any event within 45 days after the hearing is closed.

The decision shall be served on each party by personal service or by mailing by first-class mail to the last address furnished to Holy Cross by such party or its representative, and shall be effective as to such party on the date mailed or such later date as is stated in the decision.

If a party considers itself to be aggrieved by any such decision, it may request the Board or the Director(s) or other person(s) designated by the Board who issued the decision, to reconsider the same by filing a written request therefore with Holy Cross or the Director(s) or other person(s) who issued the decision. Such request must be filed within 20 days after the decision is issued, and it shall specify each ground upon which the request is based. The request shall be determined within 30 days after it is filed, and if not so determined reconsideration shall be deemed denied.

No member or consumer may make complaint to any agency or court about any matter within the scope of these Tariffs, Rules and Regulations (see Rule 1020.A) without first following the procedures and exhausting the member's or consumer's remedies as set forth herein.

TARIFFS

2000 TARIFFS (Rates and Charges)

TARIFF INDEX

<u>Electric Rate Tariffs</u>	<u>Rate Code*</u>	<u>Page No.</u>
Residential Services - Farm and Home	01, 03, 05, 08, 21, 23, 25, 28, 29	13
Residential Services - Time of Day - Optional	06, 07, 26, 27	14 - 15
General Services - Time of Day - Optional	46, 47, 56, 57	16 - 17
General Services - Small	40, 42, 50, 51, 52, 58, 59	18
General Services - Large and Irrigation	41, 62, 63, 64	19
General Services - Primary	65	20 - 21
Residential Services - Large Residential	04, 24	22
General Services - Totalized Tariff	68	23
General Services - Aspen Ski Company Snowmaking/ Ski Lift Tariff	66, 67	24
General Services - Street, Highway and Area Lighting	70	25
General Services - Security Yard Lighting	71, 72	26
General Services - Unmetered Service	74	27
General Services - Totalized Multiple Meter - Optional	69	28

- * A letter or letters immediately following the rate code on your statement is used to further identify a specific characteristic, or combination of characteristics of service:
N designates "Net Metering" for services having generating capabilities on premises
S designates "Snowmass Local Government Surcharge District"

Electric Rate Tariff Adjustments

Electric Cost Adjustment Rate Rider (ECA)	29 - 30
WE CARE Rate Rider	31
Franchise or Utility Occupation Tax Rider	32
Renewable Energy Net Metering Service - Optional	33 - 34
Renewable Generation Service - Optional	35 - 36
Green Power Rider	37
Snowmass Local Government Underground Surcharge	38
Service "Loss Factor" Revenue Adjustment Rider	39
Surcharge of Special Taxes Rider	40
Power Factor Adjustment Rider	41
Manual Meter Read Rider - Optional	42
Prepaid Metering Program - Optional	-43 - 45

Charges for Rendering Service

Connection and Reconnection Charges	46
Generation Interconnection Application Charges	47
Payment of Bills and Collection Charges	48
Foreign and Returned Check Charges, Credit and Debit Card Declines	49
Miscellaneous Charges and Penalties	50

ELECTRIC RATE TARIFFS

RESIDENTIAL SERVICES – FARM AND HOME

Availability

Available to Rural Residential (Rate Codes 01, 05, 08), Rural All Electric Residential (Rate Code 03), Town Residential (Rate Codes 21, 25, 28); Town All Electric Residential (Rate Code 23) separately metered Heat Only (Rate Code 29). This rate is for “residential use” for consumers served under a single meter. “Residential use” means electric use that is exclusively for domestic purposes (living spaces) but whose use may include service to water pumps, garages, barns or minor outbuildings provided they are served under the same domestic meter. Service under this tariff is subject to the established Tariffs, Rules and Regulations of Holy Cross.

Type of Service

Single-phase and three-phase service at Holy Cross’s standard secondary voltages. Frequency and voltage shall be subject to electric industry standards.

Monthly Rate

Consumer Charge	\$ 9.00
Energy Charge, per kWh	\$ 0.09849

Rate Codes 08, 28: See Electric Rate Tariff Adjustments - Service “Loss Factor” Revenue Adjustment Rider

All Rate Codes: See Electric Rate Tariff Adjustments – Electric Cost Adjustment Rate Rider (ECA) and Electric Rate Tariff Adjustments - WE CARE Rate Rider

Minimum Monthly Charge

The consumer’s Minimum Monthly Charge (which includes a Consumer Charge and an Energy Charge) shall not be less than the highest of the following:

1. The Minimum Monthly Charge specified in the Contract for Electric Service at the service location.
2. A Minimum Monthly Charge: Rate Code 29 \$ 9.00
All Other Rate Codes \$ 12.65

Payment of the Minimum Monthly Charge shall entitle the consumer to the use of demand and energy corresponding to the difference between the Minimum Charge and the Consumer Charge in accordance with the foregoing rate.

The Electric Rate Tariff Adjustments - Electric Cost Adjustment Rate Rider (ECA) shall be in addition to the Minimum Monthly Charge.

Conditions of Service

1. Consumers receiving electric service under this tariff are required to comply with all Holy Cross policies; Tariffs, Rules and Regulations; IEEE standards for harmonic distortion and power factor requirements.
2. Operation of all electric loads will be subject to voltage flicker limits established by Holy Cross.

Terms of Payment

Bills for electric service are due upon presentation in accordance with Charges for Rendering Service - Payment of Bills and Collection Charges contained in these Electric Service Tariffs, Rules and Regulations.

ELECTRIC RATE TARIFFS

RESIDENTIAL SERVICES - TIME OF DAY - OPTIONAL

Availability

Available to Rural Residential (Rate Codes 06, 07) and Town Residential (Rate Codes 26, 27) consumers that do not take service under the Electric Rate Tariff Adjustments - Renewable Energy Net Metering Service – Optional. This rate is for “residential use” for consumers served under a single meter. “Residential use” means electric use that is exclusively for domestic purposes (living spaces) but whose use may include service to water pumps, garages, barns or minor outbuildings provided they are served under the same domestic meter. Service under this tariff is subject to the established Tariffs, Rules and Regulations of Holy Cross.

Type of Service

Single-phase and three-phase service at Holy Cross’s standard secondary voltage. Frequency and voltage variation shall be subject to electric industry standards.

Monthly Rate

Consumer Charge	\$ 13.75
Off-Peak Energy Charge, per kWh	\$ 0.07290
On-Peak Energy Charge, per kWh	\$ 0.18759

All Rate Codes: See Electric Rate Tariff Adjustments - Electric Cost Adjustment Rate Rider (ECA) and Electric Rate Tariff Adjustments - WE CARE Rate Rider

Where On-Peak is defined as:

1:00 P.M. to 9:00 P.M.

Monday through Friday

Excluding Holidays (New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day)

Where Off-Peak is defined as:

All hours **not** defined as On-Peak

Minimum Monthly Charge

The consumer’s Minimum Monthly Charge (which includes a Consumer Charge, an Off-Peak Energy Charge and an On-Peak Energy Charge) shall not be less than the highest of the following:

1. The Minimum Monthly Charge specified in the Contract for Electric Service at the service location.
2. A Minimum Monthly Charge of \$ 18.10

Payment of the Minimum Monthly Charge shall entitle the consumer to the use of demand and energy corresponding to the difference between the Minimum Charge and the Consumer Charge in accordance with the foregoing rate.

Conditions of Service

1. Consumers receiving electric service under this tariff are required to comply with all Holy Cross policies; Tariffs, Rules and Regulations; IEEE standards for harmonic distortion and power factor requirements.
2. Operation of all electric loads will be subject to voltage flicker limits established by Holy Cross.
3. The Optional Time of Day Rate is voluntary and shall be applicable the first complete billing cycle after installation of the time of day meter. If the consumer requests to be taken off the Optional Time of Day Rate, the appropriate rate for which the service qualifies will be applied to the first complete billing cycle after receipt of the written request. The consumer shall be allowed to change to or from the Optional Time of Day Rate only once during any 12 month period.
4. Must have an EMS meter.

Terms of Payment

Bills for electric service are due upon presentation in accordance with Charges for Rendering Service - Payment of Bills and Collection Charges contained in these Electric Service Tariffs, Rules and Regulations.

ELECTRIC RATE TARIFFS

GENERAL SERVICES - TIME OF DAY - OPTIONAL

Availability

Available to Irrigation consumers (Rate Codes 46, 47), General Services – Small (Rate Codes 56, 57) and General Services consumers whose demand is greater than 50 kW that do not take service under the Electric Rate Tariff Adjustments – Renewable Energy Net Metering Service – Optional. Service under this tariff is subject to the established Tariffs, Rules and Regulations of Holy Cross.

Type of Service

Single-phase and three-phase service at Holy Cross's standard secondary voltage. Frequency and voltage variation shall be subject to electric industry standards.

Monthly Rate

Consumer Charge	\$ 13.75
Off-Peak Energy Charge, per kWh	\$ 0.07290
On-Peak Energy Charge, per kWh	\$ 0.18759

All Rate Codes: See Electric Rate Tariff Adjustments - Electric Cost Adjustment Rate Rider (ECA) and Electric Rate Tariff Adjustments - WE CARE Rate Rider

Where On-Peak is defined as:

1:00 P.M. to 9:00 P.M.

Monday through Friday

Excluding Holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day)

Where Off-Peak is defined as:

All hours **not** defined as On-Peak

Minimum Monthly Charge

The consumer's Minimum Monthly Charge (which includes a Consumer Charge, an Off-Peak Energy Charge and an On-Peak Energy Charge) shall not be less than the highest of the following:

1. The Minimum Monthly Charge specified in the Contract for Electric Service at the service location.
2. A Minimum Monthly Charge of \$ 18.10

Payment of the Minimum Monthly Charge shall entitle the consumer to the use of demand and energy corresponding to the difference between the Minimum Charge and the Consumer Charge in accordance with the foregoing rate.

Conditions of Service

1. Consumers receiving electric service under this tariff are required to comply with all Holy Cross policies; Tariffs, Rules and Regulations; IEEE standards for harmonic distortion, and power factor requirements.
2. Operation of all electric loads will be subject to voltage flicker limits established by Holy Cross.
3. The Optional Time of Day Rate is voluntary and shall be applicable the first complete billing cycle after installation of the time of day meter. If the consumer requests to be taken off the Optional Time of Day Rate, the appropriate rate for which the service qualifies will be applied to the first complete billing cycle after receipt of the written request. The consumer shall be allowed to change to or from the Optional Time of Day Rate once during any 12 month period.
4. Must have an EMS meter.

Terms of Payment

Bills for electric service are due upon presentation in accordance with Charges for Rendering Service - Payment of Bills and Collection Charges contained in these Electric Service Tariffs, Rules and Regulations.

ELECTRIC RATE TARIFFS
GENERAL SERVICES - SMALL

Availability

Available to Irrigation (Rate Codes 40, 42), General Services (Rate Codes 50, 51, 52, 58), and separately metered Heat Only (Rate Code 59), including but not limited to public buildings, schools, churches and general use consumers whose capacity used is less than 50 kW. Service under this tariff is subject to the established Tariffs, Rules and Regulations of Holy Cross.

Type of Service

Single-phase and three-phase service at Holy Cross's standard secondary voltage. Frequency and voltage variation shall be subject to electric industry standards.

Monthly Rate

Consumer Charge	\$ 13.00
Energy Charge, per kWh	\$ 0.08986

Rate Code 58: See Electric Rate Tariff Adjustments - Service "Loss Factor" Revenue Adjustment Rider

All Rate Codes: See Electric Rate Tariff Adjustments - Electric Cost Adjustment Rate Rider (ECA) and Electric Rate Tariff Adjustments - WE CARE Rate Rider

Minimum Monthly Charge

The consumer's Minimum Monthly Charge (which includes a Consumer Charge and Energy Charge) shall not be less than the higher of the following:

1. The Minimum Monthly Charge specified in the Contract for Electric Service at the service location.
2. A Minimum Monthly Charge: Rate Code 59 \$ 13.00
All Other Rate Codes \$ 19.20

Payment of the Minimum Monthly Charge shall entitle the consumer to the use of demand and energy corresponding to the difference between the Minimum Charge and the Consumer Charge in accordance with the foregoing rate.

The Electric Rate Tariff Adjustments - Electric Cost Adjustment Rate Rider (ECA) shall be in addition to the Minimum Monthly Charge.

Conditions of Service

1. Consumers receiving electric service under this tariff are required to comply with all Holy Cross policies; Tariffs, Rules and Regulations; IEEE standards for harmonic distortion and power factor requirements.
2. Operation of all electric loads will be subject to voltage flicker limits established by Holy Cross.

Terms of Payment

Bills for electric service are due upon presentation in accordance with Charges for Rendering Service - Payment of Bills and Collection Charges contained in these Electric Service Tariffs, Rules and Regulations.

ELECTRIC RATE TARIFFS

GENERAL SERVICES – LARGE AND IRRIGATION

Availability

Available to General Service consumers (Rate Codes 62, 63, 64) and Irrigation Service (Rate Code 41), whose capacity used is 50 kW or greater. This tariff is optional to consumers whose annual Maximum Demand used is less than 50 kW subject to the established Tariffs, Rules and Regulations of Holy Cross.

Type of Service

Single-phase or three-phase service, at Holy Cross's standard secondary voltages. Frequency and voltage variation shall be subject to electric industry standards.

Monthly Rate

Consumer Charge	\$ 28.00
Demand Charge: Maximum Demand, per kW	\$ 6.11
Energy Charge, per kWh	\$ 0.06485

All Rate Codes: See Electric Rate Tariff Adjustments - Electric Cost Adjustment Rate Rider (ECA) and Electric Rate Tariff Adjustments - WE CARE Rate Rider

Determination of Maximum Demand

The consumer's Maximum Demand shall be the maximum rate at which energy is used, measured in kilowatts (kW), for any period of 15 consecutive minutes during each month for which service and a bill is rendered as shown by Holy Cross's metering equipment at the consumer's metering point.

Minimum Monthly Charge

The consumer's Minimum Monthly Charge (which includes a Consumer Charge, a Demand Charge and an Energy Charge) shall not be less than the highest of the following:

1. The Minimum Monthly Charge specified in the Contract for Electric Service at the service location.
2. \$1.00 per kW per highest Maximum Demand billed in last 12 months. In the event no demand history is available, Holy Cross shall estimate, using the best means and information available, a maximum kW demand for the service location.

Payment of the Minimum Monthly Charge shall entitle the consumer to the use of demand and energy corresponding to the difference between the Minimum Charge and the Consumer Charge in accordance with the foregoing rate.

The Electric Rate Tariff Adjustments - Electric Cost Adjustment Rate Rider (ECA) shall be in addition to the Minimum Monthly Charge.

Conditions of Service

1. Consumers receiving electric service under this tariff are required to comply with all Holy Cross policies; Tariffs, Rules and Regulations; IEEE standards for harmonic distortion and power factor requirements.
2. Operation of all electric loads will be subject to voltage flicker limits established by Holy Cross.

Terms of Payment

Bills for electric service are due upon presentation in accordance with Charges for Rendering Service - Payment of Bills and Collection Charges contained in these Electric Service Tariffs, Rules and Regulations.

ELECTRIC RATE TARIFFS

GENERAL SERVICES – PRIMARY

Availability

Available to non-residential consumers (Rate Code 65) where Holy Cross determines that facilities of adequate capacity are available and adjacent to the premises to be served, and the consumer's capacity used is 500 kW or greater, unless otherwise agreed to by Holy Cross at its sole discretion. Electric service must be supplied at one point of delivery and is not applicable for resale service.

Type of Service

Three-phase service at Holy Cross's standard primary voltage. Frequency and voltage variation shall be subject to electric industry standards.

Monthly Rate

Consumer Charge	\$23.00
Demand Charge: Maximum Demand, per kW	\$ 5.93
Energy Charge, per kWh	\$ 0.06456

All Rate Codes: See Electric Rate Tariff Adjustments - Electric Cost Adjustment Rate Rider (ECA) and Electric Rate Tariff Adjustments - WE CARE Rate Rider

Determination of Maximum Demand

The consumer's Maximum Demand shall be the maximum rate at which energy is used, measured in kilowatts (kW), for any period of 15 consecutive minutes during each month for which service and a bill is rendered as shown by Holy Cross's metering department equipment at the consumer's metering point.

Minimum Monthly Charge

The consumer's Minimum Monthly Charge (which includes a Consumer Charge, a Demand Charge and an Energy Charge) shall not be less than the highest of the following:

1. The Minimum Monthly Charge specified in the Contract for Electric Service at the service location.
2. \$1.00 per kW per highest Maximum Demand billed in last 12 months. In the event no demand history is available, Holy Cross shall estimate, using the best means and information available, a maximum kW demand for the service locations.

Payment of the Minimum Monthly Charge shall entitle the consumer to the use of demand and energy corresponding to the difference between the Minimum Charge and the Consumer Charge in accordance with the foregoing rate.

The Electric Rate Tariff Adjustments - Electric Cost Adjustment Rate Rider (ECA) shall be in addition to the Minimum Monthly Charge.

Conditions of Service

1. Consumers receiving electric service under this tariff are required to comply with all Holy Cross policies; Tariffs, Rules and Regulations; IEEE standards for harmonic distortion and power factor requirements.
2. Operation of all electric loads will be subject to voltage flicker limits established by Holy Cross.
3. Consumers must pay for the installation of primary metering equipment as a non-refundable contribution in aid of construction.
4. All necessary wiring, transformers, switches, cut-outs and protection equipment beyond the point of delivery shall be provided, installed and maintained by the consumer, and such service facilities shall be of types and characteristics acceptable to Holy Cross. The entire service installation, protection coordination, and the balance of the load between phases shall be approved by Holy Cross engineers.

5. Consumers receiving primary voltage metered service and who desire to convert to a secondary metered service shall be responsible for all equipment and labor costs associated with the conversion as a non-refundable contribution in aid of construction.
6. Consumers receiving secondary meter service and who desire to convert to primary voltage metered service shall be responsible for all equipment and labor costs associated with the conversion as a non-refundable contribution in aid of construction.

Terms of Payment

Bills for electric service are due upon presentation in accordance with Charges for Rendering Service - Payment of Bills and Collection Charges contained in these Electric Service Tariffs, Rules and Regulations.

ELECTRIC RATE TARIFFS

RESIDENTIAL SERVICES – LARGE RESIDENTIAL

Availability

Required of Residential Service (Rate Codes 04, 24) consumers. This rate is for “residential use” for consumers served under a single meter. “Residential use” means electric use that is exclusively for domestic purposes (living spaces) but whose use may include service to water pumps, garages, barns or minor outbuildings provided they are served under the same domestic meter whose annual Maximum Demand used is 50 kW or greater. This tariff is optional to consumers whose capacity used is less than 50 kW. Service under this tariff is subject to the established Tariffs, Rules and Regulations of Holy Cross.

Type of Service

Single-phase or three-phase service at Holy Cross's standard secondary voltages. Frequency and voltage variation shall be subject to electric industry standards.

Monthly Rate

Consumer Charge	\$ 28.00
Demand Charge: Maximum Demand, per kW	\$ 5.32
Energy Charge, per kWh	\$ 0.06935

All Rate Codes: See Electric Rate Tariff Adjustments - Electric Cost Adjustment Rate Rider (ECA) and Electric Rate Tariff Adjustments - WE CARE Rate Rider

Determination of Maximum Demand

The consumer's Maximum Demand shall be the maximum rate at which energy is used, measured in kilowatts (kW), for any period of 15 consecutive minutes during each month for which service and a bill is rendered as shown by Holy Cross's metering equipment at the consumer's metering point.

Minimum Monthly Charge

The consumer's Minimum Monthly Charge (which includes a Consumer Charge, a Demand Charge and an Energy Charge) shall not be less than the highest of the following:

1. The Minimum Monthly Charge specified in the Contract for Electric Service at the service location.
2. \$1.00 per kW per highest Maximum Demand billed in the last 12 months. In the event no demand history is available, Holy Cross shall estimate, using the best means and information available, a maximum kW demand for the service location.

Payment of the Minimum Monthly Charge shall entitle the consumer to the use of demand and energy corresponding to the difference between the Minimum Charge and the Consumer Charge in accordance with the foregoing rate.

The Electric Rate Tariff Adjustments - Electric Cost Adjustment Rate Rider (ECA) and the Electric Rate Tariff Adjustments - WE CARE Rate Rider shall be in addition to the Minimum Monthly Charge.

Conditions of Service

1. Consumers receiving electric service under this tariff are required to comply with all Holy Cross policies; Tariffs, Rules and Regulations; IEEE standards for harmonic distortion and power requirements.
2. Operation of all electric loads will be subject to voltage flicker limits established by Holy Cross.

Terms of Payment

Bills for electric service are due upon presentation in accordance with Charges for Rendering Service - Payment of Bills and Collection Charges contained in these Electric Service Tariffs, Rules and Regulations.

ELECTRIC RATE TARIFFS

GENERAL SERVICES - TOTALIZED TARIFF

Availability

Available to Vail Associates, Inc., (Rate Code 68) for total usage of the mutually agreed upon facilities on Vail and Beaver Creek Mountains. Service under this tariff is subject to the established Tariffs, Rules and Regulations of Holy Cross.

Type of Service

Single-phase or three-phase service at available Holy Cross standard secondary voltages. Frequency and voltage variation shall be subject to electric industry standards.

Monthly Rate

Holy Cross Service	
Consumer Charge	\$ 12,325.00
Energy Charge, per kWh	\$ 0.09090

All Rate Codes: See Electric Rate Tariff Adjustments - Electric Cost Adjustment Rate Rider (ECA) and Electric Rate Tariff Adjustments - WE CARE Rate Rider

Conditions of Service

1. Consumers receiving electric service under this tariff are required to comply with all Holy Cross policies; Tariffs, Rules and Regulations; IEEE standards for harmonic distortion, and power factor requirements.
2. Operation of all electric loads will be subject to voltage flicker limits established by Holy Cross.

Terms of Payment

Bills for electric service are due upon presentation in accordance with Charges for Rendering Service - Payment of Bills and Collection Charges contained in these Electric Service Tariffs, Rules and Regulations.

ELECTRIC RATE TARIFFS

GENERAL SERVICES – ASPEN SKI COMPANY SNOWMAKING/SKI LIFT TARIFF

Availability

Available to Aspen Ski Company (Rate Codes 66, 67) for each of mutually agreed upon snowmaking and lift facilities (currently 43 accounts), subject to certain conditions of service and established Tariffs, Rules and Regulations of Holy Cross.

Type of Service

Single-phase or three-phase service at available Holy Cross standard secondary voltages. Frequency and voltage variation shall be subject to electric industry standards.

Monthly Rate

Consumer Charge	\$ 162.00
Demand Charge: Maximum Demand, per kW	\$ 9.35
Energy Charge, per kWh	\$ 0.03805

All Rate Codes: See Electric Rate Tariff Adjustments - Electric Cost Adjustment Rate Rider (ECA) and Electric Rate Tariff Adjustments - WE CARE Rate Rider

Determination of Maximum Demand

The consumer's Maximum Demand shall be the maximum rate at which energy is used, measured in kilowatts (kW), for any period of 15 consecutive minutes during each calendar month for which service and a bill is rendered as shown by Holy Cross's metering equipment at the consumer's metering point.

Minimum Monthly Charge

The consumer's Minimum Monthly Charge (which includes a Consumer Charge, a Demand Charge and an Energy Charge) shall not be less than the highest of the following:

1. The Minimum Monthly Charge specified in the Contract for Electric Service at the service location.
2. \$1.00 per kW per highest Maximum Demand billed in the last 12 months. In the event no demand history is available, Holy Cross shall estimate, using the best means and information available, a maximum kW demand for the service location.

Payment of the Minimum Monthly Charge shall entitle the consumer to the use of demand and energy corresponding to the difference between the Minimum Charge and the Consumer Charge in accordance with the foregoing rate.

The Electric Rate Tariff Adjustments - Electric Cost Adjustment Rate Rider (ECA) and the Electric Rate Tariff Adjustments - WE CARE Rate Rider shall be in addition to the Minimum Monthly Charge.

Conditions of Service

1. Consumers receiving electric service under this tariff are required to comply with all Holy Cross policies; Tariffs, Rules and Regulations; IEEE standards for harmonic distortion, and power factor requirements.
2. Operation of all electric loads will be subject to voltage flicker limits established by Holy Cross.

Terms of Payment

Bills for electric service are due upon presentation in accordance with Charges for Rendering Service - Payment of Bills and Collection Charges contained in these Electric Service Tariffs, Rules and Regulations.

ELECTRIC RATE TARIFFS

GENERAL SERVICES – STREET, HIGHWAY AND AREA LIGHTING

Availability

Available to municipalities, homeowners associations (Rate Code 70), and like entities, subject to the established Tariffs, Rules and Regulations of Holy Cross.

Type of Service

Unmetered photo-electric controlled street lighting. The service shall be overhead or underground, single-phase, at the available secondary voltages. Frequency and voltage variation shall be subject to electric industry standards.

Monthly Rate Per Lamp

Public Street, Highway and Area Lighting:

For all fixtures which are mounted on Holy Cross wood poles, either primary or secondary, the charge per fixture per month shall be:

400 watt MV -	\$23.16
175 watt MV -	\$11.26
250 watt HPS -	\$16.09
100 watt HPS -	\$ 7.26

For all fixtures owned by the consumer and mounted on their poles or decorative standards, the charge per month per fixture shall be as follows:

400 watt Street Light -	\$21.16
250 watt Street Light -	\$13.23
175 watt Street Light -	\$ 9.26
150 watt Street Light -	\$ 7.93
100 watt Street Light -	\$ 5.29
Combination Multiple Bulb St Lt between 76-150 watt -	\$ 6.25
All 75 watt Street Lights & Under -	\$ 2.70

The monthly charge per fixture will vary due to the application of the Electric Rate Tariff Adjustments - Electric Cost Adjustment Rate Rider (ECA) to the standard utility usage calculation for lighting devices.

The Electric Rate Tariff Adjustments - WE CARE Rate Rider shall be applicable to this tariff.

Conditions of Service

1. Fixtures, overhead cable and/or associated equipment installed on Holy Cross owned wood poles (either primary or secondary), shall be the property of Holy Cross and shall be installed and maintained at the expense of Holy Cross. Approved fixtures are currently limited to 100 watt HPS and 250 watt HPS lighting devices. Additional wood poles, if required, shall be installed by Holy Cross at the expense of the consumer.
2. Ornamental standards, fixtures and brackets requiring special installation and/or foundations shall be purchased, installed and maintained by the consumer. Ornamental fixtures and brackets shall not be installed on Holy Cross owned poles.
3. Consumers receiving service under this tariff are required to comply with all Holy Cross policies; Tariffs, Rules and Regulations; IEEE standards for harmonic distortion and power factor requirements.
4. Operation of all electric loads will be subject to voltage flicker limits established by Holy Cross.

Terms of Payment

Bills for electric service are due upon presentation in accordance with Charges for Rendering Service - Payment of Bills and Collection Charges contained in these Electric Service Tariffs, Rules and Regulations.

ELECTRIC RATE TARIFFS

GENERAL SERVICES - SECURITY YARD LIGHTING

Availability

Available to Residential (Rate Code 72), General Services (Rate Code 71), consumers subject to the established Tariffs, Rules and Regulations of Holy Cross.

Type of Service

Unmetered, photo-electric controlled security yard lighting. The service shall be single-phase, overhead. Frequency and voltage variation shall be subject to electric industry standards.

Monthly Rate Per Security Light Installed

Monthly charge, security yard light installed on existing pole:

100 Watt HPS	\$ 7.26
250 Watt HPS	\$16.09

The monthly rate per lamp will vary due to the application of the Electric Rate Tariff Adjustments - Electric Cost Adjustment Rate Rider (ECA) to the standard utility usage calculation for lighting devices.

The Electric Rate Tariff Adjustments - WE CARE Rate Rider shall be applicable to this tariff.

Conditions of Service

1. The above tariffs shall apply to lighting fixtures and overhead cable furnished, installed and maintained by Holy Cross where no additional poles or associated equipment are required. For security lights requiring additional poles and/or associated equipment, such facilities shall be installed by Holy Cross at the consumer's expense. All facilities which are installed by Holy Cross shall remain the property of Holy Cross.
2. The minimum contract period for service shall be one year.
3. Consumers receiving electric service under this tariff are required to comply with all Holy Cross policies; Tariffs, Rules and Regulations; IEEE standards for harmonic distortion and power factor requirements.
4. Operation of all electric loads will be subject to voltage flicker limits established by Holy Cross.

Terms of Payment

Bills for electric service are due upon presentation in accordance with Charges for Rendering Service - Payment of Bills and Collection Charges contained in these Electric Service Tariffs, Rules and Regulations.

ELECTRIC RATE TARIFFS

GENERAL SERVICES – UNMETERED SERVICE

Availability

Available to municipalities, homeowners associations and like entities (Rate Code 74), subject to the established Tariffs, Rules and Regulations of Holy Cross.

Type of Service

Unmetered electric service to small, fixed loads whose monthly usage can be reasonably established where Holy Cross has determined that installation of an electric meter is not practical due to the minimal level of expected consumption. The service shall be overhead or underground, single-phase, at the available secondary voltages. Frequency and voltage variation shall be subject to electric industry standards.

Monthly Rate Per Lamp or Device

For all fixtures or devices under this tariff, the charge shall be per watt per month - \$0.05290

The Minimum Monthly Charge per device shall be not less than \$4.66 per device per month.

The monthly rate per fixture or device will vary due to the application of the Electric Rate Tariff Adjustments - Electric Cost Adjustment Rate Rider (ECA).

The Electric Rate Tariff Adjustments - WE CARE Rate Rider shall be applicable to this tariff.

Conditions of Service

1. The above tariffs shall apply to fixtures and devices owned and installed by the consumer and attached to Holy Cross facilities. For connection to Holy Cross facilities, the consumer shall install a disconnect switch with suitable fusing to protect their equipment. All maintenance and replacement of fixtures and devices shall be the responsibility of the consumer.
2. Consumers receiving electric service under this tariff are required to comply with all Holy Cross policies; Tariffs, Rules and Regulations; IEEE standards for harmonic distortion and power factor requirements.
3. Operation of all electric loads will be subject to voltage flicker limits established by Holy Cross.

Terms of Payment

Bills for electric service are due upon presentation in accordance with Charges for Rendering Service - Payment of Bills and Collection Charges contained in these Electric Service Tariffs, Rules and Regulations.

ELECTRIC RATE TARIFFS

GENERAL SERVICES - TOTALIZED MULTIPLE METER - OPTIONAL

Availability

Available to consumers who have multiple service connections (Rate Code 69) in one building whose aggregated Maximum Demand would exceed 500 kW at least once annually. Service under this tariff is subject to established Tariffs, Rules and Regulations of Holy Cross.

Type of Service

Single-phase or three-phase service, at Holy Cross’s standard secondary voltages. Frequency and voltage variation shall be subject to electric industry standards.

Monthly Rate

Base Consumer Charge	\$ 100.00
Consumer Charge, per Meter	\$ 28.00
Demand Charge: Maximum Demand, per kW	\$ 6.11
Energy Charge, per kWh	\$ 0.064850

All Rate Codes: See Electric Rate Tariff Adjustments - Electric Cost Adjustment Rate Rider (ECA) and Electric Rate Tariff Adjustments - WE CARE Rate Rider

Determination of Maximum Demand

The consumer's Maximum Demand shall be the maximum rate at which energy is used, measured in kilowatts (kW), for any period of 15 consecutive minutes, occurring simultaneously at the designated Holy Cross metering points totalized for each calendar month for which service and a bill is rendered.

Minimum Monthly Charge

The consumer's Minimum Monthly Charge (which includes a Consumer Charge, a Demand Charge, and an Energy Charge) shall not be less than the highest of the following:

1. The Minimum Monthly Charge specified in the Contract for Electric Service at the service location.
2. \$1.00 per kW per highest Maximum Demand billed in last 12 months. In the event no demand history is available, Holy Cross shall estimate, using the best means and information available, a maximum kW demand for the service location.

Payment of the Minimum Monthly Charge shall entitle the consumer to the use of demand and energy corresponding to the difference between the Minimum Charge and the Consumer Charge in accordance with the foregoing rate.

The Electric Rate Tariff Adjustments - Electric Cost Adjustment Rate Rider (ECA) shall be in addition to the Minimum Monthly Charge.

Conditions of Service

1. Consumers receiving electric service under this tariff are required to comply with all Holy Cross policies; Tariffs, Rules and Regulations; IEEE standards for harmonic distortion and power factor requirements.
2. Operation of all electric loads will be subject to voltage flicker limits established by Holy Cross.
3. Consumers receiving electric service under this tariff are required to comply with all Holy Cross policies; Tariffs, Rules and Regulations; IEEE standards for harmonic distortion and power factor requirements.
4. Operation of all electric loads will be subject to voltage flicker limits established by Holy Cross.

Terms of Payment

Bills for electric service are due upon presentation in accordance with Charges for Rendering Service - Payment of Bills and Collection Charges contained in these Electric Service Tariffs, Rules and Regulations.

ELECTRIC RATE TARIFF ADJUSTMENTS

ELECTRIC COST ADJUSTMENT RATE RIDER (ECA)

Applicability

Applicable to all rate classes for metered and unmetered consumers receiving electric service from Holy Cross under all Electric Rate Tariffs.

Note: For Electric Rates – Residential Services - Time of Day – Optional and Electric Rates – General Services – Time of Day – Optional - the ECA will be applied to both the on and off peak energy charge per kWh.

Monthly Rate¹

The Energy Charge stated in each Electric Rate Tariff for all rate classes for each kilowatt hour sold under the applicable Electric Rate Tariffs shall be increased or decreased per kWh by an amount equal to “ECA Formula.”

$$E = \frac{TM-PM}{S}$$

Where:

E = The Electric Cost Adjustment (ECA) factor

TM = Target Operating Margin

PM = Projected Operating Margin

Margin is defined as operating revenue minus expenses as reported on lines 1 and 20 of the RUS Form 7 – Part A.

The Target Operating Margin will be fixed to the amount required to achieve a Rate of Return on Net Rate

Base that equals 5.25%, plus or minus 0.25%²

Note: Where Net Rate Base represents the amount of property used and useful in providing electric service and is based on the original cost, including construction work in progress, plus cash working capital (the lag in operating expense recovery, plus material/supplies and prepayments), less accumulated depreciation and customer deposits.

S = Calendar year sales in kWh

Calculation

The ECA Formula will be computed according to the above method for a 12 month period beginning January 1 of each calendar year commencing January 1, 2016. The data for the above values will be good faith estimates and trued up as actual numbers become available.

Each calendar month of the 12 month period Holy Cross will recalculate the ECA amount and shall adjust the ECA amount for actual operating revenue, expenses and sales as that information becomes available; and Holy Cross will also adjust the ECA amount for any change in projections as Holy Cross deems appropriate in order to meet the desired Target Operating Margin. Holy Cross may at its sole discretion not collect a portion of the cost to be recovered under this Rider, provided that after doing so Holy Cross's financial condition will remain in a sound position and meet all financial criteria established by the Board of Directors.

If at the end of any calendar year the actual operating margin is greater than what is needed to achieve a 5.5% rate of return on Net Rate Base, then the excess operating margin earned by Holy Cross will be returned to members under Holy Cross's established capital credit retirement policy.

1 Holy Cross will conduct a periodic review of its rates and rate classification to ensure that this Rider and its rates comply with applicable law and any rate policy of the Board. A cost of service study conducted by Holy Cross may be used as a part of any rate policy established by the Board.

2 Holy Cross will have to change its accounting under FASB Topic 606 on or before 2019. This change will create a non-cash addition to margins. This amount will be in addition to the Target Operating Margin (TM).

ELECTRIC RATE TARIFF ADJUSTMENTS

WE CARE RATE RIDER

(With Efficiency, Conservation and Renewable Energy)

Applicability

Applicable to all metered and unmetered consumers receiving electric service from Holy Cross under

- Residential Services – Farm and Home
- Residential Services – Time of Day – Optional
- General Services – Time of Day – Optional
- General Services – Small
- General Services – Large and Irrigation
- General Services – Primary
- Residential Services – Large Residential
- General Services – Totalized Tariff
- General Services – Aspen Ski Company Snowmaking/Ski Lift Tariff
- General Services – Street, Highway and Area Lighting
- General Services – Security Yard Lighting
- General Services – Unmetered Service
- General Services – Totalized Multiple Meter - Optional

Purpose

This Rate Rider shall be used for funding renewable energy generation, energy efficiency and conservation measures. Any monies not spent in a calendar year will be accrued for funding of the above purposes in future years.

Monthly Rate

Two percent shall be surcharged on the aggregate sum of all electric service revenues prior to the application of any taxes and any electric rate tariff adjustments identified under Electric Rate Tariff Adjustments - Franchise or Utility Occupation Tax Rider, Electric Rate Tariff Adjustments - Snowmass Local Government Underground Surcharge, and Electric Rate Tariff Adjustments - Surcharge of Special Taxes Rider.

Electric Service Revenues

Generally consist of the following:

- Base Consumer Charge
- Consumer Charge
- Demand Charge, per kW
- Device or Fixture Charge
- Energy Charge, per kWh
- Electric Cost Adjustment Rate Rider (ECA) Charge
- Green Power Rider (Optional) Charge
- Minimum Monthly Charge
- Off-Peak Energy Charge, per kWh
- On-Peak Energy Charge, per kWh
- Service “Loss Factor” Revenue Adjustment Rider

ELECTRIC RATE TARIFF ADJUSTMENTS

FRANCHISE OR UTILITY OCCUPATION TAX RIDER

Applicability

Applicable to all consumers receiving electric service within incorporated municipalities, towns and villages, as named, in which a franchise tax or utility occupation tax ordinance has been approved and is in effect.

Surcharge Rate

The surcharge on all electric service revenues received within said municipalities, towns and villages will be in accordance with individual municipality, town or village franchise agreements or utility occupation tax ordinance. The following is a list of municipalities, towns and villages with franchise agreements or utility occupation tax ordinances.

- City of Aspen
- Town of Avon
- Town of Basalt
- Town of Carbondale
- Town of Eagle
- Town of Gypsum
- Town of Minturn
- Town of Snowmass Village
- Town of Vail
- Town of Marble

ELECTRIC RATE TARIFF 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 eligible renewable energy generating system in parallel with the Holy Cross electrical system, which has a nameplate output capacity of no greater than 500 kilowatts (kW) for solar photovoltaic and 50 kilowatts (kW) for other eligible renewable generating systems. Each system shall be designed to produce no more than 120% of the actual verified average monthly electric consumption of the service account as determined by Holy Cross billing records (or projected average monthly consumption for new construction). Net Metering Service is available to metered Holy Cross consumers who are receiving electric service under Electric Rate Tariffs - Residential Services – Farm and Home, General Services – Small, Electric Rate Tariffs - General Services – Large and Irrigation, or Residential Services – Large Residential under a single meter. Net Metering Service is subject to the established Tariffs, Rules and Regulations of Holy Cross.

Eligible renewable energy generating systems shall be solar photovoltaic, 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 the Holy Cross service meter. 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 kWh production at the end of March of each year, or at the time a consumer ceases to receive electric service, Holy Cross will pay the consumer for the excess kWh production at the reported rate on the previous year end RUS Form 7, Part K, Total for the Average Cost column, per kWh.

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. 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 Minimum Monthly Charge for Electric Rate Tariffs - Residential Services – Farm and Home, General Services – Small, Electric Rate Tariffs - General Services – Large and Irrigation, and Residential Services – Large Residential shall be the greater of:

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

Conditions of Service

1. Each consumer that receives electric service from Holy Cross and who also sells electric service to Holy Cross under this tariff is required to comply with Holy Cross's Interconnection Policy as in effect on the date of interconnection and to sign all of the standard form contracts and easements of Holy Cross as required by Holy Cross.
2. Each consumer is solely responsible for obtaining and maintaining any and all approvals and licenses applicable to the generating facility.

3. Each consumer who receives a payment for excess kWh production as described above shall assign Holy Cross title to any renewable energy credits associated with such excess kWh production. Unless otherwise agreed to in writing, each consumer shall retain title to any renewable energy credits associated with kWh production used on-site by the consumer.

Special Cases

Holy Cross may, on a case-by-case basis, alter the above mentioned generator size limits under “Applicability.”

Other Terms

All other terms and conditions specified in the consumer’s applicable electric service rate tariff and in other rules and regulations shall apply.

ELECTRIC RATE TARIFF ADJUSTMENTS

RENEWABLE GENERATION SERVICE - OPTIONAL

Applicability

Applicable to Holy Cross consumers who, at their electric service account location, own, operate and maintain an on-site eligible renewable energy generating system in parallel with the Holy Cross electrical system, which has a nameplate output capacity between 50 and 500 kilowatts for solar photovoltaic and no greater than 100 kilowatts for hydroelectric generating systems. A system may be located behind a single consumer meter; if so, it shall be sized to provide more than 120% of the actual verified annual electric consumption of the service account as determined by Holy Cross billing records (or projected annual consumption for new construction). Electric Rate Adjustments - Renewable Generation Service - Optional is available to metered Holy Cross consumers who are receiving electric service under Electric Rate Tariffs - Residential Services – Farm and Home, General Services – Small, Electric Rate Tariffs - General Services – Large and Irrigation, and Residential Services – Large Residential under a single meter. Renewable Generation Service – Optional is subject to the established Tariffs, Rules and Regulations of Holy Cross.

Eligible renewable energy generating systems shall be solar photovoltaic and hydroelectric. The aggregate total nameplate capacity for all solar photovoltaic generation under this tariff shall not exceed 2,000 kW and the aggregate total nameplate capacity for all hydroelectric generation under this tariff shall not exceed 1,000 kW. Consumers must submit a completed Interconnection Application no later than December 31, 2017, to be eligible for service under this tariff. Consumers may apply to Holy Cross for incentives as available.

At its sole discretion, Holy Cross may enter into a stated rate contract at the request of consumers who meet the criteria described in this tariff and in the Interconnection Policy in place at the time of application. Consumers receiving service under a stated rate contract waive any Holy Cross incentives for which they would otherwise qualify.

Type of Service

Single-phase and three-phase service at Holy Cross's standard secondary voltages. Frequency and voltage variation shall be subject to electric industry standards.

Metering and Billing

Holy Cross shall install and maintain (at the consumer's expense) an EMS meter capable of recording net hourly usage or generation on an hourly basis and capable of being read remotely. Net usage and net generation will be recorded in separate meter registers. On a monthly basis, Holy Cross will calculate the charges due from the consumer using the values recorded in the net usage register and the payment due to the consumer using the values recorded in the net generation register. Charges from the consumer's net usage shall be calculated using those charges described on the consumer's applicable tariff. Dollar credits for the consumer's net generation shall be calculated using the rates and fees described below. If the credits for the Electric Service generated by the consumer are less than the charge for the electric services provided to the consumer, the consumer will pay the net difference. If the dollar credits for the electric service generated by the consumer are greater than the charge for the electric services provided to the consumer, Holy Cross will pay the net difference to the consumer.

Example 1:

Consumer receiving service under Electric Rate Tariffs - Residential Services – Farm and Home ignoring any applicable surcharges or taxes, using rates in effect as of October 1, 2016.

Net usage registered: 3,514 kWh
Net generation registered: 3,618 kWh

Consumer charges:	$\$9.00 + 3,514 \text{ kWh} \times \$0.09849/\text{kWh}$	= \$ 355.09
Generation purchase:	$\$13.00 + 3,618 \text{ kWh} \times \$-0.09200/\text{kWh}$	= \$-319.86
Net bill due from consumer:		= \$ 35.23

Example 2:

Consumer receiving service under Electric Rate Tariffs - General Services – Large and Irrigation ignoring any applicable surcharges or taxes, using rates in effect as of October 1, 2016.

Net usage registered: 9,064 kWh

15-minute demand registered: 59.0 kW

Net generation registered: 29,231 kWh

Consumer charges: $\$28.00 + 59.0 \text{ kW} \times \$6.8113/\text{kW} + 9,064 \text{ kWh} \times \$0.06485/\text{kWh} = \$976.29$

Generation purchase: $\$13,000.50 + 29,231 \text{ kWh} \times \$-0.09200/\text{kWh} = \$-2,676.25$

Net paid to consumer: = \$1,699.96

Monthly Rate

Consumer Charge: Shall equal the Consumer Charge for the General Services – Small tariff
Purchase price: The monthly rate shall be increased by 2% on the first day of each calendar year for bills calculated during that calendar year. The monthly rate for 2016 shall be \$0.09200/kWh. The monthly rate may be altered by Holy Cross at any time and from time to time during the period this tariff is in effect; the Tariffs, Rules and Regulations are subject to change by the Board of Directors at any time.

Net usage is subject to any and all Rate Riders specified in the applicable tariff.

All electric service delivered by Holy Cross at its service meter will be billed at the consumer’s retail rate as specified in the applicable tariff. Such charges are subject to all applicable riders and taxes prior to subtraction of any billing credits.

Minimum Monthly Charge

The Minimum Monthly Charge shall be the greater of the following:

1. The Minimum Monthly Charge specified in the Contract for Electric Service at the service location.
2. The Minimum Monthly Charge specified in the consumer’s applicable rate plus the Minimum Monthly Charge specified under this rate.

Conditions of Service

1. Consumers receiving electric service under this tariff are required to comply with all Holy Cross policies; Tariffs, Rules and Regulations; IEEE standards for harmonic distortion, and power factor requirements.
2. Operation of all electric loads will be subject to voltage flicker limits established by Holy Cross.
3. Consumers receiving electric service under this tariff are required to assign all RECs from the facility to Holy Cross prior to beginning operation for the period that the consumer receives service under this tariff.

Other Terms

All other terms and conditions specified in the consumer’s applicable rate tariff and in other rules and regulations shall apply.

**ELECTRIC RATE TARIFF ADJUSTMENTS
GREEN POWER RIDER - OPTIONAL**

Availability

Available to all Holy Cross consumers that are receiving electric service under an existing tariff except as described in the member's existing tariff or below. Participation in the program is limited by availability of electric energy from the sources described below. Service under this tariff is subject to the established Tariffs, Rules and Regulations of Holy Cross.

Type of Service

Renewable energy taken in increments as described below for each option as used under a member's existing tariff rate.

Monthly Rate

Block Purchase Option

For each 100-kWh increment of energy as elected by a member, not to exceed 120% of a member's annual on-site electric consumption under their existing tariff rate (not available to accounts receiving Electric Service that is subject to the Renewable Generation Service - Optional or Prepaid Metering Program - Optional Electric Rate Tariff Adjustments):

Wind: \$1.25 per 100 kWh increment per month

Hydro: \$1.75 per 100 kWh increment per month

Solar: \$2.00 per 100 kWh increment per month

100% Offset Option

For 100% of the electricity purchased from Holy Cross on a per kWh basis (not available to accounts receiving Electric Service that is subject to the Cooperative's Renewable Net Metering Service - Optional, Renewable Generation Service - Optional, and Manual Meter Read Rider - Optional Electric Rate Tariff Adjustments and any account using a Budget Billing Plan; accounts using more than 200,000 kWh annually may be required to use the Block Purchase Option):

Wind: \$0.0125/kWh

Hydro: \$0.0175/kWh

Solar: \$0.0200/kWh

This rider is in addition to the monthly energy charge of the consumer's existing tariff and requires a minimum of a 12-month commitment.

Note: Holy Cross will retire Renewable Energy Credits from generators using the above described technologies each calendar year in quantities equal to the sales of electricity under this tariff.

ELECTRIC RATE TARIFF ADJUSTMENTS

EVSE PAYMENT RIDER - OPTIONAL

Availability

Available to all Holy Cross consumers receiving electric service under an existing rate tariff and that meet the additional qualifications below. Participation in the program is available to consumers that will have Holy Cross initially pay the cost of the electrical installation of Level II Electric Vehicle Supply Equipment (EVSE) on the premises of the consumer, and then to have the consumer pay Holy Cross's expenses under this Rider back after the installation. Level II EVSE is defined as an EVSE that requires 208/240V AC input voltage. Service under this tariff is subject to the established Tariffs, Rules and Regulations of Holy Cross.

Type of Service

Level II EVSE cost repayment to Holy Cross for homes and workplaces.

Qualification

In order to qualify for this optional rider, the consumer applicant must meet all of the following requirements:

- a. Must have been a Holy Cross consumer for a minimum of 12 consecutive months.*
- b. Cannot have been delinquent on any of the consumer's bills in the last consecutive 12 months.
- c. Cannot have more than two late payments in the last consecutive 12 months.

*Note: Consumers without 12 months of bill repayment history may have this requirement waived by providing either a Cash Deposit or Credit Reference Letter as outlined under the Deposit Requirements in Holy Cross's Tariffs, Rules and Regulations.

Investment and Payment Terms

1. Holy Cross will furnish an approved Level II EVSE (charging equipment) to the consumer at the consumer's premises without cost to the consumer.
2. Holy Cross will pay the licensed electrical contractor directly for the upfront cost to install the EVSE and the electrical service to the charging equipment. The consumer will hire the licensed electrical contractor and see to the design and installation of the EVSE. The consumer will be responsible for all means, methods, techniques, sequences, and procedures and for coordinating all portions of the installation and operation of the EVSE.
3. Holy Cross will own and maintain the EVSE for a maximum of three years, or until the entire cost has been repaid. After all of Holy Cross's expenses have been paid under this Rider, then Holy Cross will transfer ownership of the EVSE to the consumer. Consumer grants an irrevocable license to Holy Cross for the operation of the EVSE on the premises during the term of operation of the EVSE on the premises, which license shall end after the removal of the EVSE from the premises or the transfer of ownership to the customer.
4. The consumer will pay Holy Cross all of its expenses through a monthly fixed rate amount added through this Rider on the utility bill for the amount incurred by Holy Cross for its actual cost of the installation and operation of the EVSE and for other expenses connected with the program. This fixed rate will be assessed to the consumer over a period [not to exceed three years] as determined by Holy Cross under its ratemaking process.
5. In the calculation of the rate under this Rider, Holy Cross may include an administrative cost in the calculation of the monthly fixed rate charge [not to exceed the marginal cost of borrowing of Holy Cross or 3% per annum, whichever amount is greater].
6. If the consumer moves or discontinues service at the premises at which the EVSE is installed within three years, then the consumer will be required to pay the cost of disconnection of the EVSE and to return the EVSE equipment to Holy Cross undamaged except for normal wear and tear, and the consumer shall pay the remaining balance of monthly fixed rate.

7. Holy Cross will limit the number of EVSE installations that can be qualified under this Rider to:
 - a. 2 per consumer for home installations and a maximum of \$3,000 for installation cost per charging station
 - b. 4 per consumer for workplace installations and a maximum of \$3,000 for installation cost per charging station
 - c. Maximum of \$500,000 for the total program budget.
8. The payment obligation under this Rider shall be treated the same as charges for electric service for purposes according to Holy Cross's Rules and Regulations. Failure to make payment may result in disconnection of electric service in accordance with Holy Cross's Tariffs, Rules and Regulations.
9. Electric rates of Holy Cross, including this Rider, will be changed in the future; and any calculation of any electric rate is made based on the most current information available. Electric rates of Holy Cross will most likely increase over time.
10. Payment of any amount due under this Rider is the PERSONAL OBLIGATION of the consumer and cannot be discharged or assumed by another person without the prior written consent of Holy Cross. A successor in possession or ownership of the premises upon which the EVSE improvements were made may be required by Holy Cross to pay the balance of the rate amount due for the EVSE improvements in addition to the consumer. The consumer agrees to advise all successors in possession or ownership of the premises upon which the EVSE improvements were made that the additional amount due portion of the billing will continue to be paid by such successor unless such amount due to Holy Cross is paid in full.
11. Holy Cross shall have the right to terminate electric service to the consumer and any successor in possession or ownership of the premises upon which the EVSE improvements were made. Holy Cross shall have the right to terminate any other electric service to the consumer at any location in the event of any default in payment of any amount due to Holy Cross including without limitation the amount of the cost as determined under this Rider and other charges.
12. All information gathered by Holy Cross in the application for and the administration of the payment for the EVSE improvements and for the granting of electric service to the premises is governed by the provisions of the Rules and Regulations of Holy Cross Energy in force from time to time.
13. If the consumer defaults in payment of the amount due under this Rider or on electric service, then the consumer will be barred from any existing or future benefit or subsidy program with Holy Cross.
14. All payments received from the consumer will first be applied to any amount due under this Rider and then to all amounts due to Holy Cross for electric and other service and then applied to any other amount due.
15. Holy Cross does not warrant the EVSE improvements or the quality of workmanship in the installation of the EVSE improvements. Holy Cross disclaims any and all express or implied warranty of the EVSE improvements including without limitation any implied warranty of fitness for a particular purpose, merchantability, usability and habitability.
16. If the premises upon which the EVSE improvement was installed is destroyed or damaged from any cause, the consumer shall still be liable for payment of all amounts due to Holy Cross under this Rider. If the premises upon which the EVSE improvement was installed is partially or totally vacant, the consumer shall still be liable for payment of all amounts due to Holy Cross under this Rider. The consumer shall insure the cost of replacement of the EVSE and shall show the interests of Holy Cross under the terms of the Rider as a loss payee.
17. To the maximum extent permitted by law the consumer shall defend, indemnify, and hold harmless Holy Cross and Holy Cross's directors, officers, and employees from all claims, causes, action, losses, liabilities, and expenses (including reasonable attorney's fees) for personal loss, injury, or death to person (including but not limited to the consumer's employees) and loss, damage to, or destruction of Holy Cross's and the consumer's property or the property of any other person or entity in any manner arising out of or connected with the Rider and the installation and operation of the EVSE, or the materials or equipment supplied or services performed by Holy Cross, its subcontractors and suppliers of any tier.
18. For the duration of the license, consumer agrees that Holy Cross is entitled to all Green Attributes associated with the EVSE, and consumer hereby conveys to Holy Cross all present and future rights to such Green Attributes and agrees to take all further steps required to effect such transfer to Holy Cross at the time of

any such delivery. For the duration of the license, consumer agrees that Holy Cross is entitled to all tax benefits of any kind or nature associated with the EVSE, and consumer hereby conveys to Holy Cross all present and future rights to such tax benefits and agrees to take all further steps required to effect such transfer to Holy Cross at the time of any such delivery.

Responsibilities

Responsibilities, understandings and authorizations of consumer, Holy Cross, landlord (if applicable) and participating contractor shall be evidenced by written agreements, notifications and disclosures/consents, the forms of which are made a part of this Rider.

Note: This optional Rider is in addition to the monthly charges of the consumer's existing electric service rate tariff and any other applicable rate tariffs.

ELECTRIC RATE TARIFF ADJUSTMENTS

SNOWMASS LOCAL GOVERNMENT UNDERGROUND SURCHARGE

Applicability

Applicable to all consumers receiving electric service within the boundary stipulated in both Pitkin County Board of County Commissioner's Resolution No. 106 2003 and Town of Snowmass Village Town Council Resolution No. 34 Series of 2003.

Monthly Rate

The monthly rate shall comply with Holy Cross Electric Service Tariffs, Rules and Regulations, Rule 3040, Local Government Mandated Facility charges.

A percentage surcharge shall be applied to the above consumers based upon the following:

The percentage surcharge equals the "Annual Costs" divided by the "Annual Revenue."

The "Annual Costs" shall include those costs associated with Operations and Maintenance, Administrative and General, Depreciation, Interest, Insurance, Property Taxes, Margins, and may include adjustments for prior year over/under collections.

The "Annual Costs" may also include extraordinary costs associated with exceptional operating and maintenance expenses related to the mandated project.

The "Annual Revenue" shall be the projected annual revenue associated with the above consumers including the projected "Electric Cost Adjustment."

Surcharge Annual Adjustment

The surcharge shall be annually adjusted for the difference, positive or negative, between the annual surcharge actually collected by Holy Cross and the annual projected surcharge. This adjustment, if required, will be effective beginning with the May billing for the following year.

ELECTRIC RATE TARIFF ADJUSTMENTS

SERVICE "LOSS FACTOR" REVENUE ADJUSTMENT RIDER

Applicability

All consumers receiving electric service which requires the use of multiple unmetered voltage transformations on the supply side of the point of metering.

Monthly Rate

In addition to charges incurred under the applicable tariff, a service "loss factor" adjustment will be added and computed by increasing the consumer's billing units, both demand (kW) and/or energy (kWh), by 2.1% and applied to the monthly rate charges provided within the applicable tariff.

Conditions of Service

1. Must receive prior written approval for facility.
2. Facility shall use the lowest available loss transformer.
3. Provide Holy Cross with "Typical Transformer Test Data" and "Certified Test Reports."
4. Unmetered voltage transformation devices within consumer service are owned, operated and maintained by the consumer.
5. Consumer shall provide for the installation of the appropriate metering devices in accordance with Holy Cross guidelines.

ELECTRIC RATE TARIFF ADJUSTMENTS

SURCHARGE OF SPECIAL TAXES RIDER

Applicability

Applicable to all classes of electric service.

Policy

Holy Cross reserves the right to surcharge or pass on any tax or assessment which may be levied against Holy Cross by any governmental authority whether such tax or assessment is based on revenues, consumption level, meters, consumers, occupancy, or any other graduated basis, or any flat rate. Such surcharge shall be made to all consumers who purchase energy within the boundaries of such governmental authority.

ELECTRIC RATE TARIFF ADJUSTMENTS

POWER FACTOR ADJUSTMENT RIDER

Applicability

Applicable to all Holy Cross consumers that are receiving electric service under any tariff subject to the established Tariffs, Rules and Regulations of Holy Cross.

Policy

The consumer will maintain at all times a power factor between 95% lagging and 95% leading, at Holy Cross's point of delivery.

In the event a system condition exists due to lagging or leading power factor in a degree sufficient to impair Holy Cross's service, the consumer will install suitable equipment necessary to correct the power factor at the point of delivery. Power factor correction will be to a satisfactory value established by Holy Cross. Where such corrective equipment is used, the consumer will install and maintain all required equipment, including the related disconnecting and controlling equipment, in order to prevent excessive voltage variations on Holy Cross's facilities.

If the consumer fails to correct the voltage condition within 12 months after receiving written notification from Holy Cross to correct the condition, Holy Cross shall impose a monthly adjustment, as determined by Holy Cross, equal to one of the following:

1. 10% of the monthly billing; or
2. 1% for each 1% by which the average power factor is less than 95% lagging or leading.

If the consumer fails to correct the voltage condition within 24 months after receiving the written notification from Holy Cross to correct the condition, Holy Cross shall impose, as determined by Holy Cross, one of the following:

1. Monthly Adjustment of 25% of the monthly billing; or
2. Monthly Adjustment of 2% for each 1% by which the average power factor is less than 95% lagging or leading.

Termination of service may occur at any time after 24 months from receiving the written notification if Holy Cross determines that unacceptable progress, to correct the problem, continues. Holy Cross shall provide six months written notice prior to termination of service. Service will be reinstated when the problem is corrected.

ELECTRIC RATE TARIFF ADJUSTMENTS
MANUAL METER READ RIDER - OPTIONAL

Applicability

Applicable to all Holy Cross residential consumers who receive electric service under any tariff; and such electric service shall be subject to all of the established Tariffs, Rules and Regulations of Holy Cross.

Policy

In the event a consumer affirmatively desires (as demonstrated by a written agreement provided by Holy Cross that must be signed by the consumer) not to participate in Holy Cross's Enhanced Metering System (EMS), then the consumer may elect to have a conventional digital meter provided by Holy Cross installed by Holy Cross in accordance with this tariff and the written agreement.

1. The written agreement signed by the consumer will include consumer's understanding that the consumer will allow Holy Cross's employees continued unrestricted access to the consumer's premises for all Holy Cross purposes, including without limitation: meter reading and equipment maintenance and as otherwise provided in the Tariffs, Rules and Regulations of Holy Cross.
2. Consumers who elect Manual Meter Reading will pay a monthly meter reading fee of \$5.00 per the applicable rate tariff. Holy Cross will review and may adjust related meter reading costs as it determines (usually on an annual basis) to assess said cost through its rate tariffs.
3. Consumers who select Manual Meter Read after an EMS meter has been installed that then requires replacement of the EMS meter with a conventional digital meter shall pay a change-out fee that is provided for in the applicable rate tariff.
4. Consumers who select Manual Meter Read are hereby advised that they may not be able to participate in Holy Cross's current or future enhanced services that rely on functions of the EMS meters, including, without limitation, time of use tariffs, and Pre-Pay programs.
5. Any consumer who has had a disconnect of electric service on any meter on the Holy Cross system at any location for non-payment in the previous 12 consecutive months shall not qualify for Manual Meter Reading.
6. If a consumer meets the qualifications for Budget Billing (currently set out in Section 5160 Installment Payments), and the consumer is not on Renewable Net Metering Service - Optional (or Electric Rate Tariff Adjustments - Renewable Generation Service - Optional), then the consumer may elect to sign up for Budget Billing. If Budget Billing is selected with a conventional digital meter, then the consumer shall pay a monthly meter reading fee equivalent to the assessment of cost for Manual Meter Readings for quarterly readings (example: $\$5.00 \times 4 / 12 = \1.67).

ELECTRIC RATE TARIFF ADJUSTMENTS
PREPAID METERING PROGRAM - OPTIONAL

Applicability

Applicable to all Holy Cross Energy (the "Cooperative") retail consumers with a 2S or 12S EMS meter receiving electric service under Electric Rate Tariff "Residential Services – Farm and Home" and not receiving Electric Service that is subject to the Cooperative's Renewable Net Metering Service Adjustment and Renewable Generation Service.

Policy

A Member may choose to establish a Prepaid Metering Account and prepay for electric service under the terms and conditions of the Cooperative's Prepaid Metering Program (the "Program") contained herewith. To the extent that any terms of the Program found herewith are in conflict with any other provisions of the Electric Service Tariffs, Rules and Regulations, the terms found in this Tariff shall prevail.

Participation in the Program is at the sole discretion of the Cooperative, and the Cooperative may deny a Member's request for participation or remove a Member from the Program at any time, without notice. Additionally, the Cooperative's Board of Directors may revise or cancel the Program and this Tariff, at any time, with notice as provided by law.

Conditions of Service

A. New Members

1. If an applicant for electric service in the Program is not already a connected Member receiving electric service from the Cooperative, then the applicant shall pay the Cooperative a minimum balance payment plus any connect and/or applicable fees as fixed by the Cooperative's Tariffs, Rules and Regulations prior to the creation of a Prepaid Metering account. The minimum balance payment will create a prepaid balance on the account. As energy is consumed, the credit balance is reduced until either 1) the balance is exhausted or 2) additional payment(s) are added to the credit balance. Any account without a credit balance shall have electric service terminated. Termination of electric service by the Cooperative by exhaustion of the credit balance is not considered a disconnection of electric service under the Tariffs, Rules and Regulations of the Cooperative.
2. Once an initial credit minimum balance has been established, then a Prepaid Metering participant ("Participant") can make payments on the Participant's account at any time with a minimum \$5.00 payment as long as the account maintains a credit balance. Prepaid Metering accounts are not eligible for credit extensions, payment arrangements, budget billing nor automated electronic fund transfers established under the Cooperative's Tariffs, Rules and Regulations. A Participant will not receive a monthly bill in any form or format for electric service.

B. Existing Members

1. If an existing Member wishes to convert from an existing electric account to a Prepaid Metering account under the Program, then any applicable deposit of the Member from their existing account and any accrued interest on the deposit will be converted to the Member's prepaid balance. The amount of the deposit must meet the minimum balance required. If the transfer from the existing deposit does not meet the minimum balance requirement, then the Member must pay the balance to achieve the minimum balance in order to join the Program.
2. Once the initial credit minimum balance has been established, then a Prepaid Metering Participant can make payments on the account at any time with a minimum of a \$5.00 payment as long as the account maintains a credit balance. Prepaid Metering accounts

are not eligible for credit extensions, payment arrangements, budget billing nor automated electronic fund transfers. Prepaid Metering participants will not receive a monthly bill in any form or format for electric service.

3. Any existing Member whose electric service has been disconnected for nonpayment prior to entering the Program, and any Member who has a past due balance owed on any account may enter the Program on the following terms: Such an existing Member shall utilize a debt recovery mechanism which will collect any prior balance that may exist when the Member elects Prepaid Metering. 50% of any amount paid by the Member to purchase a credit through the Program shall be first applied to the existing debt until the debt is paid in full and the remainder of the amount paid shall be applied to purchase a credit under the Program.

C. Termination of Service

1. The Cooperative will attempt to provide a Participant with a notice by text message, email or phone call to alert the Participant when the account balance is at or below a projected five days usage. It is the Participant's sole responsibility to provide the Cooperative with the Participant's current and correct contact information for such notice message. It is not the Cooperative's responsibility to verify that the notice message was delivered or received by the Participant. The Cooperative may terminate electric service even if the Cooperative does not or cannot deliver the notice message. The Cooperative will not send by U.S. Mail a written past due notice or notice of termination for non-payment to any Program account. Any Program account with a \$0.00 balance or with any amount due to the Cooperative may have electric service terminated without prior notice of any kind and collection fee may be assessed. Termination of electric service by the Cooperative by exhaustion of the credit balance is not considered a disconnection of electric service under the Tariffs, Rules and Regulations of the Cooperative.
2. Any charges incurred by the Cooperative as a result of insufficient fund checks, electronic fund transfers that are not completed or are denied, returned credit card payments, and the like associated with prepaid service shall be applied immediately to any existing credit on the account balance; and if the Program account results in a \$0.00 balance or deficit, then the Cooperative may terminate electric service without prior notice of any kind.
3. If electric service to a Prepaid Metering account is terminated, and electric service is not restored within seven days after the date of such termination by purchase of a credit balance on the prepaid account by the Participant, then the account will be considered as an inactive account. A final bill on an inactive account will be transmitted to the former Member's last known mailing address shown on the records of the Cooperative. By entering the Program the former Member agrees to immediately pay any unpaid balance owed to the Cooperative.
4. A former Member who requests restoration of electric service after a prepaid account has become inactive shall take the steps necessary to re-establish a Prepaid account as required by the Cooperative. A former Member who requests restoration of Electric Service after a prepaid account has become inactive may establish a new (not prepaid) account with the Cooperative for electric service provided to the location under the Tariffs, Rules and Regulations of the Cooperative.

D. Reconnection of Service

1. Prior to reconnection of electric service after a termination of electric service, a Participant shall pay all amounts due the Cooperative before the Cooperative will restore electric service; and
2. Prior to reconnection of electric service after a termination of electric service, a Participant shall pay the minimum balance to be credited towards future energy use before electric service is restored.

E. Member Responsibilities

A Participant in the Program agrees as follows:

1. That it is the responsibility of the Participant to monitor and administer the Participant's Prepaid account, and that in doing such the Participant should subscribe to and utilize the Cooperative's online bill payment portal.
2. That all communications regarding the Prepaid account, including notices of termination and low Prepaid account balances will be provided through the Cooperative's online portal, and that it is the responsibility of the Participant to monitor such and be aware of such communication to avoid termination of electric service.
3. Participant must have a valid e-mail account and be a user of SmartHub, the online billing and payment portal. It is the responsibility of the Participant to keep contact information accurate and up-to-date.

CHARGES FOR RENDERING SERVICE
CONNECTION AND RECONNECTION CHARGES

Applicability

Applicable to all classes of electric service.

Policy

A charge shall be made for all service calls to the consumer's premises for connects, reconnects and transfers. A charge may also be made for service calls requested by the consumer that are due to the failure of the consumer's equipment, or any other service call which is not necessary for the efficient operation of Holy Cross.

Charges

The charges for the above described services shall be as follows:

Connect/Transfer Service, premise visit required	\$ 25.00
Express Transfer Service, no premise visit required	\$ 10.00
* After Hours Connect Fee outside of regular service hours, premise visit required	\$150.00
**After Hours Connect, EMS meter with Remote Disconnect/Reconnect, no premise visit required	\$ 25.00
*** Unnecessary Premise Visit during regular service hours	\$ 75.00 per employee per hour
Changeout of EMS Meter to Conventional Digital Meter at Member's request	\$75.00 per employee per hour
**** Repeat solar inspection	\$ 75.00 per employee per hour

Regular service hours of Holy Cross are Monday through Thursday, 7:00 A.M. to 3:30 P.M., and Friday, 7:00 A.M. to 2:30 P.M. Holy Cross cannot guarantee same day service.

* Persons making a request for electric service outside of regular business hours may be required to provide a \$100.00 prepayment in addition to the After Hours Connect Fee. The \$100.00 prepayment will be credited to the person's electric service account and applied toward required deposits, charges, fees and/or cost of electric energy used.

** Does not apply to a Member who pays under Prepaid Metering Program

*** An Unnecessary Premise Visit is usually a consumer initiated request for a service call that is due to the consumer's failure to meet their obligation, a failure of the consumer's equipment and/or a call which is not necessary for the efficient operation of Holy Cross. The charges for an Unnecessary Premise Visit outside of regular service hours will be \$75.00 per employee per hour with a Minimum Charge of two hours.

**** Trip for solar inspection after a failed initial inspection due to equipment malfunction or equipment status.

CHARGES FOR RENDERING SERVICE

GENERATION INTERCONNECTION APPLICATION CHARGES

Applicability

Applicable to Holy Cross consumers who wish to interconnect and operate a small generator in parallel with the Holy Cross electrical system, subject to the provisions of the Holy Cross Generator Interconnect Policy and the established Tariffs, Rules and Regulations of Holy Cross.

Policy

A charge shall be made for evaluation of interconnection requests for parallel operation of generators at the time of initial application. Payment of the fee does not entitle the consumer to proceed with interconnection or parallel operation of a generator. Additional costs may apply to any interconnection request that fails to meet the requirements of the Level 1 or Level 2 evaluation process described in the Holy Cross Generator Interconnect Policy.

Charges

The charges for the above described services shall be as follows:

For generators with a nameplate capacity less than or equal to 12 kW:	\$ 0.00
For generators with a nameplate capacity greater than 12 kW and 100 kW or less:	\$100.00
For generators with a nameplate capacity greater than 100 kW:	\$250.00

CHARGES FOR RENDERING SERVICE

PAYMENT OF BILLS AND COLLECTION CHARGES

Applicability:

Applicable to all classes of electric service.

Holy Cross will accept payment in the form of cash at any office location (not by mail), negotiable instrument that is payable on demand or by credit card. Bills for electric service are due upon presentation and if payment is not made within 15 days, the bill is past due, 30 days after which, the bill, or unpaid portion of the bill will be considered delinquent and service may be discontinued upon 10 days written notice.

Bills unpaid 30 days from the payment due date are subject to a Late Payment Charge. A Collection Fee will be assessed for Holy Cross's efforts to personally contact the consumer by telephone or other means prior to interruption of service. A charge may be collected for any Premise Visit including collection and/or discontinuance of service visits.

Late Payment Charge, per account	\$ 5.00
Collection Fee	\$15.00
Premise Visit	\$25.00

Payments made by the consumer will be applied to tariffed charges first and then to any other non-tariffed charges and to the oldest balance due separately within each category.

CHARGES FOR RENDERING SERVICE

FOREIGN AND RETURNED CHECK CHARGES, CREDIT AND DEBIT CARD DECLINES

Applicability

Applicable to all classes of electric service.

Policy

Consumers having payments returned to Holy Cross marked "Insufficient Funds, Short Check - Do Not Redeposit, or Account Closed," or any other designation indicating inadequate funds will be charged a Non-Sufficient Fund (NSF) Processing Fee.

Each instance, per check \$ 35.00

Any fee charged to Holy Cross by its bank for processing a check drawn against a foreign bank shall be charged back to the consumer's account.

Consumers will be placed on a Cash, Cashiers Check or Credit Card Only Status if the consumer has had three returned payments (NSF check, stopped payment) in the last 12 month period. The consumer will remain on Cash, Cashiers Check or Credit Card Only Status for a period of 12 months.

Consumers having payments declined by credit card and debit cards may be charged a Decline Processing Fee on the third decline in a 12 month period and the consumer may also be prohibited from using the Auto Pay option with a credit card for a 12 month period.

Decline Processing Fee \$ 15.00

CHARGES FOR RENDERING SERVICE

MISCELLANEOUS CHARGES AND PENALTIES

Applicability

Applicable to all classes of electric service.

Policy

A charge may be made for any and all costs (including all reasonable and necessary legal fees and costs) made necessary by, and/or a penalty levied because of, a consumer's failure to comply with any of Holy Cross's Electric Service Tariffs, Rules or Regulations.

A consumer will be advised in writing of their failure to comply with any of Holy Cross's Electric Service Tariffs, Rules or Regulations and be given a specific amount of time, generally 30 days subject to negotiation, to remedy the situation. Should a consumer fail to comply within the specified time, the consumer may be charged a penalty of up to \$50.00 per day until the situation is remedied or the consumer's electric service is disconnected. Continued non-compliance may result in the consumer's electric service being disconnected after 60 days. The electric service will not be restored until the consumer is in compliance and applicable charges and/or penalties have been paid.

1. A consumer connecting multiple units must verify that each meter base and attendant main disconnect device is accurately identified as to which unit is served by that meter base as stated in Holy Cross's Consumer Service Facilities Metering and Use Guidebook. Should an identification error occur, the original connecting consumer may be charged for all costs related to investigation, verification, record charges, billing adjustments and meter charges caused by the inaccuracy.
2. The diversion of electric energy or purposeful interference or interruption of the broadcast/transmission of radio signals or other information generated by an electric meter is a violation of Holy Cross's Electric Service Tariffs, Rules and Regulations. The consumer in violation shall be charged for unbilled electric energy, the cost of investigation and confirmation of such diversion or interference of metering, the cost of disconnecting service, and the cost of any other related labor. Also see Rule 5160 Diversion of Electric Energy.

The consumer shall also be charged a penalty of \$100.00 for their first offense of diversion of electric energy or interference of metering and \$500.00 for their second offense. Subsequent offenses will result in a penalty of up to \$5,000.00 for each offense.

Charges

The charges for labor costs related to the failure to comply with any Electric Service Tariffs, Rules or Regulations, including the above described violations and for the Investigation and/or Resealing of Meters and/or Services Due to Unauthorized Activity shall be charged as actual labor costs incurred.

FACILITIES

3000 CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATIONS

The plant, equipment, and facilities of Holy Cross shall be constructed, installed, inspected, maintained, and operated in accordance with accepted engineering practice in the electric industry to assure continuity of service, uniformity in the quality of service, and the safety of persons and property.

For all electric plant construction or installation, the minimum standard of accepted engineering practice is the edition of the National Electrical Safety Code in effect at the time of commencing construction or installation of the electric plant.

Any Holy Cross plant that was constructed or installed, and that is maintained and operated, in accordance with the National Electrical Safety Code in effect at the time of its construction or installation shall be presumed to be in compliance with accepted engineering practice in the electric industry and with the provisions of this Rule 3000.

3001 STANDARD VOLTAGE AND FREQUENCY

Holy Cross will make every reasonable effort consistent with accepted engineering practices to maintain a constant frequency and constant voltage on its facilities at all times in keeping with electric utility industry standards.

Records of service voltage measurements taken by Holy Cross shall be maintained for at least three years and will be available for inspection at Holy Cross's Glenwood Springs office during regular business hours.

3002 OUTAGE RECORDS

Holy Cross shall keep a record of every electric service interruption known to Holy Cross including forced outages caused by events outside Holy Cross's control, scheduled outages or sustained outages which occur on its system. The record shall include the time, the duration, the cause and number of consumers affected by the service interruption. Records concerning interruptions of service shall be maintained for at least three years and will be available for inspection at Holy Cross's Glenwood Springs office during regular business hours.

3010 INCIDENT REPORTS

In the event an incident occurs in connection with the operation of its property, facilities or service and which results in death, serious injury or significant property damage, Holy Cross will:

- A. Notify the Colorado Public Utilities Commission within two hours of learning of the incident by telephone or e-mail to the Commission's Chief Engineer of the Fixed Utilities Section.
- B. Within 30 calendar days of the incident, Holy Cross shall submit a written report to the Director of the Commission containing the date, time, place and location of the incident; the type of incident, names of all persons involved and the nature and extent of injury and damage.
- C. Should Holy Cross conduct an internal investigation of the incident, Holy Cross shall make its report available to the Commission upon request by the Commission. The names of persons involved and the nature and extent of injury and damages will be kept and remain confidential.
- D. Holy Cross shall comply with all Occupational Safety Health Administration (OSHA) reporting requirements.

3011 MAJOR EVENT REPORTS

Should a major event occur, as defined in IEEE Standard No. 1366-2003, Guide for Electric Power Distribution Indices, Holy Cross shall:

- A. Notify the Colorado Public Utilities Commission as soon as possible, but in any event no later than the first business day following the major event. The notification will be by e-mail sent to the Chief Engineer of the Fixed Utilities Section of the Commission at PUC@dora.state.co.us.
- B. Within 15 calendar days after the end of a major event, Holy Cross shall submit a written report to the Director of the Commission.

At a minimum, the report shall include the following:

- 1. The date and time when the major event began; the date and time when Holy Cross's dispatch center began treating the situation as a major event; and the date and time when Holy Cross classified the major event as closed.
- 2. The total number of consumers out of service over the course of the major event and the general (by city or district level) area in which the major event occurred.
- 3. The total number of affected locations by facility classification.
- 4. The date and time at which any mutual aid and non-utility contractor crews were requested; the date and time when each such crew arrived for duty; the date and time when each such crew was released from duty; and the non-utility contractor response(s) to the request(s) for assistance.
- 5. A timeline profile on the number of utility line crews, mutual aid crews, and non-utility contractor line and tree crews working on restoration activities during the major event.
- 6. Identification of the cause(s) of the major event and of the factors which contributed to the major event.
- 7. A listing of each new or existing policy, procedure, and guideline which Holy Cross will implement or has implemented in order to prevent a similar major event or recurrence of the major event in the future.
- 8. An affidavit of an officer of Holy Cross, which affidavit verifies the information in the report.

3012 SUPPLEMENTAL OR ADDITIONAL MAJOR EVENT REPORTING

- A. With respect to generation and transmission disturbances, Holy Cross shall provide to Commission Staff, on a confidential basis, copies of any reports required by the Western Electricity Coordinating Council or any other appropriate organization responsible for coordinating and promoting electric system reliability.
- B. With respect to generation and transmission disturbances, Holy Cross shall provide to Commission Staff, on a confidential basis, copies of any Emergency Incident and Disturbance Reports filed with the Energy Information Administration of the United States Department of Energy on significant transmission or generation disturbances.

- C. At such time and in such form as the Commission may require, Holy Cross shall furnish to the Commission a report in which Holy Cross specifically answers all questions propounded regarding a major event or events and provides such other information relevant to the major event and the restoration of service as the Commission may request.
- D. Holy Cross shall comply with lawful requests for information regarding major events made by Federal, State or local agencies with appropriate jurisdiction.

3020 CONSTRUCTION OR EXPANSION OF DISTRIBUTION FACILITIES

Expansion of distribution facilities occurs in the ordinary course of business and shall not require a certificate of public convenience and necessity. Holy Cross shall install and maintain such distribution facilities and service connections thereto consistent with standard utility practice.

3030 LINE EXTENSION

The following distribution system Line Extension Policy is applicable in the entire service area of Holy Cross.

A. GENERAL PROVISIONS

Holy Cross will provide electric service to all qualified Applicants within its service area subject to the following provisions:

1. In order that existing consumers not be adversely affected through service or tariffs, the investment necessary to serve each Applicant must be justified on the basis of expected revenues or other monetary guarantees.
2. When one or more Applicants request electric service to premises not connected to Holy Cross's distribution system or request an increase of existing service to premises already connected and where such increase necessitates an additional investment, Holy Cross, after consideration of the Applicant's electric requirement, will designate the service requested as being Permanent, Indeterminate, or Temporary in accordance with the definitions hereinafter set forth in Rule 3030.B, Service Classifications.
3. The investment or cost of the line extension shall be the total of all necessary direct and/or indirect expenditures by Holy Cross including, but not limited to, primary and secondary distribution facilities, right of ways, metering equipment, transformers, tap fees (Rule 3030.G) and any other necessary facilities.
4. Extensions of Holy Cross's distribution system will be made only on right of ways acceptable to Holy Cross and shall be built within a reasonable period of time after application for service has been made by the Applicant and all requirements of the applicable Line Extension Policy and other Tariffs, Rules and Regulations of Holy Cross have been met.
5. Holy Cross will apply a Standard Construction Allowance of \$1,000.00 per qualifying Line Extension, not to exceed the total line extension costs.
6. Location of the extension origin and the route to be followed in the construction of an extension shall be determined by Holy Cross. Based upon various considerations, the origin point need not necessarily be the point on the existing distribution system most proximate to the Applicant's premises, nor shall the route selected necessarily be the shortest distance between the origin and the delivery point.

7. At the option of Holy Cross, the Contract for Electric Service may include an additional charge to the applicable monthly minimum when justified, for extraordinary operations and maintenance of facilities built specifically for the Applicant or by reason of the nature or location of the load being served.
8. At the option of Holy Cross, a construction advance of not less than \$2,000.00 will be required prior to preparation of any engineering estimates in situations where the use of or the permanency of service is in doubt. Such advance will be expended during the preparation of preliminary engineering studies and a cost estimate for the proposed facility extension; the advance will be applied toward the estimated project cost required by a Contract for Electric Service. In the situation where the Applicant does not contract for service within 12 months after the completion of the engineering studies and investigation, the construction advance minus costs incurred by Holy Cross in preparing the engineering studies and investigations will be refunded to the Applicant when final cost accounting has been completed.
9. Holy Cross reserves the right to approve all locations for transformers, meters, or other electrical equipment. In the situation where the location is unacceptable because of inaccessibility due to terrain, buildings or any other obstructions, or other operational considerations, Holy Cross shall refuse to make service (other than Temporary) available to the Applicant until such time that an acceptable location can be attained. It is the obligation of the Applicant, prior to electrical design, to seek and receive such location approvals from Holy Cross. The access route provided to such approved locations is not to be changed or blocked for any reason without approval by Holy Cross.

B. SERVICE CLASSIFICATIONS

For the purpose of extension of facilities, Holy Cross Energy will designate services as Permanent, Indeterminate, or Temporary.

1. "Permanent Service" means any electric service when the use of service, both as to amount and permanency, can be reasonably assured.
2. "Indeterminate Service" means any electric service where the amount and permanency of service cannot be reasonably assured.
3. "Temporary Service" means electric service to consumers whose period of usage is expected to be less than 36 months except for construction projects which may require service for a known period longer than 36 months.

C. PERMANENT SERVICE LINE EXTENSIONS

Holy Cross will extend service of this class to Applicants upon the following terms and conditions.

1. The Applicant will enter into a Line Extension Letter Agreement (Construction Agreement) and Contract for Electric Service (Contract) with Holy Cross for electric service at the applicable tariff.
2. The term of the contract shall not be less than 10 years for new construction. If a consumer served under contract ceases to use service, any subsequent Applicant for service at the same premises will be required to assume the obligation of said contract.
3. The Applicant will guarantee Holy Cross a minimum payment of the higher of the following charges:

- a) The minimum specified in the applicable tariff
 - b) 2.5% per month of the investment or cost of the line extension
4. The expected annual revenue shall be estimated by Holy Cross at the time the application for extension is made and will be based on the Applicant's description of proposed usage and Holy Cross's experience with other consumers of a similar consumer class.
 5. In the event that the annual expected revenue exceeds the guaranteed minimum bill as provided in Rule 3030.C.3, the extension shall be built at no cost to the Applicant.
 6. In the event that the annual expected revenue is less than the guaranteed minimum bill as provided in Rule 3030.C.3, the Applicant shall make a contribution equal to the difference between the actual investment cost and the amount of the justified investment (justified investment shall be defined as the annual expected revenue divided by 30%).
 7. Should a contribution be required of an Applicant, the Applicant may at the Applicant's option, be classified as Indeterminate and finance the extension as described in Rule 3030.D, Indeterminate Service Line Extensions.
 8. When more than one Applicant is to be served from a proposed extension, Holy Cross will pro-rate the cost of those sections of the extension used in common to each affected Applicant.
 9. In the case where the Applicant is not the owner of the premises to be served, the owner shall be required to sign said agreement and contract as either principal or as surety for the Applicant.
 10. Since Holy Cross's tariffs and charges are based on investment or cost in overhead facilities, if underground facilities are installed either at the consumer's request or because of other requirements, the following conditions apply: a) a contribution in aid of construction not subject to refund will be required by Holy Cross. The amount of the contribution in aid of construction will be the actual costs of conduit(s), vault(s) and all other non-electrical material needed to construct the underground facilities, including processing and delivery fees; and b) the Applicant shall enter into a Trench, Conduit and Vault Agreement with Holy Cross.

D. INDETERMINATE SERVICE LINE EXTENSION

Holy Cross will extend service of this class to Applicants upon the following terms and conditions.

1. The Applicant will enter into a 10 year Line Extension Letter Agreement (Construction Agreement) with Holy Cross for electric service at the applicable tariff.
2. The Applicant will make a non-interest bearing construction deposit prior to the start of construction equal to the estimated cost of the proposed facilities. Such cost and construction deposit will be adjusted to reflect the actual cost of the line extension. Request for an additional deposit or refund of an excess deposit will be made within a reasonable time after the completion of the line extension construction.
3. Since the Applicant will have borne the entire capital investment cost (adjusted construction deposit), Holy Cross will be relieved of certain costs and therefore a

certain portion of any revenues derived from such extension shall be available for refund to the Applicant. The Applicant will be eligible for refunds of portions of revenues derived from the extension at the end of each calendar year of the 10 year agreement period. The amount available for refund each year will not exceed one-tenth (1/10) of the original adjusted construction deposit, excluding any contribution in aid of construction.

4. The amount refunded will be calculated on the basis of 20% of the annual revenue derived from the extension. Such refunds shall be made within six months after the end of the calendar year.
5. At the end of the 10 year agreement period, any remaining construction deposit will revert to Holy Cross as a contribution in aid of construction.
6. Holy Cross may declare an Indeterminate classification to have become Permanent. It will then return to the Applicant all of the adjusted construction deposit remaining eligible for refund and terminate any further annual refunds.
7. In the case where underground facilities are installed either at the consumer's request or because of other requirements, a contribution in aid of construction not subject to refund and a Trench, Conduit and Vault Agreement will be required by Holy Cross as defined in Rule 3030.C.10.
8. In the event a service extension is requested for real estate subdivisions and developments, the following terms and conditions will apply in addition to those heretofore established:
 - a) Holy Cross will install, own, maintain and operate the electric distribution system to and on the real estate subdivision and development. The layout, general design, and capacity of the system shall be determined by Holy Cross.
 - b) Holy Cross will provide service to Applicants within individual lots by separate service agreement between Holy Cross and the Owner of each lot in accordance with established Line Extension Policy and Tariffs, Rules and Regulations of Holy Cross for such service.
 - c) The Developer will provide all excavation, conduit and vault installations, backfill, compaction and cleanup necessary for the construction of underground electric facilities as required by Holy Cross.
 - d) The Developer will provide to Holy Cross a County or Town approved and filed plat of the development showing the location of lots, streets, alleys and existing and planned utilities in formats acceptable to Holy Cross.
 - e) The Developer will provide permanent right of ways and easements acceptable to Holy Cross for the construction, operation and maintenance of the system.
 - f) Prior to the start of construction, the Developer will establish the permanent rough grade and provide an on-site location of any property corners and boundary lines as required by Holy Cross.

E. RELOCATION OF FACILITIES

To more clearly meet the needs of its consumers, Holy Cross will consider, in critically sensitive areas and at its discretion, the relocation of primary distribution facilities under the following conditions:

1. Holy Cross will determine the size of the area to be considered for relocation. This decision will be based upon many factors, including the nature of existing facilities in the area, power line construction plans for the area, and how the project will affect the existing power system of the surrounding area.
2. Holy Cross receives assurances, in an acceptable form and manner, that all consumers affected by the primary relocation will, at the consumer's cost, convert or alter an existing secondary service to receive service from Holy Cross's designated transformer during the same construction season that the relocation project is completed.
3. Holy Cross receives, at no cost, adequate and sufficient easements or right of ways made necessary because of the relocation in a form and manner as prescribed by Holy Cross.
4. Holy Cross receives commitments from other utilities who utilize common facilities proposed to be relocated to vacate joint use of facilities during the same construction season that the relocation project is completed.
5. The cost of the relocation will be borne by the consumers affected by the primary relocation as contribution. Collectively, the affected consumers will provide all excavation, backfill, compaction and cleanup for the power line relocation, and will provide and install conduits and vaults necessary for the construction of the underground facilities as required by Holy Cross.
6. Holy Cross reserves the right to establish priorities of relocation projects requested, suspend or make exceptions from this policy without notice by special resolution of the Board of Directors of Holy Cross.

F. TEMPORARY SERVICE LINE EXTENSION

Holy Cross will extend service of this class to Applicants upon the following terms and conditions provided that if in the opinion of Holy Cross the furnishing of such service will not work an undue hardship upon it or its existing consumers.

1. The Applicant will enter into a Line Extension Letter Agreement (Construction Agreement) with Holy Cross for electric service at the applicable tariff.
2. The Applicant will be required, prior to the start of construction, to make a non-refundable contribution equal to the estimated cost of the proposed facilities plus the estimated cost of removal of said facilities less the salvage value of reusable materials. Such cost and construction deposit will be adjusted to reflect the actual cost of the line extension.

G. TAP FEES

1. The following definitions are for use within Rule 3030.G (Tap Fees).
 - a) "Line" means a power line owned by Holy Cross in which consumer(s) and/or developer(s) have a financial interest.
 - b) "New Line" means a power line being constructed with a point of beginning at an existing power line in which consumer(s) and/or developer(s) have a financial interest.
 - c) "Existing Consumer(s)" means a party or parties that have previously contracted with Holy Cross to extend a power line to provide electric service.

- d) “New Consumer(s)” means a party or parties requesting electric service.
- e) “Existing Developer(s)” means a party or parties that have previously contracted with Holy Cross to extend a power line to provide electric service to property it owned that has been divided into two or more parcels.
- f) “New Developer(s)” means a party or parties requesting that electric service be provided to property which it owns that has been divided into two or more parcels.
- g) “Agreement Period” means 10 years beginning on the date when construction is completed on a power line in which a consumer(s) or developer(s) has a financial interest.
- h) “Net Cost” means the actual cost per foot of a constructed power line. For an underground power line, this cost excludes the cost of trenching, and conduit and vault installation labor.
- i) “Cost Basis” means the average cost per foot, excluding trenching, conduit and vault installation labor, and transformers, to provide underground single-phase electric service to a subdivision with 10 or fewer parcels. The amount to be used is the average cost per foot of all applicable power lines constructed in the year previous to construction of a power line for which refunds can be made. The average cost so calculated will be used for determination of all refunds of power line construction costs made pursuant to Rule 3030.G.

2. Existing Consumer(s) and/or Existing Developer(s) may be entitled to reimbursement of a portion of the cost of its Line should New Consumer(s) and/or New Developer(s) receive power from its Line within the Agreement Period.

Refunds will be made in the following circumstances:

- a) To Existing Consumer(s) owning a single piece of property outside a subdivision when a New Line is constructed from its Line to serve a New Consumer and/or New Developer whose property is located outside the property owned by the Existing Consumer(s) when it contracted for the Line. The Net Cost of the Line without reduction for Cost Basis will be used to calculate the refund.
- b) To Existing Consumer(s) owning a single parcel inside a subdivision when Existing Consumer(s) have contracted for a power Line to extend service to a point of use where electric service was not provided by the Existing Developer. A New Line constructed from the Existing Consumer(s) Line must serve a New Consumer and/or New Developer whose property is located outside the property owned by the Existing Consumer(s) when it contracted for the Line. The Net Cost of the Line without reduction for Cost Basis will be used to calculate the refund.
- c) To Existing Developer(s) of a subdivision of 10 or fewer parcels when a New Line is constructed from its underground Line to serve a New Consumer and/or New Developer whose property is located outside the property owned by the Existing Developer(s) when it contracted for the Line. To qualify for a refund, the Existing Developer(s) must have provided an underground Line to serve all parcels within its subdivision. The Net Cost of the Line less the Cost Basis will be used to calculate the refund.

3. A refund will not be made in the following circumstances:
 - a) To Existing Developer(s) of a subdivision when a New Line is extended from its Line to provide service to a parcel within its subdivision.
 - b) To Existing Developer(s) of a subdivision containing more than 10 parcels when a New Line is extended from its Line constructed to serve its subdivision.
 - c) To Existing Developer(s) of a subdivision of any number of parcels when a New Line is extended from its overhead Line constructed to serve its subdivision.

4. Any refund to Existing Consumer(s) or Existing Developer(s) made pursuant to Rule 3030.G.2 will be calculated as follows:
 - a) The average cost of constructing the Line per foot will be determined after the Cost Basis, if required, is deducted from the Net Cost. This resulting average cost will be used to determine the cost of Line to the point where New Consumer(s) and/or New Developer(s) begin to use the Line for their service. This cost will be multiplied by 0.1, which will in turn be multiplied by the number of whole years remaining in the Agreement Period to determine the cost available for refund.
 - b) The sum of the number of Existing Consumers, both inside and outside subdivisions, and undeveloped separate parcels created by Existing Developers currently served by the New Line will be determined. Only the number of undeveloped parcels and Existing Consumers within subdivisions with 10 or fewer parcels will be used in this determination.
 - c) The sum of the number of New Consumers and/or separate parcels created by New Developers to be served from the Line will be determined. The 10 or fewer parcel distinction does not apply for this determination.
 - d) The amount to be refunded is the cost determined in Rule 3030.G.4.a multiplied by the number determined in Rule 3030.G.4.c divided by the sum of the numbers determined in Rule 3030.G.4.b and Rule 3030.G.4.c.
 - e) The amount to be refunded will be collected from the New Consumer(s) and/or New Developer(s) as provided for in Rule 3030.A.4. The entire refund will be returned to Existing Consumers and Existing Developers based upon their percentage interest in the Line.

GOVERNMENT ACTIONS

3040 LOCAL GOVERNMENT MANDATED FACILITY CHANGES

A. PURPOSE

The purpose of this Rule 3040 is to provide an alternative, which may be used solely at the discretion of Holy Cross, in the event a Local Unit of Government (LUG) shall require Holy Cross to construct its electrical facilities within said LUG's jurisdiction in a manner, or using a design or configuration, or at a location, or over a designated route, that is at variance with, and more expensive than, the manner, design, configuration, location or route by which Holy Cross would ordinarily construct such electric facilities in order to meet its legal obligation to serve its consumers in a safe, reliable, and economical manner. If it were not for this Rule 3040, Holy Cross would have no alternative but to charge, in advance, the LUG with the extra cost of constructing or locating the facility as mandated.

B. LEGAL STANDARDS FOR FACILITY CONSTRUCTION AND LOCATION

Whenever Holy Cross, in order to meet its legal obligation to serve its consumers within its service territory, shall be required to locate and construct a distribution or transmission facility, such obligation is fulfilled by construction of overhead facilities. Such facilities shall be constructed using a design and configuration that is discretionary with Holy Cross, over a route that is reasonable and economical, considering the origin of the connection to the existing power source and the ultimate use of the facility to meet the needs of Holy Cross's consumers. If Holy Cross is required to construct substation facilities, it is deemed to have met its legal obligation by the construction of an outdoor air insulated, visible, electrical equipment area which usually includes, but is not limited to, high side buswork, a substation transformer, and low side buswork, together with a control building, all of which is usually located within a secure, fenced enclosure. Whenever a LUG demands, orders, or otherwise requires, Holy Cross to construct electric facilities, which deviate from those described in this Rule 3040.B, this Rule 3040 may, at the discretion of Holy Cross, be used to provide an alternative method of financing for the LUG.

C. DEFINITION OF TERMS

The definition of terms used in this Rule 3040 shall be consistent with their general usage in the electric industry unless specifically defined by Colorado statute or this Rule 3040. Unless the context clearly indicates otherwise, the following definitions shall apply:

1. "Local Unit of Government" (also known as LUG) means any city, town, county, or other municipal or quasi-municipal corporation, special district, taxing district, or statutory district. The term specifically includes, without limitation, any local improvement district created pursuant to Article 8 of Title 29, Colorado Revised Statutes.
2. "Mandate or Mandated" means any enactment by a LUG, including, but not limited to, an ordinance, resolution, initiative petition, or referendum, ordering, directing, or requiring Holy Cross, either specifically or generally as a part of a class, to construct, configure, locate or route electrical facilities in a manner other than what would ordinarily be required of Holy Cross to fulfill its legal obligation with regard thereto. The term may also include an ordinance, resolution, initiative petition, referendum, or any other enactment, which is the result of negotiations between a LUG and Holy Cross by which Holy Cross agrees to vary, or deviate from, its legal obligation to construct or locate electrical facilities in order to bring about a compromise with regard to the construction or

location of such electrical facility or facilities, which variance or deviation is initially requested by the LUG.

3. "Surcharge" means an additional monthly amount or charge to be added to the electrical billing sent by Holy Cross to an individual consumer of Holy Cross as a special assessment to cover the additional mandated construction costs of facilities as described in this Rule 3040.
4. "Surcharge Annual Adjustment" means the difference, positive or negative, between the annual surcharge actually collected by Holy Cross and the annual projected surcharge.
5. "Project Cost" means the total, direct and/or indirect, cost of any project which Holy Cross shall elect to construct under the provisions of this Rule 3040, including, but without limiting such thereto, the cost of acquiring necessary property rights, permitting and licensing, engineering, site preparation, construction, and retirement of existing facilities, as defined by Holy Cross's practices and related industry standards.
6. "Escalated Cost" means the Project Cost less Holy Cross's estimated cost for the proposed project, if the project was constructed in a manner that would meet Holy Cross's legal obligation for construction and location of the project. The escalated cost associated with underground projects shall consider the estimated cost of an equivalent overhead facility that could be constructed along the same or similar right of way.
7. "Fixed Cost Factor" means the annual costs associated with maintaining, operating and protecting Holy Cross's electric facilities, expressed as a percentage, which include the following:
 - a) Operations and Maintenance
 - b) Administrative and General
 - c) Depreciation
 - d) Interest
 - e) Insurance
 - f) Property Taxes
 - g) Margins

The fixed cost factor will be reviewed annually and Holy Cross, at its sole discretion, may make alterations to the factor.

8. "Cost Recovery Factor" means a percentage, to be annually determined by Holy Cross, used to recover extraordinary costs related to a mandated project under this Rule 3040, which will allow Holy Cross to recover the stranded costs of a mandated project, including, but not limited to, removal of existing facilities, and exceptional operating and maintenance expenses resulting from the mandated project. The percentage shall be determined by totaling the extraordinary costs, annually determined, and dividing such by the escalated cost. The cost recovery factor will be reviewed annually and Holy Cross, at its sole discretion, may make alterations to the factor.

D. DISCRETIONARY APPLICATION OF THIS RULE 3040

Holy Cross, at its discretion, reserves the right to require payment for government mandated facility changes, enhancements, or relocations as permitted by law or any Tariff, Rule, or Regulation of Holy Cross, regardless of anything stated in this Rule 3040. In addition, Holy Cross shall only proceed using this Rule 3040 for mandated facility changes if:

1. The project cost with respect to a mandated project exceeds 110% of the original proposed project cost; and
2. If Holy Cross determines, at its sole discretion, that to proceed under this Rule 3040 would not have a negative financial impact on Holy Cross.

E. SURCHARGE PROCEDURE

If Holy Cross determines that a mandated project should be surcharged, the consumers to be surcharged, and the calculation thereof, shall be determined as follows:

1. The total annual surcharge shall be equal to the escalated cost multiplied by the sum of the fixed cost factor and the cost recovery factor adjusted by the previous years surcharge annual adjustment. No surcharge annual adjustment will be made in the first year.
2. When a contribution to the escalated cost is paid in whole or in part by a LUG, or a third party, such payment shall only be credited against the interest component of the fixed cost factor. The remaining components of the fixed cost factor and the cost recovery factor shall apply to the surcharge.
3. The grouping of consumers to be surcharged shall include each consumer receiving electric service within the boundaries of the LUG mandating the project that results in the imposition of the surcharge. Provided, however, Holy Cross, at its sole discretion, may alter the surcharge area within the LUG boundary, if any or all of the following conditions exist:
 - a) The project covers multiple governmental boundaries;
 - b) Unfavorable financial, or other impacts to Holy Cross or its consumers results from imposition of the Surcharge on a smaller or larger grouping of consumers;
 - c) Certain consumers, who do not receive service from the project facilities, nevertheless receive a visual, property enhancement, or other benefit from the mandated change;
 - d) Holy Cross determines that it would be more appropriate to surcharge a larger or smaller grouping of consumers.
 - e) If the LUG identifies an alternative boundary.
4. The surcharge shall be calculated in the same manner for all consumer categories, and classes of service within each defined boundary. Holy Cross shall determine if the tariff surcharge, within a boundary, will be a flat charge per consumer, or an energy use rider, or a revenue-based rider, or a combination thereof.
5. The amount of the monthly surcharge to be imposed on each consumer shall be determined by dividing the total annual Surcharge amount by one of the following:

- a) The number of consumers divided by 12, as of December 31 of the previous year, within a particular surcharge boundary area; or
- b) The amount of the prior year's annual kilowatt hours within a particular surcharge boundary area; or
- c) The amount of the prior year's annual revenue received by Holy Cross within a particular surcharge boundary area; or
- d) Any combination of a), b) or c) above.

F. BILLING OF SURCHARGES

Surcharges may be billed beginning 30 days after completion of construction. For long-term projects involving multiple phases, billing will begin 30 days after completion of each phase, as designated by Holy Cross. Surcharge billing will continue for the useful life, as reasonably determined by Holy Cross, of the facilities to which each surcharge applies.

G. CUMULATIVE SURCHARGES

Surcharges shall be cumulative. Each additional project to which this Rule 3040 applies will result in an additional surcharge to consumers who are determined by Holy Cross to be a consumer to be surcharged from the additional project.

H. REDUCING OR ELIMINATING SURCHARGES

Holy Cross reserves the right to reduce or eliminate the Surcharge provided for in this Rule 3040.

3041 APPEALS OF LOCAL GOVERNMENT LAND USE DECISIONS

In the event Holy Cross seeks to appeal a local government action, it shall follow the Colorado Public Utilities Commission's (PUC) 4 Code of Colorado Regulations (CCR) 723-3, Part 3 Rules Regulating Electric Utilities, Rules 3700-3707 as amended. A pdf file of the Colorado PUC's 4 Code of Colorado Regulations (CCR) 723-3 can be found on the PUC's website at www.dora.state.co.us/puc/electric/electricrules.htm.

METERING

4000 SERVICE METERS AND RELATED EQUIPMENT

All meters used in connection with electric metered service for billing purposes shall be furnished, installed and maintained by Holy Cross. Any equipment, devices, or facilities (including, without limitation, service meters) furnished by Holy Cross and which Holy Cross maintains and renews shall remain the property of Holy Cross and may be removed by it at any time after discontinuance of service.

Each electric service meter shall indicate clearly the kWh and units of demand where applicable for which the consumer is charged. In cases in which, viewing the meter register is insufficient to inform the consumer of their usage, Holy Cross shall meet with the consumer upon request.

4001 LOCATION OF SERVICE METERS

At the time of installation, meters shall be located in accordance with Holy Cross's Consumer Service Facilities Metering and Use Guidebook, as amended from time to time, and these Electric Service Tariffs, Rules and Regulations. Meters shall be located so as to be easily accessible for reading, testing and servicing. Meters shall be located and installed in accordance with accepted safe practice and electric utility industry standards.

Certain electric system meters generate metering information that is transmitted to Holy Cross by radio signals. The consumer shall not interfere in any way with or interrupt any transmission of information from any meter of Holy Cross. No object shall be placed over, around or near any meter so as to interfere with, interrupt or distort the metering information collected by any meter.

Each Holy Cross consumer shall provide and maintain a satisfactory location for the placement of a meter and unencumbered access to the meter without expense to Holy Cross. The consumer will not interfere with or alter or permit interference with or alteration of Holy Cross's electric service meter or other property.

Holy Cross's Consumer Service Facilities Metering and Use Guidebook can be found at Holy Cross's website, www.holycross.com under the Consumer Services menu item.

4002 SERVICE METER ACCURACY

Holy Cross will not knowingly place into service or allow to remain in service any watt-hour meter that has an incorrect register constant, test constant, gear ratio or dial train, or that incorrectly registers. No meter shall be installed which has an error of more than 2% slow or fast at light or heavy load. Whenever on installation, periodic or any other test, a meter is found to exceed these limits; it will be correctly adjusted or replaced.

When delivery of service is on the primary side of the consumer's transformers, Holy Cross may install its meter on the secondary side of the transformers and in such case transformer and other losses occurring between the point of delivery and the meters will be computed and added to the meter readings to determine the monthly demand and energy consumption.

4003 FAILURE TO REGISTER

Should Holy Cross's meter fail at any time to register accurately for any reason including equipment failure, outside interference or damage, Holy Cross may estimate and bill for the consumer's demand and energy usage during the time of such failure on the basis of best available data for a period not to exceed six months.

4004 METER TESTING AND RELATED BILLING ADJUSTMENTS

Holy Cross will test and inspect its meters from time to time.

Holy Cross will test the accuracy of any electric service meter upon request of a consumer. Should the meter test show the average registration of a meter to be in error by more than 2% fast or slow, Holy Cross will bear the cost of the test. If the amount of the error is less than 2%, then the consumer will bear the cost of the test unless the meter has not been tested within the 12 month period immediately preceding the request.

When, upon any meter accuracy test, a meter is found to have an average registration error of more than 2%, Holy Cross will refund one-half (1/2) of any overbilling dating from the discovery of the meter error back to the previous meter test, with such period not to exceed two years. The consumer will be charged for one-half (1/2) of any under billing dating from the discovery of the meter error back to the previous meter test, with such period not to exceed six months.

When a meter fails to register, registers intermittently or partially registers for any period, Holy Cross may estimate and bill for the consumer's demand and energy usage during the time of such failure on the basis of best available data. The period for which the consumer is charged the estimated amount shall not exceed six months.

4005 RECORDS OF METERS AND TESTS

Holy Cross shall maintain records of each electric service meter owned or installed showing date of purchase, manufacturer's serial number, Holy Cross's assigned number, present location and date and results of any meter test. This information shall be retained for the life of the meter plus 30 months.

4006 MANUAL METER READING

Holy Cross shall manually read its non EMS electric meters periodically, usually monthly, subject to scheduling, adverse conditions or unforeseen circumstances.

EMS meters will be manually read on a periodic basis, usually on a three year rotation, or as otherwise determined by Holy Cross.

Upon consumer request, Holy Cross shall provide documentation showing the date of the most recent reading of the consumer's meter and the total usage expressed in kilowatt hours or other unit of service recorded. On request, Holy Cross shall explain to its consumers its method of reading meters.

4100 MASTER METERS

Consumers who desire to purchase electric service from Holy Cross for the purpose of delivery of that service to end-users whose aggregate usage is to be measured by a master meter or other composite measurement device will be called Master Meter Operators and are subject to the following:

A. MASTER METER OPERATORS

All Master Meter Operators are required to notify Holy Cross by duly authorized letter of their desire to be designated a Master Meter Operator, identify electric service location(s) to be master metered, complete all required billing and service documentation and reimburse Holy Cross any expenses incurred making any necessary meter and/or metering changes.

1. All Master Meter Operators are subject to the jurisdiction of the Colorado Public Utilities Commission, 4 Code of Colorado Regulations (CCR) 723-3, Part 3 Rules Regulating Electric Utilities.

SERVICE AND BILLING

5000 ELECTRIC SERVICE INFORMATION AND PROCEDURES

Saved for future use.

5010 ELECTRIC SERVICE AND MEMBERSHIP

A request for electric service may be made at any Holy Cross office. The use of electric service constitutes an Electric Service Agreement under which the user receives electric service and agrees to pay Holy Cross therefore in accordance with all applicable tariffs and to comply with and be bound by Holy Cross's Articles of Incorporation, Bylaws and Electric Service Tariffs, Rules and Regulations. In case of a conflict between any of the provisions of the Electric Service Agreement, Tariff(s), Rules and Regulations, the provisions of the tariff(s) will take precedence followed by the provisions of the Rules and Regulations.

A. ELECTRIC SERVICE AGREEMENT

Holy Cross shall establish an electric service account for each person making an oral or written request for electric service. The use of electric service constitutes an Electric Service Agreement under which the user receives electric service and agrees to pay Holy Cross therefore in accordance with all applicable tariffs and to comply and be bound by Holy Cross's Articles of Incorporation; Bylaws and Electric Service Tariffs, Rules and Regulations.

Each person requesting electric service shall provide to Holy Cross, their full and current name, physical address, mailing address, contact information (including telephone number) and any other necessary information required to complete the Electric Service Agreement. Each person is required to advise Holy Cross of any change in order to keep such information current and accurate.

B. MEMBERSHIP

Any person will become a member of Holy Cross upon receiving electric service from Holy Cross. No fees shall be charged or collected to become a member of Holy Cross. Benefits of Membership include the right to vote at meetings of members, eligibility to become a Director, receiving member equity (capital credits) allocations and/or distributions and sharing in the property of Holy Cross should it be dissolved and in other ways expressly provided in Holy Cross's Bylaws.

1. Should a person choose to withdraw from membership in Holy Cross, they must contact a Holy Cross office to withdraw their membership in writing. Non-members remain subject to their Electric Service Agreement. Non-members are restricted from voting at meetings of members, from becoming a Director, from receiving allocations and/or distributions of member equity (capital credits), from sharing in the property of Holy Cross should it be dissolved and shall be restricted in other ways expressly provided in Holy Cross's Bylaws.

C. REMEDIES OF HOLY CROSS

For any default or breach by the consumer of an Electric Service Agreement, including failure to pay bills promptly, Holy Cross in addition to all other legal remedies, may terminate the Agreement or suspend the supply of service. No such termination or suspension will be made without 10 days written notice to the consumer, stating what specific violation has occurred, except no written notice will be provided in cases of theft or unauthorized use or disposition of service by the consumer, or in case of a dangerous condition on the consumer's side of the point of delivery, or in case of utilization by the consumer of service in such manner as to cause danger to persons or property or to jeopardize service to the consumer or others. Failure of Holy Cross at any

time after any such default or breach either to suspend supply of service, to terminate the Agreement or to resort to any other legal remedy, shall not affect Holy Cross's right thereafter to resort to or to exercise any one or more such remedies for the same or any future default or breach by the consumer.

5020 SUPPLYING AND TAKING OF SERVICE

A. SUPPLYING OF SERVICE

Electric service will be supplied under and pursuant to these Electric Service Tariffs, Rules and Regulations and Holy Cross Articles of Incorporation and Bylaws.

B. CONTINUITY OF SERVICE

Holy Cross shall use reasonable diligence to provide steady and continuous service, but does not guarantee its service against irregularities and interruptions. Holy Cross having used reasonable diligence shall not be liable to the consumer for any damage occasioned by electric service irregularities or interruptions.

C. SHORTAGE OF ELECTRIC SUPPLY

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

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

D. FORCE MAJEURE

Neither Holy Cross nor any Holy Cross consumer shall be liable to the other for any act, omission, delay or failure caused by circumstances beyond the reasonable control of the party experiencing such act, omission, delay or failure, including, but not limited to (1) acts of God, unusually severe weather conditions (including, but not limited to, floods, freezes, blizzards, hurricanes, tornadoes, earthquakes, mud slides, lightning and the like), war or riot or insurrection, requirements or actions or failures to act by governmental authorities preventing or delaying performance, accidents, litigation, fire, acts of terrorism, or of the public enemy, sabotage, civil disturbance or unrest, strikes and labor disputes, and (2) damage or breakdown of necessary facilities or equipment (such causes being referred to as Force Majeure).

Performance of the Electric Service Agreement is subject to all laws; Tariffs, Rules and Regulations; including those involving priorities, allocations or restriction of materials and furnishing of electric service now or hereafter promulgated by lawful authority.

E. SUSPENSION OF SERVICE FOR REPAIRS AND CHANGES

For the purposes of making repairs to or changes in Holy Cross plant, distribution system or other property, Holy Cross may without incurring any liability therefore, suspend service for such period as may be required. Notice to the consumer prior to such suspension of service may be given whenever possible.

F. CONSUMER'S USE OF SERVICE

Each consumer receiving electric service shall, net of self-generation on the premises, purchase from Holy Cross all electric energy required for use on the premises specified in their Electric Service Agreement, and shall pay therefore at tariffs which shall from time to time be fixed by Holy Cross. Holy Cross may limit the amount of electric energy available to any consumer. Each consumer shall also pay Holy Cross such minimum

amounts as established from time to time regardless of the amount of electric energy consumed.

The consumer shall not extend their electric facilities outside of their premises for service to other consumers or premises, except in cases of emergency not related to authorized discontinuance of service.

G. SERVICE TO MULTIPLE RESIDENCES

Service may be supplied through one meter under Residential or General Service Tariffs, to duplex houses, multi-family dwellings, apartment houses, condominium complexes, or to more than one residence on an integral parcel of land and under one ownership.

Such service must be established by, delivered to and paid for by one consumer who assumes all responsibility for said service. Holy Cross does not assume responsibility and will not be held responsible for the electric service or lack thereof to individual occupants of such multi-unit dwellings.

H. SERVICE TO MULTIPLE GENERAL SERVICE USES

Service may be supplied through one meter under General Service Tariffs to multiple general service users within a single building under one ownership.

Such service must be established by, delivered to and paid for by one consumer who assumes all responsibility for said service. Holy Cross does not assume responsibility and will not be held responsible for the electric service or lack thereof to individual users of such multiple general service installations.

I. COMBINED RESIDENTIAL AND COMMERCIAL USE

Where premises, occupied as a residence, are devoted in part to a business, professional office, studio or other gainful enterprise and the use of electric service for the enterprise is incidental to the residential service, the entire electrical load may be served under the applicable Residential Tariff. However, if more than 50% of the kilowatt demand or kilowatt hour energy use is attributable to such enterprise, the entire load will be served using the applicable General Services Tariff.

J. CONSUMER'S RESPONSIBILITY

The consumer assumes all responsibility on consumer's side of the point of delivery for service supplied or taken, as well as for the electrical installation and appliances used in connection therewith, and will indemnify, save harmless and defend Holy Cross against all claims, demands, cost or expense, for loss, damage or injury to persons or property, in any manner directly or indirectly connected with, or growing out of, the transmission or use of electric service by the consumer, at or on the consumer's side of the point of delivery.

K. ACCESS TO PREMISES

The duly authorized agents of Holy Cross shall have unrestricted access at all times to the premises of the consumer for the purpose of inspecting Holy Cross's wiring and equipment; maintaining, removing or replacing Holy Cross property; reading of Holy Cross meters and all other purposes incident to the supplying of service.

L. IDLE SERVICES

In order for Holy Cross owned electric facilities to remain on any premises serving any class of electric service, the owner of such premises, or any other interested party must pay the applicable Minimum Charge.

If the applicable Minimum Charges are not paid and electric service is terminated, Holy Cross may at its option retire or remove the electric service facilities. If at a later date the owner wishes the facilities reinstalled, such reinstallation shall be made pursuant to the terms and conditions of the Line Extension Policy, as revised from time to time.

When electric service facilities become idle to any premises for a period greater than six months, the owner may be advised in writing at the owner's last known address, that if the owner wishes to have the electric facilities remain available, it will be necessary that the applicable Minimum Charge be paid.

5030 CONSUMER'S INSTALLATION

A. CONSUMER'S INSTALLATION AND EQUIPMENT

All wires and equipment, except Holy Cross's meters and accessories, on the consumer's side of the point of delivery must be installed and maintained at the expense of the consumer. All wires, apparatus and equipment shall be selected with a view to obtaining safety, good efficiency, good voltage regulation, and the highest practical power factor, and shall comply with Holy Cross's Consumer Service Facilities Metering and Use Guidebook, Holy Cross's Generator Interconnect Policy and the National Electric Code of the National Board of Fire Underwriters and the regulations of any governmental authority having jurisdiction. No consumer shall employ or use any equipment, appliance or device that will adversely affect Holy Cross's service to the consumer or to other consumers. Maximum loads to be supplied on single-phase circuits shall be in accordance with the Service Standards of Holy Cross. Appropriate starting control devices for motors shall be installed. All consumers shall arrange their loads so that there will be, at the point of delivery, a reasonable electric load balance between the phases of a polyphase circuit and between the two sides of a single-phase three wire circuit.

B. HIGHLY FLUCTUATING LOADS

If the consumer uses welding machines, X-ray apparatus, elevators or other equipment with highly fluctuating load characteristics, or any other equipment which has an abnormal effect on voltage, and whose operation requires Holy Cross to install, at the owner's expense, transformer capacity or other equipment in order to protect the quality of service to other consumers or to provide for short period use of electric service by such equipment, Holy Cross may either provide a separate service connection and supply service thereto under the applicable tariff or for billing purposes add the rated capacity of such equipment to the consumer's Demand as otherwise determined.

C. CHANGES IN INSTALLATION

As Holy Cross's wires, transformers, meters, and other facilities used in supplying service to the consumer have a definite limited capacity, the consumer shall notify Holy Cross and obtain Holy Cross's consent before making any material change or increases in the consumer's installation. Holy Cross, as promptly as possible, will give its approval to the proposed change or increase, or will advise the consumer upon what conditions service can be supplied for such change or increase.

If a consumer fails to notify Holy Cross of any material change and/or increase in the consumer's installation, the consumer will be responsible for any damages to Holy Cross property.

D. INSPECTION BY HOLY CROSS

Holy Cross shall have the right, but does not assume the duty, to inspect the consumer's installation at any reasonable time and to refuse to commence or to

continue service whenever it does not consider such installation to be in good operating condition, but no inspection by Holy Cross, nor the failure by it to object to the consumer's installation shall render Holy Cross in any way liable for any injury or damage resulting from any defective installation of the consumer.

5040 HOLY CROSS'S INSTALLATION

A. HOLY CROSS'S INSTALLATION

Except as otherwise provided in these Electric Service Tariffs, Rules and Regulations, or in the Electric Service Agreement, Holy Cross shall install and maintain its lines and equipment on its side of the point of delivery but shall not be required to install or maintain any lines or equipment except meters and accessories beyond that point. Holy Cross, subject to the provisions of its Line Extension Policy including related procedures and specifications, will extend its electric supply wires, supply one set of service attachment fittings and make connection to the consumer's service terminals. Only agents of Holy Cross are authorized to connect the Holy Cross supply wires to the consumer's service terminals.

B. HOLY CROSS PROPERTY

All lines, apparatus, instruments, meters, and materials supplied by Holy Cross shall remain its property, and shall be returned to it by the consumer in the same condition as when received by the consumer, except for ordinary wear and depreciation. Holy Cross may at any time examine, change or repair its property on the premises of the consumer and may remove all such property at, or at any time after, the termination of service. All damages or injury to lines, apparatus or materials of Holy Cross on the consumer's premises caused by any act or neglect of the consumer or those acting on behalf of the consumer shall be charged to the consumer.

C. SERVICE FROM EXISTING LINES

Service will be rendered to the consumer from the most appropriate Holy Cross line of sufficient capacity to furnish adequate service, at the voltage there existing. The most appropriate line, based on various considerations including Holy Cross's Line Extension policies, may not necessarily be the nearest point on the existing distribution system.

D. RIGHT OF WAY

The consumer, without expense to Holy Cross, shall make or procure conveyance to Holy Cross of satisfactory right of way easements across the property owned or controlled by the consumer for Holy Cross's lines or extensions thereof necessary or incidental to the furnishing of service to the consumer and shall permit access thereto by Holy Cross's employees or its agents.

5100 BILLING INFORMATION AND PROCEDURES

Saved for future use.

5110 TARIFF SELECTION AND CHANGES

A. HOLY CROSS'S INSTALLATION

Tariffs are the rates charged for electric energy and services. Tariffs are subject to revision by the Board of Directors of Holy Cross upon 30 days notice to consumers.

B. SELECTION AND CHANGES OF TARIFFS

Holy Cross will assist a prospective consumer in the selection of the tariff most favorable to the consumer for the service requested. The recommendation to the consumer will be based on the consumer's statement of the class of service desired, the amount and manner of use, and other pertinent information. Special consideration may be given to consumers whose circumstances and electric service requirements so justify. A consumer being billed under one of two or more optional tariffs applicable to this class of service may elect to be billed on any other applicable tariff by notifying Holy Cross in writing and Holy Cross will bill the consumer under such elected tariff from and after the date of the next meter reading. However, a consumer having made such a change of tariff may not make another such change within the next 12 months, unless altered conditions or other good cause justifies a change within a shorter period.

C. REDUCTION IN RATES

Holy Cross makes, either voluntarily or pursuant to order of any regulatory agency having jurisdiction, any reduction in rates applicable to the service covered by the Electric Service Agreement, the consumer, by accepting the terms and conditions, if any, incident to such reduction, shall have the benefit thereof from the effective date of such reduction and so long as the new tariff shall remain in effect.

5120 BILLING

A. BILLS

Bills issued to consumers for metered electric energy and/or services shall generally include:

1. The dates and meter readings beginning and ending the period during which service was rendered
2. Appropriate tariff, rate or rate code identification
3. The net amount due
4. The date by which payment is due
5. Any amount past due
6. Any transferred amount or balance
7. Any other essential facts upon which the bill is based

B. PAYMENT OF BILLS

Bills for electric service are due upon presentation and if payment is not made within 15 days, the bill is past due, 30 days after which, the bill, or unpaid portion of the bill, will be considered delinquent and service may be discontinued upon 10 days written notice. Payments made by the consumer will be applied to tariffed charges first and then to any non-tariffed charges and to the oldest balance due separately within each category.

The Cooperative shall subtract from a Member's Prepaid Account balance the amounts for Electric Service and any other amounts that may be due the Cooperative. Balance requirements and other conditions of Electric Service for a Member with a Prepaid Account are addressed in the Prepaid Metering Program tariff.

C. TRANSFERS

Holy Cross may transfer a prior unpaid debt to a consumer's bill if the prior bill was in the name of the consumer and Holy Cross has informed the consumer of the transferred amount and of the source of the unpaid debt.

D. ADDRESS of CONSUMER

Bills will be sent to the mailing address of the consumer appearing in the Electric Service Agreement or to such other address as the consumer may from time to time request. When the consumer vacates the premises where the consumer is receiving electric service, the consumer's Agreement shall continue in effect until the consumer notifies Holy Cross to cancel or transfer said Agreement to another location or until another consumer becomes responsible for service to said premises.

E. SEPARATE BILLINGS

At each Point of Delivery the use of service shall be metered separately for each consumer served. Whenever for any reason Holy Cross furnishes two or more meter installations for a single consumer, each point of metering shall be considered a separate service and may be separately billed.

F. ADJUSTMENTS FOR BILLING AND METERING ERRORS

1. Holy Cross shall adjust charges for electricity incorrectly metered or billed as follows:
 - a) When, upon any meter accuracy test, a meter is found to have an average registration error of more than 2%, Holy Cross will refund one-half (1/2) of any overbilling dating from the discovery of the meter error back to the previous meter test, with such period not to exceed two years. The consumer will be charged for one-half (1/2) of any under billing dating from the discovery of the meter error back to thru previous meter test, with such period not to exceed six months. (Also see Rule 4004 Meter Testing and Billing Adjustments.)
 - b) When a meter fails to register, registers intermittently or partially registers for any period, Holy Cross may estimate and bill for the consumer's demand and energy usage during the time of such failure on the basis of best available data. The period for which the consumer is charged the estimated amount shall not exceed six months. (Also see Rule 4004 Meter Testing and Billing Adjustments.)
 - c) In the event of under or over billings and/or metering errors not identified in a) and b) above, Holy Cross may charge for the period during which an under billing occurred not to exceed six months and Holy Cross shall refund for the period during which an over billing occurred not to exceed two years. Holy Cross refunds or consumer payments are payable within 30 days of determination. Should a consumer require an installment payment arrangement, said arrangement shall not exceed a period equal to the under billed period.

G. PREPAID METERING

A bill for Electric Service and any other amounts that may be due the Cooperative for a Member with a Prepaid Account will not be issued by the Cooperative, unless requested by Member. A Member with a Prepaid Account may obtain billing information, including charges for Electric Service, other amounts that may be due Holy Cross, and Prepaid

Account balances through the Cooperative's payment portals and/or other remote access channels.

5130 DEPOSITS

A. DEPOSIT REQUIREMENTS

Upon their request for electric service, each consumer must provide Holy Cross with a guarantee of payment of their electric energy bills prior to the commencement of electric service.

1. Consumers whose load capacity will be less than 50 kW must provide a deposit not to exceed the amount of an estimated 90 days of usage or have had at least 12 consecutive months of good credit history with Holy Cross for similar service. Any required Deposit shall be satisfied by the consumer by any one of the following methods:
 - a) Cash Deposit; or
 - b) Credit Reference Letter; or (This option is available only to a consumer in a Residential Rate Class under 50kW. A letter signed by the consumer's prior gas or electric utility provider that provided service to the Applicant not greater than six months prior to the date of the application shall be provided by the consumer to Holy Cross within 10 days after service is commenced by Holy Cross. If the Credit Reference Letter is not provided to Holy Cross on or before the end of the 10 day period, then the consumer will be required to pay a cash deposit or choose the Auto-Pay Program option.)
 - c) "Auto-Pay" Program. (The "Auto-Pay" Program of Holy Cross provides for payment by consumer through the use of a credit card, debit card or checking account for any amount due by the consumer to Holy Cross.)
 - d) Prepaid Metering Program. (The Prepaid Metering Program of Holy Cross provides for payment in advance for Electric Service with prepaid account balances decreasing as Electric Service is delivered.)

After the second disconnect for non-payment in a 12 month period, a cash deposit will be required and the consumer will not have the Auto-Pay, Prepaid or Credit Reference Letter option in lieu of the cash deposit.

2. Consumers whose load capacity will be 50 kW or greater must provide a cash deposit not to exceed the amount of an estimated 90 days of usage or have had at least 24 consecutive months of good credit history with Holy Cross for similar service or provide another type of financial guarantee satisfactory to Holy Cross.

Refundable construction advances, contributions, or guarantees made in accordance with Holy Cross's line extension Rule 3030 do not apply under this Rule 5130.

The payment of a cash deposit shall not relieve any consumer from the obligation to pay current bills as they become due. Holy Cross is not required to apply any cash deposit to any indebtedness of the consumer to Holy Cross, except for electric energy and services due or past due after service is terminated.

B. ADDITIONAL DEPOSITS

Holy Cross may require a consumer to provide a new or additional cash deposit, not to exceed the amount of an estimated 90 days of usage, in the event the consumer's credit history with Holy Cross is no longer in good standing and/or consumer has received more than one Final Notice of Discontinuance of Service in the immediate past 12 months.

C. DEPOSIT INTEREST

Simple interest shall be paid by Holy Cross upon the return of the deposit or annually. Interest on a deposit shall be earned for the time such deposit is held by Holy Cross, and shall be calculated from the date the deposit is received by Holy Cross to the date of payment to the consumer in cash or to the date an amount equal to the deposit is credited to the consumer's account. Simple interest rates shall not be less than those established by the Colorado Public Utilities Commission for jurisdictional utilities.

D. DEPOSIT REFUNDS

Deposits will be refunded by Holy Cross upon termination of service or upon approval of the consumer's credit acceptability. Consumer's credit usually may be considered satisfactory if the consumer's account or accounts have been in good standing for the past 12 consecutive months for consumers whose load capacity is less than 50 kW and the past 24 consecutive months for consumers whose load capacity is 50 kW or greater.

All deposits held by Holy Cross may be reviewed annually for credit acceptability and any deposit refunds thereof plus accrued interest will be returned to the consumer. If unpaid energy bills exist upon termination of service, Holy Cross may apply amounts held as deposits to the unpaid energy bills and refund any deposit balance.

E. DEPOSIT RECORDS

Holy Cross shall maintain deposit records in accordance with the Colorado Public Utilities Commission's rules regulating electric utilities.

5140 INSTALLMENT PAYMENTS

A. INSTALLMENT PAYMENT ARRANGEMENTS

A consumer may enter into an installment payment arrangement with Holy Cross for any past due balance and new or additional deposit.

1. Payment arrangements for any past due balance will not exceed six equal monthly installments.
2. Payment arrangements for any new or additional deposit will not exceed two equal monthly installments.

Should the consumer breach the installment arrangement, Holy Cross has the right to discontinue service on or after the tenth day following the mailing of a notice of termination of the installment arrangement to the consumer at the address supplied by the consumer, and to require, in order for the consumer to avoid termination of service or to restore service, payment in full of the current bill and of all past due amounts and the posting of a reasonable deposit.

B. BUDGET BILLING PLAN

Consumers receiving residential service in a single dwelling (excludes all multiple dwelling service consumers and any consumer on Renewable Net Metering Service -

Optional or Electric Rate Tariff Adjustments - Renewable Generation Service - Optional) are eligible to minimize the impact of large seasonal electric energy bills by using Holy Cross's Budget Billing Plan. The Budget Billing Plan is only available to residential, single dwelling accounts.

Any eligible residential consumer electing the Budget Billing Plan shall pay a monthly amount equal to a minimum of one-tenth (1/10) of the total of the consumer's most recent 12 months billing history, adjusted to reflect current tariffs. Such monthly payment shall be made for 11 successive months after enrollment with the final or twelfth month's payment, being a settlement amount equal to the differences between the total payments made during the budget year and the actual billings for such budget year. Upon request, a refund will be made to the consumer for any credit balance of the settlement amount.

To be eligible for participation in the Budget Billing Plan, the following conditions and requirements must be met:

1. Initially, consumers must apply in writing, and indicate the service location where they desire to participate in such plan. Eligible participants may enroll at any time during the year. Subsequent annual re-enrollment is done automatically.
2. The consumer shall, immediately prior to enrollment, have received service from Holy Cross for a period of 12 consecutive months or more and such account(s) shall have not been delinquent in the previous 12 months.
3. There must be a minimum of 12 months of billing history at the service location indicated by the consumer in their application.
4. The consumer's account status for electric service must be current at the time of the request.
5. In addition to the eligibility requirements, the following terms and conditions will apply:
 - a) Holy Cross reserves the right to increase the Budget Billing amount based upon cause and proper notification to the consumer. Basis for increase shall be limited to increases in consumption or tariffs during the year.
 - b) Consumers who fail to make Budget Billing payments shall be subject to the normal collection procedures. If payment is not made after proper notice, the consumer shall be removed from the Budget Billing Plan and electric service may be discontinued.
 - c) Once a consumer is no longer a participant in the Budget Billing Plan, the entire billing amount which is outstanding shall become immediately due and payable.

5150 DISCONTINUANCE OF SERVICE

- A. Holy Cross will not discontinue the service of any consumer for violation of any Tariff, Rule or Regulation of Holy Cross and/or for non-payment of any sum due for electric service except upon written notice mailed by first-class mail or delivered at least 10 days in advance of the proposed termination date, with the exception of participants in the prepaid program. The written notice will advise the consumer which particular tariff, rule and/or regulation has been violated, the amount due and the date by which the amount due shall be paid. In the event the consumer previously has executed a Third Party Notification form indicating a third party to whom notices of discontinuance or termination are to be sent, written notice also shall be mailed by first-class mail or delivered at least 10 days in advance of the proposed termination date to said third

party. The notice of discontinuance shall be conspicuous in nature and in easily understood language. The Notice shall contain, as a minimum, the following warning in writing:

THIS IS A FINAL NOTICE OF DISCONTINUANCE OF ELECTRIC UTILITY SERVICE
ESTO ES UN ABISO FINAL DE LA DISCONTINUACION DEL SERVICIO DE LA
COMPANIA DE ELECTRICIDAD

This rule shall not apply where diversion of energy is discovered on a consumer's electric service or meter, or in the event any hazardous condition exists on a consumer's premises, or in the case of a consumer utilizing service in such a manner as to make it dangerous for occupants of the premises, thus making an immediate discontinuance of service to the premises imperative.

This rule shall not apply where payment was made by check to avoid discontinuance of service and said check was returned as insufficient funds, short check, account closed or any other designation indicating inadequate funds.

This rule shall not apply for a Member's Prepaid Account.

- B. An Applicant for electric service is generally not responsible for payment of a delinquent amount incurred by a prior consumer at the same premises. Holy Cross may deny the application to furnish electric service or Holy Cross may condition the furnishing of electric service on a transfer of responsibility for the delinquent amount incurred by a prior consumer to the Applicant's new account if the application is made to avoid payment by the prior consumer or is based on any other subterfuge. Subterfuge includes, but is not restricted to, an application for electric service at a given location in the name of another party by an Applicant or a person acting on behalf of another party whose account is delinquent and who continues to receive benefit of the service at that or another location.
- C. In situations known to Holy Cross involving permanent residences in multi-unit dwellings where the electric service for the entire multi-unit dwelling is recorded on a single meter, Holy Cross, at least 10 days prior to the proposed termination date for the dwelling involved, shall make reasonable effort to post a copy of said notice in at least one of the common areas of the multi-unit dwelling, in addition to the notice to the consumer of record.
- D. Notice of discontinuance of service shall be mailed or delivered in accordance with Section A. of this rule. As a minimum, said notice shall advise the consumer:
 - 1. How to contact Holy Cross, without expense to the consumer of a toll call, to resolve any dispute, with respect to the amount or date due, and/or with respect to violation of any tariff, rule and/or regulation.
 - 2. That the consumer is entitled to a hearing in person, before termination of service, at a reasonable time and place within 10 days of the date of the notice of discontinuance before the President and Chief Executive Officer of Holy Cross, or the President and Chief Executive Officer's designee.
 - 3. That the consumer has the right to make an informal complaint to the President and Chief Executive Officer or the President and Chief Executive Officer's designee as defined in the General Provisions section of these Tariffs, Rules and Regulations in Consumer Complaints and Related Matters, under Rule 1020, a copy of which can be reviewed at any Holy Cross office.

4. That the consumer has the right to request, in writing, a formal hearing before the Board of Directors as defined in Consumer Complaints and Related Matters, under Rule 1020, a copy of which can be reviewed at any Holy Cross office.
5. That the Board of Directors, at its discretion and upon such terms as it may prescribe, may order not to terminate service pending an investigation and/or a hearing.
6. That in the event a hearing before the Board of Directors on the proposed discontinuance of service is requested by the consumer, the Board, upon motion, may order the consumer to post a deposit or an additional deposit with Holy Cross in such amount as the Board deems reasonable under the circumstances which deposit may be in addition to any deposit previously posted with Holy Cross.
7. That the consumer may avoid termination of service by paying the current month's bill in full and entering into a reasonable installment payment plan with Holy Cross to pay any past due balance, and new or additional deposit, if any, in no more than six equal monthly installments.
8. That in the event the consumer is unable to pay for service as regularly billed by Holy Cross, or is able to pay for such service but only in reasonable installments and there is a written medical certification from a Colorado licensed physician or health practitioner acting under a physician's authority delivered to Holy Cross indicating that termination of service would aggravate an existing medical condition of or create a medical emergency for the consumer or a permanent resident of the consumer's household, that there will not be discontinuance of service for 60 days from the date of the medical certification with a possible 30 day extension upon delivery of a second medical certification.

E. Service shall not be discontinued:

1. If all current bills are paid when due and all past due amounts are being amortized by prearranged reasonable installment payments. The due date on the bill is specifically indicated on the bill and the due date is no earlier than 10 days subsequent to the mailing or delivery of the bill.

Current bill means that portion of the bill which is not 30 days past due. The minimum reasonable installment payment is that which pays a current bill in full and also at least one-sixth (1/6) of any past due balance.

Holy Cross has the right, in the event there is a breach of the installment agreement, to discontinue service on or after the tenth day following the mailing of a notice of termination to the consumer at the address supplied by the consumer, and to require, in order for the consumer to avoid termination or to be reconnected, payment in full of the current bill and of all past due amounts and the posting of a reasonable deposit in accordance with the deposit requirements criteria in order for the consumer to be reconnected.

2. Between 12:00 noon on Friday and 8:00 A.M. the following Monday, or between 12:00 noon on the day prior to and 8:00 A.M. on the day following any Federal holiday or utility observed holiday.
3. If discontinuance of residential service would aggravate an existing medical condition or would create a medical emergency for the consumer or a permanent resident of the consumer's household as evidenced by an appropriate written medical certification and such consumer establishes that the consumer is unable to pay for the service as regularly billed by Holy Cross, or that the consumer is able to pay for such service but only in installments

The consumer must provide written medical certification from a Colorado licensed physician or health practitioner acting under a physician's authority. The certification shall show clearly the name of the consumer or individual whose illness is at issue and the Colorado medical identification number, the telephone number, and the signature of the physician or the health care practitioner acting under a physician's authority who certifies the medical emergency. The certification shall not be contested by Holy Cross as to medical judgment, although Holy Cross may use reasonable means to verify the authenticity of the certificate. A medical certification is effective on the date it is received by Holy Cross and is valid to prevent discontinuance of service for 60 days. The consumer may receive one 30 day extension by providing a second medical certification prior to the expiration of the original 60 day period. A consumer may invoke the medical certification provisions only once in any 12 consecutive month period.

4. In the event a consumer at any time proffers full payment of any electric bill by cash or bona fide check to Holy Cross's service representative or field employee, such payment shall not preclude, Holy Cross, by tariff, rule and/or regulation from making a reasonable charge for a service call.

F. Holy Cross shall inform its residential consumers periodically of the availability of the Third Party Notification form and a method for obtaining a copy of the form. The consumer may mail or deliver to Holy Cross such Third Party Notification form, which form shall be signed by both the consumer (or the consumer's legal representative) and by the third party to be notified in the event of possible discontinuance of service. Said Third Party Notification form shall be substantially in the following format:

Name of Consumer

Street Address of Consumer

City, State and Zip Code

Telephone Number

THIRD PARTY TO BE NOTIFIED IN THE EVENT OF POSSIBLE DISCONTINUANCE OF SERVICE:

Name

Street Address

City, State and Zip Code

Telephone Number

Relationship to Consumer _____

Signature of Consumer _____

Signature of Third Party _____

Date _____

G. Whenever reference is made herein to a notice or other document being mailed or delivered, that phrase shall mean that the notice or other document is either deposited

in the United States Mail, or physically delivered to the address of the addressee, and does not necessarily include actual physical receipt by the addressee.

- H. Remote Reconnection of electric service may/will occur after payment by the consumer. The action of payment shall constitute final verification by the consumer that the consumer has reviewed the consumer's Electric System and has reviewed all electric uses on the Electric System and has made a final determination that it is safe to remotely reconnect electric service.

5160 DIVERSION OF ELECTRIC ENERGY

- A. The existence of electric energy consuming devices installed ahead of the meter or any tampering or interfering with wires, devices, or equipment connected to Holy Cross's distribution system or the damage to, alteration, obstruction or unauthorized use of any meter (including the breaking of meter seals), which will permit or make possible the use of electric energy without its proper registration on Holy Cross's including without limitation the purposeful interference with, distortion of, or interruption of the data generated by the electric meter shall constitute a presumption that electric energy has been unlawfully diverted by the consumer in whose name(s) service is being rendered, by the person(s) benefiting from the use of such diverted electric energy, and by person(s) responsible for payment to Holy Cross for all or part of the electric service provided at the premises, or the person(s) who controlled access to that part of Holy Cross's distribution system at the location where the diversion or interference was proven to exist. See generally: § 18-4-506.5. Tampering with a Utility Meter – Penalty.

Discovery of diversion or the purposeful interference or interruption of the broadcast/transmission of radio signals or other information generated by an electric meter, may result in immediate termination of electric service.

When diversion of energy is discovered, Holy Cross will then, in any reasonable manner, compute the amount of diverted electric energy. Computation may include, but not be limited to, meter tests, energy audit with consumer's permission, past usage and estimates. Computation will be made for the period beginning with the date the diversion began, if such date can be reasonably determined, if not, beginning with the date on which consumer began using electric energy at the location where the diversion occurred, and ending with the date on which the diversion ceased. Bills for diverted electric energy, based upon aforesaid computation, under the applicable rate effective during the period of diversion, the cost of investigating and confirming such diversion, and disconnecting service and any penalty, shall be due and payable upon presentation.

The costs for investigating and confirming such diversion, or the purposeful interference or interruption of the broadcast/transmission of radio signals or other information generated by an electric meter, disconnecting service, computing bills for diverted electric energy, other related labor and any penalty shall be in accordance with appropriate tariffs including Charges for Rendering Service - Miscellaneous Charges and Penalties.

- B. If service has been disconnected for diversion of electric energy, or the purposeful interference or interruption of the broadcast/transmission of radio signals or other information generated by an electric meter, Holy Cross will not render service to said consumer, or to any other person for consumer's use at the same or any other location until:
 - 1. Consumer has paid all charges and penalties as set forth preceding, and
 - 2. Consumer has paid to Holy Cross the installation cost of, or has had installed, at consumer's expense, such entrance and service equipment as is necessary to prevent further diversion of electrical energy or interference of metering.

The foregoing rules pertaining to Diversion of Electric Energy in no way affect or modify any action or prosecution under the laws of the State of Colorado.

EXTERNAL ELECTRIC ENERGY

6000 SMALL POWER PRODUCERS AND COGENERATORS

Holy Cross's tariffs are based upon exclusive use of its electric service by the consumer. No other source of electric energy shall be connected to any installation attached to Holy Cross's electric distribution system, except as provided under the terms and conditions of Holy Cross's Generator Interconnect Policy, as amended from time to time.

Holy Cross's Generator Interconnect Policy can be found at Holy Cross's website, www.holycross.com, under the consumer services menu item.