

## **HOLY CROSS ENERGY** **ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS**

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## **HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS**

### **PURPOSE**

The following Electric Service Tariffs, Rules and Regulations are designed to govern the provision of electric service by Holy Cross (HCE) to its members and consumers. HCE 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 HCE Board of Directors. Copies are available at the offices of HCE or on the HCE website at [www.holycross.com](http://www.holycross.com).

HCE 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.

HCE 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.

## HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS

### 1000 DESCRIPTION OF SERVICE TERRITORY

The service territory of HCE 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

## **HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS**

### **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 HCE 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 HCE. A consumer is usually also a member of HCE unless they have withdrawn their membership.

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

Contract for Electric Service (Contract) means an agreement between HCE and a new or existing consumer when HCE 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) means the receipt and use of electric service constitutes an Electric Service Agreement under which the user agrees to pay HCE therefore in accordance with all applicable tariffs and to comply and be bound by HCE's Articles of Incorporation; Bylaws; and Electric Service Tariffs, Rules and Regulations.

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

Holy Cross means Holy Cross Energy (HCE) or Holy Cross Electric Association, Inc.

Idle Service means HCE 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 HCE's property, facilities or service, resulting in death, serious injury or significant property damage requiring HCE 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 HCE and a new or existing consumer to construct an extension or upgrade of electric service facilities to the consumer in accordance with HCE'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 kWh 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  
Effective April 1, 2024

## **HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS**

located the members and consumers of HCE affected by the matter of which notice is given.

Major Event means an event which results in the loss of electric service to HCE 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 HCE's demand meter for a 15-minute period, unless otherwise specified in the applicable tariff schedule. At the option of HCE, 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 HCE and has not withdrawn their membership. Requirements for and benefits of membership are further defined in HCE'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 HCE facilities and electric energy can be delivered by HCE to the consumer:

- For overhead service, the point of delivery is located where the consumer service conductors connect to HCE's service drop.
- For underground service, the point of delivery is located at the pad-mounted transformer secondary connectors unless otherwise specified by HCE.

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 HCE.

Remote Disconnection/Reconnection means a HCE representative is not physically present at the Point of Delivery at the time of disconnection or 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."

## HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS

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 REGULATIONS GOVERNING MEMBER / CONSUMER COMPLAINTS

#### A. SCOPE OF REGULATIONS

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

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

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

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

#### B. IMMEDIATE SHUT-OFFS

When the cooperative immediately shuts off service to a member or consumer without prior notice (but only if a shut off of service without prior notice is authorized by Rule 5150), such member or consumer may immediately appeal such action to the Board by filing a complaint under Section 1020. If the Board is in session, it shall hear, and resolve said complaint during the Board meeting that is in session. The Board designates the Chair of the Board to hear and resolve complaints filed under this Regulation at a time when the Board is not in session, and the Chair shall 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.

#### C. COMPLAINTS

Any complaint is one that is made by a member or consumer in a statement that a situation is unsatisfactory or unacceptable. Every complaint shall be dealt with by management of the cooperative in the first instance. Members and consumers must use the complaint procedure before filing a formal complaint with the Colorado Public Utilities Commission [PUC], unless an emergency or an immediate shut-off exists which precludes the use of the complaint procedure with management. Any complaint must be in writing or transmitted electronically to the cooperative, and shall contain such facts and other information, including supporting data and documents, to adequately

## **HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS**

state the circumstances by which any alleged act or omission by the cooperative, including any rule, regulation or charge heretofore established or fixed or proposed to be established or fixed, is in violation, or claimed to be in violation, of any provision of law or of any order or rule of the cooperative. No anonymous complaint shall be considered. Any complaint shall be referred to the President and Chief Executive Officer of the cooperative or to 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 the cooperative, as soon as reasonably practicable. If the complaint is not resolved within 30 days after filing, then the same shall be deemed denied. If any complaint is not resolved to the satisfaction of the Complainant, then the Complainant may file an appeal to the Board of Directors.

### **D. APPEALS**

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

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

### **E. DECISION**

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

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

## HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS

### TARIFFS

#### 2000 TARIFFS, RATES AND CHARGES

<u>Electric Rate Tariffs</u>	<u>Rate Code(s)*</u>	<u>Page</u>
Residential Services - Small	01, 03, 05, 08, 21, 23, 25, 28, 29	9
Residential Services - Large	04, 24	10 - 11
Residential Services - Time of <u>Day-Use</u> - Optional	06, 07, 26, 27	12 - 13
General Services - Small	40, 42, 50, 51, 52, 58, 59	14
General Services - Large and Irrigation	41, 62, 63, 64, 78	15 - 16
General Services - Primary	65	17 - 18
General Services - Time of <u>Day-Use</u> - Optional	46, 47, 56, 57	19 - 20
General Services - Totalized Tariff	68	21
General Services - Snowmaking/Ski Lift Tariff	66, 67	22
General Services - Street, Highway and Area Lighting	70	23
General Services - Security Yard Lighting	71, 72	24
General Services - Unmetered Service	74	25
General Services - Totalized Multiple Meter - Optional	69	26 - 27

\* 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"

<u>Electric Rate Tariff Adjustments</u>	<u>Page</u>
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### ELECTRIC RATE TARIFFS RESIDENTIAL SERVICES - SMALL

#### Availability

Effective April 1, 2024



## HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS

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 HCE.~~

### Type of Service

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

### Monthly Rate

Consumer Charge	\$ 16 <del>2</del> .00
Energy Charge, per kWh	\$ 0.1 <del>1</del> 05

Rate Codes 08, 28: See Service "Loss Factor" Revenue Adjustment Rider  
All Rate Codes: See Electric Cost Adjustment Rate Rider (ECA) and 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; or
2. A Minimum Monthly Charge equal to the Consumer Charge.

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

### Terms of Payment

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

## HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS

### ELECTRIC RATE TARIFFS RESIDENTIAL SERVICES – LARGE

#### 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 consumers whose capacity used is less than 50 kW. ~~Service under this tariff is subject to the established Tariffs, Rules and Regulations of HCE.~~

#### Type of Service

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

#### Monthly Rate

Consumer Charge	\$ <del>45</del> 28.00
Demand Charge: Maximum Demand, per kW	\$ 5.32
Energy Charge, per kWh	\$ 0.0 <del>8277</del>

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All Rate Codes: See Electric Cost Adjustment Rate Rider (ECA) and 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 HCE'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; or
2. \$1.00 per kW per highest Maximum Demand billed in the last 12 months. In the event no demand history is available, HCE 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 Cost Adjustment Rate Rider (ECA) and the WE CARE Rate Rider shall be in addition to the Minimum Monthly Charge.

#### Conditions of Service

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

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**Terms of Payment**

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

## HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS

### ELECTRIC RATE TARIFFS RESIDENTIAL SERVICES - TIME OF ~~DAY-USE~~ OPTIONAL

#### Availability

Available to Rural Residential (Rate Codes 06, 07) and Town Residential (Rate Codes 26, 27) 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. ~~Service under this tariff is subject to the established Tariffs, Rules and Regulations of HCE.~~

#### Type of Service

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

#### Monthly Rate

Consumer Charge	\$ 1 <del>62</del> .00
Off-Peak Energy Charge, per kWh	\$ 0.06 <del>50</del>
On-Peak Energy Charge, per kWh	\$ 0.24 <del>50</del>

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

Where On-Peak is defined as: 4:00 P.M. to 9:00 P.M., 7 days a week.

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; or
2. A Minimum Monthly Charge equal to the Consumer Charge.

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. ~~Service under this tariff is subject to the established Tariffs, Rules, and Regulations of HCE.~~
- 1-2. Consumers receiving electric service under this tariff are required to comply with all HCE policies; ~~Tariffs, Rules and Regulations;~~ IEEE standards for harmonic distortion and power factor requirements.
- 2-3. Operation of all-electric loads will be subject to voltage flicker limits established by HCE.
- 3-4. The Optional Time of ~~Day-Use~~ Rate is voluntary and shall be applicable the first complete billing cycle after installation of the time of ~~day-use~~ meter. If the consumer requests to be taken off the Optional Time of ~~Day-Use~~ 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 who opts into the Time of ~~Day-Use~~ Rate will have 3 billing cycles (~90 days) to evaluate the program after the evaluation period. The consumer shall only be allowed to change to or from the Optional Time of ~~Day-Use~~ Rate once during any 12-month period. Each consumer will have one trial

Effective April 1, 2024

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period.  
4-5. Must have an EMS meter.

**Terms of Payment**

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

## HOLY CROSS ENERGY 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 HCE.~~

#### Type of Service

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

#### Monthly Rate

Consumer Charge	\$ <del>2018</del> .00
Energy Charge, per kWh	\$ 0. <del>100095</del>

Rate Code 58: See Service "Loss Factor" Revenue Adjustment Rider

All Rate Codes: See Electric Cost Adjustment Rate Rider (ECA) and 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; or
2. A Minimum Monthly Charge equal to the Consumer Charge.

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

#### Terms of Payment

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

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## HOLY CROSS ENERGY 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, 78) and Irrigation Service (Rate Code 41), whose capacity used is 50 kW or greater. This tariff is optional for consumers whose annual Maximum Demand used is less than 50 kW subject to the established Tariffs, Rules and Regulations of HCE.

#### Type of Service

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

#### Monthly Rate

Consumer Charge	\$ <del>62</del> 28.00
Demand Charge: Maximum Demand, per kW	\$ 6.11
Energy Charge, per kWh	\$ 0.07 <del>83</del>

Rate Code 78: See Service "Loss Factor" Revenue Adjustment Rider

All Rate Codes: See Electric Cost Adjustment Rate Rider (ECA) and 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 HCE'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; or
2. \$1.00 per kW per highest Maximum Demand billed in last 12 months. In the event no demand history is available, HCE 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 Cost Adjustment Rate Rider (ECA) shall be in addition to the Minimum Monthly Charge.

#### Conditions of Service

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

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**Terms of Payment**

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



## HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS

### ELECTRIC RATE TARIFFS GENERAL SERVICES – PRIMARY

#### Availability

Available to non-residential consumers (Rate Code 65) where HCE 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 HCE 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 HCE's standard primary voltage. Frequency and voltage variation shall be subject to industry standards.

#### Monthly Rate

Consumer Charge	\$ <del>6223</del> .00
Demand Charge: Maximum Demand, per kW	\$ 5.93
Energy Charge, per kWh	\$ 0.07 <del>83</del>

All Rate Codes: See Electric Cost Adjustment Rate Rider (ECA) and 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 HCE'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; or
2. \$1.00 per kW per highest Maximum Demand billed in last 12 months. In the event no demand history is available, HCE 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 Cost Adjustment Rate Rider (ECA) shall be in addition to the Minimum Monthly Charge.

#### Conditions of Service

1. ~~Service under this tariff is subject to the established Tariffs, Rules, and Regulations of HCE.~~
- 1-2. Consumers receiving electric service under this tariff are required to comply with all HCE policies; ~~Tariffs, Rules and Regulations;~~ IEEE standards for harmonic distortion and power factor requirements.
- 2-3. Operation of all-electric loads will be subject to voltage flicker limits established by HCE.
- 3-4. Consumers must pay for the installation of primary metering equipment as a non-refundable contribution in aid of construction.
- 4-5. All necessary wiring, transformers, switches, cut-outs and protection equipment beyond the point of delivery shall be provided, installed and maintained by the

Effective April 1, 2024

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**HOLY CROSS ENERGY  
ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS**

- ~~5-6.~~ consumer, and such service facilities shall be of types and characteristics acceptable to HCE. The entire service installation, protection coordination, and the balance of the load between phases shall be approved by HCE engineers.
- ~~6-7.~~ 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.
- ~~7-8.~~ 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 Payment of Bills and Collection Charges contained in these Electric Service Tariffs, Rules and Regulations.

## HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS

### ELECTRIC RATE TARIFFS GENERAL SERVICES - TIME OF ~~DAY-USE~~ - OPTIONAL

#### Availability

Available to Irrigation consumers (Rate Codes 46, 47), General Services – Small (Rate Codes 56, 57) and General Services – ~~Large~~ consumers whose demand is greater than 50 kW. ~~Service under this tariff is subject to the established Tariffs, Rules and Regulations of HCE.~~

#### Type of Service

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

#### Monthly Rate

Consumer Charge	\$ <del>20</del> 12.00
Off-Peak Energy Charge, per kWh	\$ 0.06 <del>50</del>
On-Peak Energy Charge, per kWh	\$ 0.24 <del>50</del>

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

Where On-Peak is defined as: 4:00 P.M. to 9:00 P.M., 7 days a week

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; or
2. A Minimum Monthly Charge equal to the Consumer Charge.

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. ~~Service under this tariff is subject to the established Tariffs, Rules, and Regulations of HCE.~~
- 1-2. Consumers receiving electric service under this tariff are required to comply with all HCE policies; ~~Tariffs, Rules and Regulations;~~ IEEE standards for harmonic distortion, and power factor requirements.
- 2-3. Operation of all-electric loads will be subject to voltage flicker limits established by HCE.
- 3-4. The Optional Time of ~~Day-Use~~ Rate is voluntary and shall be applicable the first complete billing cycle after installation of the time of ~~day-use~~ meter. If the consumer requests to be taken off the Optional Time of ~~Day-Use~~ 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 who opts into the Time of ~~Day-Use~~ Rate will have 3 billing cycles (~90 days) to evaluate the program after the evaluation period. The consumer shall only be allowed to change to or from the Optional Time of ~~Day-Use~~ Rate once during any 12-month period. Each consumer will have one trial period.
- 4-5. Must have an EMS meter.

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**HOLY CROSS ENERGY  
ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS**

**Terms of Payment**

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

## HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS

### ELECTRIC RATE TARIFFS GENERAL SERVICES - TOTALIZED TARIFF

#### Availability

Available to Vail Resorts, 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 HCE.~~

#### Type of Service

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

#### Monthly Rate

Consumer Charge	\$ 12,325.00
Energy Charge, per kWh	\$ 0.104099

All Rate Codes: See Electric Cost Adjustment Rate Rider (ECA) and 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; or
2. A Minimum Monthly Charge equal to the Consumer Charge.

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 Cost Adjustment Rate Rider (ECA) shall be in addition to the Minimum Monthly Charge.

#### Conditions of Service

1. ~~Service under this tariff is subject to the established Tariffs, Rules, and Regulations of HCE.~~
2. Consumers receiving electric service under this tariff are required to comply with all HCE 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 HCE.

#### Terms of Payment

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

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## HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS

### ELECTRIC RATE TARIFFS GENERAL SERVICES – 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 463 accounts). ~~subject to certain conditions of service and established Tariffs, Rules and Regulations of HCE.~~

#### Type of Service

Single-phase or three-phase service at available HCE 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	\$ 0.05146

All Rate Codes: Electric Cost Adjustment Rate Rider (ECA) and 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 HCE'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; or
2. \$1.00 per kW per highest Maximum Demand billed in the last 12 months. In the event no demand history is available, HCE 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 Cost Adjustment Rate Rider (ECA) and the WE CARE Rate Rider shall be in addition to the Minimum Monthly Charge.

#### Conditions of Service

1. ~~Service under this tariff is subject to the established Tariffs, Rules, and Regulations of HCE.~~
2. Consumers receiving electric service under this tariff are required to comply with all HCE 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 HCE.

#### Terms of Payment

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

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## HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS

### ELECTRIC RATE TARIFFS GENERAL SERVICES – STREET, HIGHWAY AND AREA LIGHTING

#### Availability

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

#### 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 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	\$ <del>22.85</del> <u>24.42</u>
250-watt Street Light	\$ <del>14.29</del> <u>15.27</u>
175-watt Street Light	\$ <del>10.00</del> <u>10.69</u>
150-watt Street Light	\$ <del>8.56</del> <u>9.15</u>
100-watt Street Light	\$ <del>5.71</del> <u>6.10</u>
76-150 watt Multiple Bulb Street Lights	\$ <del>6.75</del> <u>7.21</u>
All 75 watt & under Street Lights	\$ <del>2.92</del> <u>3.12</u>

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

The WE CARE Rate Rider shall be applicable to this tariff.

#### Conditions of Service

1. ~~Service under this tariff is subject to the established Tariffs, Rules, and Regulations of HCE.~~

~~2.~~ Fixtures, overhead cable and/or associated equipment installed on HCE owned wood poles (either primary or secondary), shall be the property of HCE and shall be installed and maintained at the expense of HCE. Approved fixtures are currently limited to 100 watt HPS and 250 watt HPS lighting devices. Additional wood poles, if required, shall be installed by HCE at the expense of the consumer.

~~2.3.~~ 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 HCE owned poles.

~~3.4.~~ Consumers receiving service under this tariff are required to comply with all HCE policies; ~~Tariffs, Rules and Regulations;~~ IEEE standards for harmonic distortion and power factor requirements.

~~4.5.~~ Operation of all-electric loads will be subject to voltage flicker limits established by HCE.

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#### Terms of Payment

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

## HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS

### ELECTRIC RATE TARIFFS GENERAL SERVICES - SECURITY YARD LIGHTING

#### Availability

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

#### 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

Monthly charge, security yard light installed on existing pole:

100 watt or below	\$ <del>7.84</del> 8.38
101 watt or above	\$ <del>17.38</del> 18.58

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

The WE CARE Rate Rider shall be applicable to this tariff.

#### Conditions of Service

1. ~~Service under this tariff is subject to the established Tariffs, Rules, and Regulations of HCE.~~
- ~~1-2.~~ The above tariffs shall apply to lighting fixtures and overhead cable furnished, installed and maintained by HCE 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 HCE at the consumer's expense. All facilities which are installed by HCE shall remain the property of HCE.
- ~~2-3.~~ The minimum contract period for service shall be one year.
- ~~3-4.~~ Consumers receiving electric service under this tariff are required to comply with all HCE policies; ~~Tariffs, Rules and Regulations;~~ IEEE standards for harmonic distortion and power factor requirements.
- ~~4-5.~~ Operation of all-electric loads will be subject to voltage flicker limits established by HCE.

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#### Terms of Payment

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



## HOLY CROSS ENERGY 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 HCE.~~

#### Type of Service

Unmetered electric service to small, fixed loads whose monthly usage can be reasonably established where HCE 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 per watt per month shall be \$0.061.

The Minimum Monthly Charge per device shall be not less than \$5.03 per device per month.

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

The WE CARE Rate Rider shall be applicable to this tariff.

#### Conditions of Service

1. ~~Service under this tariff is subject to the established Tariffs, Rules, and Regulations of HCE.~~
- 1-2. The above tariffs shall apply to fixtures and devices owned and installed by the consumer and attached to HCE facilities. For connection to HCE 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.
- 2-3. Consumers receiving electric service under this tariff are required to comply with all HCE policies; ~~Tariffs, Rules and Regulations;~~ IEEE standards for harmonic distortion and power factor requirements.
- 3-4. Operation of all-electric loads will be subject to voltage flicker limits established by HCE.

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#### Terms of Payment

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

## HOLY CROSS ENERGY 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 HCE.~~

#### Type of Service

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

#### Monthly Rate

Base Consumer Charge	\$ 100.00
Consumer Charge	\$ <del>62</del> 28.00
Demand Charge: Maximum Demand, per kW	\$ 6.11
Energy Charge, per kWh	\$ 0.07 <del>83</del>

#### 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 HCE 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; or
2. \$1.00 per kW per highest Maximum Demand billed in last 12 months. In the event no demand history is available, HCE 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 Cost Adjustment Rate Rider (ECA) shall be in addition to the Minimum Monthly Charge.

#### Conditions of Service

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

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**HOLY CROSS ENERGY  
ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS**

**Terms of Payment**

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

**HOLY CROSS ENERGY  
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 HCE under all Electric Rate Tariffs.

Note: For Residential Services - Time of Day - Optional and General Services - Time of Day - Optional electric rate tariffs, the ECA will be applied to both the on-peak and off-peak energy charges per kWh.

**Monthly Rate**

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 an ECA calculated as follows:

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

Where:

E = Electric Cost Adjustment (ECA)  
TM = Target Operating Margin  
PM = Projected Operating Margin  
S = Calendar year sales in kWh

Margin is defined as operating revenue minus expenses as reported on lines 1 and 20 of the CFC 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%<sup>2</sup>

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.

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

**HOLY CROSS ENERGY  
ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS**

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 HCE will be returned to members under HCE's established capital credit retirement policy.

## **HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS**

### **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 HCE under

- Residential Services – Small
- Residential Services – Large
- Residential Services – Time of Day – Optional
- General Services – Small
- General Services – Large and Irrigation
- General Services – Primary
- General Services – Time of Day – Optional
- General Services – Totalized Tariff
- General Services – 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 [smart electrification](#), [dispatchable energy](#), renewable energy generation, energy efficiency and energy 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 the Franchise or Utility Occupation Tax Rider, Snowmass Local Government Underground Surcharge, and 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)
- Green Power Rider - Optional
- Minimum Monthly Charge
- Off-Peak Energy Charge, per kWh
- On-Peak Energy Charge, per kWh
- Service "Loss Factor" Revenue Adjustment Rider

**HOLY CROSS ENERGY  
ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS**

**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 Marble
- Town of Minturn
- Town of Snowmass Village
- Town of Vail

## HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS

### ELECTRIC RATE TARIFF ADJUSTMENTS RENEWABLE ENERGY NET METERING SERVICE – OPTIONAL

#### **Applicability**

Applicable to HCE consumers who, at their electric service account location, own, operate and maintain an on-site eligible renewable energy generating system in parallel with the HCE electrical system, which has a nameplate output capacity of no greater than 25 kW.

Each system shall be designed to produce no more than 200% of the actual verified average monthly electric consumption of the service account as determined by HCE billing records (or projected average monthly consumption for new construction).

Net Metering Service is available to metered HCE consumers who are receiving electric service under the following electric rate tariffs:

- Residential Services – Small
- Residential Services – Large
- Residential Services – Time of Day – Optional
- General Services – Small
- General Services – Large and Irrigation
- General Services – Time of Day – Optional

or under a single meter.

Net Metering Service is subject to the established Tariffs, Rules and Regulations of HCE.

Eligible renewable energy generating systems shall be solar photovoltaic, wind, geothermal, biomass and hydroelectric, with or without energy storage. Energy storage under an approved HCE program may qualify for Net Metering Service. Consumers may apply to HCE for incentives as available.

#### **Type of Service**

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

#### **Net Metering**

Net metering shall be, for billing purposes, the net consumption at the HCE 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. Any consumer also enrolled in the Time of Day - Optional tariff will maintain distinct and separate accounts of excess production for On-Peak and Off-Peak times.

In the event that the operation of a renewable energy generating system results in net excess kWh production at the end of a consumer's March billing cycle of each year, or at the time a consumer ceases to receive electric service, HCE will pay the consumer for the excess kWh production at a rate equal to HCE's incremental cost of electricity supply from its primary wholesale requirements supply contract over the most recent calendar year.



## HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS

Consumer may choose to roll over the net excess kWh production from one year to the next. If a consumer so chooses this option, HCE will not pay the consumer for the excess kWh production at the time a consumer ceases to receive electric service from HCE. If a consumer desires to return to an annual true-up, any kWhs existing in roll over bank will be forfeited.

### **Monthly Rate**

All electric service delivered by HCE at its service meter will be billed at the consumer's applicable retail rate as specified in the applicable electric rate tariff. HCE 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 consumer's Minimum Monthly 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; or
2. A Minimum Monthly Charge equal to the Consumer Charge specified in the consumer's applicable electric rate tariff.

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 Cost Adjustment Rate Rider (ECA), as applicable, shall **be** assessed ~~be~~ in addition to the Minimum Monthly Charge.

### **Conditions of Service**

1. Each consumer that receives electric service from HCE and who also sells electric service to HCE under this tariff is required to comply with HCE's Interconnection Policy as in effect on the date of interconnection and to sign all of the standard form contracts and easements of HCE as required by HCE.
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 HCE 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**

HCE 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.

## HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS

### ELECTRIC RATE TARIFF ADJUSTMENTS DISTRIBUTED ENERGY RESOURCE GENERATION SERVICE - OPTIONAL

#### **Applicability**

Applicable to HCE consumers who, at their electric service account location, own, operate and maintain in parallel with the HCE electrical system an on-site eligible renewable energy generating system (with or without energy storage) which:

- ~~1. has a nameplate output capacity of not greater than 25 kilowatts (kW) and is designed to produce more than 120% of the actual verified average monthly electric consumption of the service account as determined by HCE billing records (or projected average monthly consumption for new construction); or~~
- 2.1. has a nameplate output capacity of greater than 25 kilowatts (kW) and not greater than 500 kilowatts (kW).

If an energy storage device is associated with the eligible renewable energy generating system, the maximum operating output from the energy storage device shall be added to the nameplate output capacity of the eligible renewable energy generating system for the purposes of determining the applicability of this tariff.

Distributed Energy Resource Generation Service is available to metered HCE consumers who are receiving electric service under the following electric rate tariffs:

~~Residential Services—Small  
Residential Services—Large  
General Services – Small  
General Services – Large and Irrigation~~

~~or under a single meter.~~

For avoidance of doubt, this tariff is available to HCE consumers, for generation metered separately from the load of their primary service account.

Distributed Energy Resource Generation Service is subject to the established Tariffs, Rules and Regulations of HCE.

Eligible renewable energy generating systems shall be solar photovoltaic, wind, geothermal, biomass and hydroelectric, with or without energy storage. The aggregate total nameplate capacity for all generation contracted by HCE under this tariff shall not exceed 3,000 kilowatts (kW) annually. Consumers may apply to HCE for incentives as available.

#### **Type of Service**

Single-phase and three-phase service at HCE's standard secondary voltages. Frequency and voltage variation limits shall be subject to electric industry standards and as specified in the Interconnection Agreement.

#### **Metering and Billing**

HCE shall install and maintain (at the consumer's expense) an EMS meter capable of recording net energy usage or generation and capable of being read remotely. Net usage and net generation will be recorded in separate meter registers. On a monthly basis, HCE 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 rates and terms described on the consumer's applicable retail electricity tariff. Dollar credits for the consumer's net generation shall be calculated using the rates and terms described below. If the credits for the electric energy 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 energy generated by the consumer are greater

Effective April 1, 2024

## **HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS**

than the charge for the electric services provided to the consumer, HCE will pay the net difference to the consumer.

### **Monthly Rate**

Consumer Charge: Shall equal the Consumer Charge for the General Services – Small tariff.

Purchase Price: The monthly rate shall be equal to HCE's incremental cost of electricity supply from its primary wholesale requirements supply contract over the most recent calendar year. The monthly rate may be altered by HCE 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.

A member enrolled in this program may nominate multiple retail member meters for proportional crediting of HCE payments for renewable production made pursuant to this tariff. HCE will administer a proportional allocation of production credits to those nominated accounts, with the proportion based upon the ratio of individual nominated accounts to the total consumption of nominated accounts. HCE may retain a monthly bill credit management fee based upon its costs for administration of this tariff. Such bill credit management fee shall be determined by HCE and may be updated on an annual basis.

Energy usage is subject to any and all Rate Riders specified in the applicable tariff. All electric service delivered by HCE 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.

### **Conditions of Service**

1. Consumers receiving electric service under this tariff are required to comply with all HCE policies; Tariffs, Rules and Regulations, as well as terms of the Interconnection Agreement including but not limited to IEEE standards for harmonic distortion, and power factor requirements.
2. Consumers receiving electric service under this tariff are required to assign all RECs from the facility to HCE for the period that the consumer receives service under this tariff.
3. Based on system size limits under this tariff, consumers' renewable generation is exempt under current state and federal rules from qualifying facility resource designation under the Public Utility Regulatory Policy Act (PURPA). However, if state or federal rules are amended to remove this exemption, Consumers receiving service under this tariff agree to obtain certification under PURPA as a qualifying facility.

### **Other Terms**

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

## HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS

### ELECTRIC RATE TARIFF ADJUSTMENTS RENEWABLE GENERATION SERVICE - OPTIONAL

#### Applicability

Applicable to HCE consumers who, at their electric service account location, own, operate and maintain an on-site eligible renewable energy generating system in parallel with the HCE 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 HCE billing records (or projected annual consumption for new construction).

Renewable Generation Service - Optional is available to metered HCE consumers who are receiving electric service under the following electric rate tariffs:

Residential Services – Small

Residential Services – Large

General Services – Small

General Services – Large and Irrigation

or under a single meter.

Renewable Generation Service – Optional is subject to the established Tariffs, Rules and Regulations of HCE. **Consumers must submit a completed Interconnection Application no later than December 31, 2018, to be eligible for service under this tariff.**

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Eligible renewable energy generating systems shall be solar photovoltaic and hydroelectric. The aggregate total nameplate capacity for all generation under this tariff shall not exceed 3,000 kW and the aggregate total nameplate capacity for all hydroelectric generation under this tariff shall not exceed 1,000 kW. Consumers may apply to HCE for incentives as available.

At its sole discretion, HCE 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 HCE incentives for which they would otherwise qualify.

#### Type of Service

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

#### Metering and Billing

HCE 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, HCE 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

## HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS

service generated by the consumer are greater than the charge for the electric services provided to the consumer, HCE will pay the net difference to the consumer.

### Example 1:

Consumer receiving service under Electric Residential Services – Small 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:	$\$13.00 + 3,618 \text{ kWh} \times \$-0.09200/\text{kWh}$	=	<u>\$-319.86</u>
Net bill due from consumer:		=	\$ 35.23

### Example 2:

Consumer receiving service under 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:	$\$13.00 + 29,231 \text{ kWh} \times \$-0.09200/\text{kWh}$	=	<u>\$-2,676.25</u>
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 2017 shall be \$0.09384/kWh for the first 2,000 kW of Capacity and \$0.08500/kWh for the remaining 1,000 kW of capacity receiving service under this tariff adjustment. The available price shall be assigned to each project on a first-come, first-served basis determined by the date HCE receives a completed interconnection application. The monthly rate may be altered by HCE 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 HCE 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, or
2. The Minimum Monthly Charge specified in the consumer's applicable rate plus the Minimum Monthly Charge specified under this rate.

## **HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS**

The 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 HCE 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 HCE.
3. Consumers receiving electric service under this tariff are required to assign all RECs from the facility to HCE 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.

## HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS

### ELECTRIC TARIFF RATE ADJUSTMENTS ~~GREEN-POWER-PuRE~~ RIDER - OPTIONAL

#### Availability

Available to all HCE consumers that are receiving electric service under an existing tariff except as described in the consumer's existing tariff or below. Participation in the program is limited by availability of electric energy from the sources described below.

This tariff is not available to metered HCE consumers who are receiving electric service subject to the following electric rate tariff adjustments:

Renewable Generation Service – Optional

~~Distributed Energy Resource Generation Service – Optional~~

Prepaid Metering Program – Optional

Manual Meter Read Rider – Optional

or any consumer using a Budget Billing Plan.

Service under this tariff is subject to the established Tariffs, Rules and Regulations of HCE.

#### 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:

Wind	\$ <del>1-25-25</del> / <del>month</del> 100-kWh
Hydroelectric	\$ <del>1-75-30</del> / <del>month</del> 100-kWh
Solar	\$ <del>2-00-35</del> / <del>month</del> 100-kWh

Consumers using more than 200,000 kWh annually may be required to use the Block Purchase Option. ~~This option is no longer available as of April 1, 2024.~~

##### **100% Offset Option**

For 100% of the metered electricity purchased from HCE on a per kWh basis, with ~~metered purchase volume the rate~~ reduced by the ~~annual~~ renewable energy content percentage available from HCE's default supply:

Wind	\$0.00 <del>125</del> /kWh
Hydroelectric	\$0.01 <del>75003</del> /kWh
Solar	\$0.00 <del>35200</del> /kWh

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

Note: HCE will retire Renewable Energy Credits from generators using the above described technologies each calendar year in quantities equal to the ~~block sales and metered volume reduced by the renewable energy content percentage for consumers on the 100% Offset. of electricity under this tariff.~~

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## **HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS**

### **ELECTRIC TARIFF RATE ADJUSTMENTS DISTRIBUTED ENERGY RESOURCE SERVICE AGREEMENT - OPTIONAL**

#### **Availability**

Available to any HCE consumer who receives electric service under any of the listed existing rate tariffs (except those with Rate Codes 70, 71, 72 or 74) and that meets the additional qualifications below.

Availability may further be limited at HCE's discretion, based on program rules that will be made publicly available on HCE's website and may be amended from time to time. This rate tariff may be rescinded at any time and any enrolled consumer will continue with any existing contractual relation with HCE, and no new consumers will be enrolled in the program.

Service under this service agreement tariff is subject to the established Tariffs, Rules and Regulations of HCE.

#### **Type of Service**

Electric service from one or more eligible Distributed Energy Resources (DER) located on the customer side of the point of delivery at the service location, specifically defined in DER program rules made available on HCE's website.

As established from time to time in the program rules, HCE will initially pay for some or all of the upfront costs of one or more specified DER at the premises of the consumer. The consumer will pay to HCE an additional rate that will reflect HCE's costs for the program. HCE will own and maintain the DER for the length of the DER additional rate agreement entered between HCE and the consumer.

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 DER. HCE may assist the consumer in procuring and installing the DER based on the DER specific program rules. HCE will require operational control of the DER based on parameters set in each DER specific program rules.

#### **Monthly Rate**

The consumer will pay HCE all of its costs through a monthly fixed rate for the costs incurred by HCE for the actual cost of the equipment, installation and operation of the DER and for other costs (including administrative costs and any associated cost of capital) associated with this tariff. HCE may waive certain costs at its discretion based on each DER specific program rules.

Any charges associated with this tariff shall be in addition to the monthly charges of the consumer's existing electric service rate tariff and any other applicable rate tariffs. A separate charge shall be shown for each DER subject to this tariff.

#### **Term of Agreement**

In order to be eligible for this optional service, the consumer applicant must enter into a Distributed Energy Resource Service Agreement for a defined term based on the DER specific program rules.

At the end of the Term of Agreement as defined in the program rules, HCE will transfer ownership of the DER to the consumer, along with all obligations associated with maintenance and operation of the DER.



## HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS

### Qualification

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

- a. Must have been an HCE 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.

\*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 HCE's Tariffs, Rules and Regulations.

### Terms and Conditions

1. Consumer grants an irrevocable license to HCE for the operation of the DER on the premises during the Term of Agreement, which license shall end after the removal of the DER facilities from the premises or the transfer of ownership to the customer.
2. If the consumer moves or discontinues service at the premises at which the DER is installed prior to the expiration of the Term of Agreement, then the consumer may be required to pay ~~the cost of disconnection of the DER and to return the DER equipment to HCE undamaged except for normal wear and tear, and the consumer may pay the~~ remaining amount due for the remainder of the Term of the Agreement.
3. The payment obligation under this Agreement shall be treated the same as charges for electric service for purposes according to HCE's Rules and Regulations. Failure to make payment may, in addition to other rights of HCE under law, result in disconnection of electric service in accordance with HCE's Tariffs, Rules and Regulations.
4. Payment of any amount due under this program is the personal obligation of the consumer and cannot be discharged or assumed by another person without the prior written consent of HCE. A successor in possession or ownership of the premises upon which the DER and improvements were installed may be required by HCE to pay the balance of the rate amount due for the installed DER and improvements. The consumer agrees to advise all successors in possession or ownership of the premises upon which the DER and improvements were installed that the additional amount due portion of the billing will continue to be paid by such successor unless such amount due to HCE is paid in full.
5. HCE has its rights under law for nonpayment of any amount due to HCE, including without limitation the right to terminate electric service to the consumer and any successor in possession or ownership of the premises upon which the DER and improvements were installed, and the right to terminate any other electric service provided by HCE to the consumer at any location in the event of any default in payment of any amount due to HCE including without limitation the amount of the cost as determined under this program and other charges.
6. All information gathered by HCE in the application for and the administration of the payment for the DER and improvements and for the granting of electric service to the premises is governed by the provisions of the Rules and Regulations of HCE which may be amended from time to time.

## HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS

7. If the consumer defaults in payment of the amount due under this Agreement or other electric service, then the consumer may not participate in any existing or future benefit or subsidy program established by HCE.
8. All payments received from the consumer will first be applied to any amount due under this program and then to all amounts due to HCE for electric and other service and then applied to any other amount due to HCE.
9. HCE does not warrant the DER improvements or the quality of workmanship in the installation of the DER improvements. HCE disclaims any and all express or implied warranty of the DER improvements including without limitation any implied warranty of fitness for a particular purpose, merchantability, usability and habitability.
10. If the premises upon which the DER improvement was installed is destroyed or damaged from any cause, the consumer shall still be liable for payment of all amounts due to HCE under this Agreement. If the premises upon which the DER improvement was installed is partially or totally vacant, the consumer shall still be liable for payment of all amounts due to HCE under this Agreement. The consumer shall insure the cost of replacement of the DER ~~and shall show the interests of HCE under the terms of the service agreement as a loss payee.~~
11. To the maximum extent permitted by law the consumer shall defend, indemnify, and hold harmless HCE and HCE'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 HCE'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 service agreement and the installation and operation of the DER, or the materials or equipment supplied or services performed by HCE, its subcontractors and suppliers of any tier.
12. For the duration of the customer's participation in the program, consumer agrees that HCE is entitled to all Green Attributes (such as Renewable Energy Credits, or carbon offsets, as may be applicable) and/or tax benefits (the assignment of which may be modified based on DER program specific rules or agreements) of any kind or nature associated with the DER, and consumer hereby conveys to HCE all present and future rights to such Green Attributes and/or tax benefits, and agrees to take all further steps required to effect such transfer to HCE at the time of any such delivery.
13. Responsibilities, understandings and authorizations of consumer, HCE, landlord (if applicable) and participating contractor shall be evidenced by written agreements, notifications and disclosures/consents, the forms of which are prepared by HCE and are made a part of this Tariff.
14. HCE's Tariffs, Rules and Regulations are subject to change at any time. HCE shall not be liable for any losses associated with investment or program enrollment decisions should this program or other rates change in the future.

## **HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS**

### **ELECTRIC TARIFF RATE ADJUSTMENTS DISTRIBUTION FLEXIBILITY PROGRAM – OPTIONAL**

#### **Availability**

Available to any HCE consumer who receives electric service under any of the listed existing rate tariffs (except those with Rate Codes 70, 71, 72 or 74) and that meet the additional qualifications below.

Availability may be further limited at HCE's discretion, based on program rules that will be made publicly available on HCE's website and may be amended from time to time. This rate tariff may be rescinded at any time and any enrolled consumer will immediately cease receiving any bill credit as of the date of termination of this tariff.

Any Consumer may be limited from enrollment in other programs and optional tariffs based on the DF specific program rules for each eligible measure.

Service under this tariff is subject to the established Tariffs, Rules and Regulations of HCE.

#### **Type of Service**

The Distribution Flexibility (DF) tariff is available for service to any consumer who will give to HCE operational control over the consumer's approved, controllable Distributed Energy Resource (DER) or other approved demand response devices.

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 DER. HCE may assist the consumer in procuring and installing the DER based on the DF specific program rules.

HCE will publish, on its website, the DF program rules with approved measures and incentives for this DF tariff which may be amended from time to time.

#### **Rate**

A bill credit amount will be calculated by HCE based on each approved measure and demand response performance and will be evidenced by a written agreement between HCE and the consumer.

#### **Terms and Conditions**

1. Consumer grants an irrevocable license to HCE for entry on the premises and for operation of any facilities for control and for the operation of the DER on the premises as long as the consumer remains enrolled in the DF program.
2. HCE reserves the right not to give the bill credit for any month when the actions or negligence of the consumer cause HCE to lose operational control of the DER.
3. HCE may evaluate and consider all relevant conditions, including but not limited to forecasted and actual peak hours, forecasted and actual renewable generation, temperature, system load conditions, system operation needs, energy market conditions and other emergency conditions in determining whether to initiate operational control over the customer's DER.

## HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS

4. HCE disclaims any and all express or implied warranty of the DER improvements including without limitation any implied warranty of fitness for a particular purpose, merchantability, usability and habitability.
5. To the maximum extent permitted by law the consumer shall defend, indemnify, and hold harmless HCE and HCE'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 any person (including but not limited to the consumer's employees) and loss, damage to, or destruction of HCE'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 DF tariff and the installation and operation of the DER, or the materials or equipment supplied or services performed by HCE, its subcontractors and suppliers of any tier.
6. For the duration of the consumer's participation in the DF program, consumer agrees that HCE is entitled to all Green Attributes (such as Renewable Energy Credits, or carbon offsets or greenhouse gas emissions credits, as may be applicable) and/or tax benefits (the assignment of which may be modified based on DER program specific rules or agreements) of any kind or nature associated with the DER, and consumer hereby conveys to HCE all present and future rights to such Green Attributes and/or tax benefits, and agrees to take all further steps required to effect such transfer to HCE at the time of any such delivery.
7. HCE's Tariffs, Rules and Regulations and program rules are subject to change at any time. HCE shall not be liable for any losses associated with investment or program enrollment decisions should this program or other rates change in the future.
8. HCE may, at any time, terminate a consumer's participation in the DF program if the consumer violates the terms and conditions of the DF program.

## HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS

### ELECTRIC TARIFF RATE ADJUSTMENTS PEAK TIME ~~REBATE~~ PAYBACK (PTR) PROGRAM - OPTIONAL

#### Availability

Available to any HCE consumer who receives electric service under any of the listed existing rate tariffs (except those with Rate Codes 70, 71, 72 or 74) and that meets the additional qualifications below.

Availability may be further limited at HCE's discretion, based on program rules that will be made publicly available on HCE's website and may be amended from time to time. This rate tariff may be rescinded at any time and any enrolled consumer will immediately cease receiving any bill credit as of the date of termination of this tariff.

~~For the period of July 1, 2019 through March 1, 2020 only, the Peak-Time Rebate (PTR) tariff is available to the first 20 consumers enrolled and is additionally limited to General Services consumers whose annual maximum demand is 50kW or greater.~~

~~Following this initial enrollment period, this tariff is available to all HCE consumers.~~

Consumers enrolled in this service must have an Enhanced Metering System (EMS) meter. ~~If a consumer desires to enroll in this PTR tariff and the consumer does not have an EMS meter, then an EMS meter shall be installed under the terms of HCE's line extension policy.~~

Service under this tariff is subject to the established Tariffs, Rules and Regulations of HCE.

#### Type of Service

The ~~PTPR~~ tariff is available for any consumer whose electric demand can be reduced during periods of high demand on HCE's distribution system.

HCE will give a billing credit against the amount due by the consumer to HCE at the rate set out in this ~~PTPR~~ tariff for measured actual usage compared to the expected consumer baseline usage as determined by HCE.

#### Monthly Rate

A bill credit of \$1.~~50~~0/kWh will be paid for each kWh of actual reduction in consumption (as determined by HCE) during each Critical ~~PTPR~~ event. A bill credit of \$0.~~50~~75/kWh will be paid for each kWh of actual reduction in consumption during each High ~~PTPR~~ event.

A Critical ~~PTPR~~ event is defined as: a time interval during which HCE, in its discretion, considers high probability of a system peak coincidence with the requirements of its wholesale energy supplier(s), or considers a high need for reduced load based on system load conditions, operation needs, energy market conditions, and other emergency conditions.

A High ~~PTPR~~ event is defined as: a time interval during which HCE, in its discretion, considers possible for a system peak coincidence with the requirements of its wholesale energy supplier(s), or considers a need for reduced load based on system load conditions, operation needs, energy market conditions, and other emergency conditions.

The actual reduction in consumption will be measured using an expected consumer-specific baseline determined by HCE. The bill credit will be paid out for any ~~PTPR~~ event in which the actual reduction in consumption is greater than zero. If no ~~PTPR~~ events are issued by HCE, or the

## HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS

actual reduction in consumption is less than or equal to zero, then no PTPR bill credit will be given.

### Terms and Conditions

1. Peak Time Expectations:
  - a. PTPR events will most commonly take place between the hours of 4 p.m. and 9 p.m. on the days when PTPR events are issued by HCE.
  - b. Peak events are expected to last 2-3 hours in duration.
  - c. HCE will target a limit of 96120 PTPR events hours in a calendar year, although that limit can be revised if conditions warrant.
2. Peak Time Event Initiation:
  - a. A PTPR event may be issued by HCE on any day of the year.
  - b. PTPR events will be scheduled the day-ahead of expected peak conditions.
  - c. A PTPR event may also be scheduled the day of an event if warranted by HCE.
  - d. HCE may evaluate and consider all relevant conditions, including without limitation forecasted peak hours, temperature, system load conditions, system operation needs, energy market conditions, and other emergency conditions in determining whether to initiate a PTPR event.
  - e. HCE owns the right to initiate any combination of Critical and High PTPR events.
  - f. HCE owns the right to initiate no PTPR events in any given month.
3. Event Cancellation: HCE owns the right, at its sole discretion, to cancel or terminate a PTPR event prior to its scheduled conclusion.
4. Multiple Program/Rate Participation: A consumer may participate simultaneously in the PTPR and other programs and optional rates unless explicitly prohibited by the tariff or program contract.
5. Expected Consumer Baseline (ECB): An ECB is a consumer-specific calculation that will be calculated for each event.
  - a. The ECB will be calculated based on historical consumption data for the PTPR event period and will exclude other PTPR event days.
  - b. HCE may, at its discretion, standardize or develop varying baseline calculations depending on billing capabilities and the load characteristics of the consumer to ensure fairness and equity.
6. Actual Reduction in Consumption: The actual reduction in consumption will be calculated as the difference between the consumer's total usage during each PTPR event and the ECB calculated for each event. The actual reduction in consumption will be rounded to the nearest whole kWh.
7. Event Notification/Communication: HCE will notify enrolled consumers of PTPR events by electronic notification, posting notification on HCE's website, or other methods that may be developed and opted-in to by the consumer. Each consumer shall agree to be enrolled in e-mail notification and text message notification.
8. Failure to Reduce Energy: No bill credit will be granted if the reduction in consumption is less than or equal to zero as compared with the ECB determined by HCE.
9. For the duration of the consumer's participation in the PTPR tariff program, consumer agrees that HCE is entitled to all Green Attributes (such as Renewable Energy Credits, or carbon offsets, as may be applicable) and/or tax benefits of any kind or nature

## **HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS**

associated with the ~~DER~~ program, and consumer hereby conveys to HCE all present and future rights to such Green Attributes and/or tax benefits, and agrees to take all further steps required to effect such transfer to HCE at the time of any such delivery.

10. HCE's Tariffs, Rules and Regulations and program rules are subject to change at any time. HCE shall not be liable for any losses associated with investment or program enrollment decisions should this program or other rates change in the future.
11. Consumer agrees to allow HCE to inspect the consumer's ~~DER~~ facilities and the consumer's premises for the purpose of evaluating the consumer's electric demand reduction techniques if any metering data discrepancies arise.
12. HCE may, at any time, terminate a consumer's participation in the ~~PT~~ program if the consumer violates the terms and conditions of this program.

## HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS

### ELECTRIC TARIFF RATE ADJUSTMENTS DYNAMIC RENEWABLE PRICING – OPTIONAL

#### Availability

Available to any HCE consumer who receives electric service under any of the listed existing rate tariffs (except those with Rate Codes 70, 71, 72 or 74) and that meets the additional qualifications below.

Availability may be further limited at HCE's discretion, based on program rules that will be made publicly available on HCE's website and may be amended from time to time. This rate tariff may be rescinded at any time and any enrolled consumer will immediately cease receiving any bill credit as of the date of termination of this tariff.

~~For the period of January 1, 2020 through December 31, 2021, this Dynamic Renewable Pricing (DRP) tariff is available to the first 20 consumers enrolled and is additionally limited to General Services consumers whose annual maximum demand is 50kW or greater.~~

~~Following the enrollment period of January 1, 2020 through December 31, 2021, HCE will evaluate the initial pilot results and perform a feasibility study of expanding the program. HCE may extend availability to some or all HCE consumers receiving electric service under an existing rate tariff based on amended program rules that will be made publicly available on HCE's website.~~

~~Consumers enrolled in this service must have an Enhanced Metering System (EMS) meter. If a consumer desires to enroll in this DRP tariff and the consumer does not have an EMS meter, then an EMS meter shall be installed under the terms of HCE's line extension policy.~~

Service under this tariff is subject to the established Tariffs, Rules and Regulations of HCE.

#### Type of Service

The DRP tariff is available for any consumer whose electric demand can be increased during periods of high renewable production and economic market signals.

HCE will give a billing credit against the amount due by the consumer to HCE at a specified rate for measured actual usage compared to the expected consumer baseline usage as determined by HCE.

#### Monthly Rate

A bill credit will be paid for each kWh of actual increase in consumption (as determined by HCE) during each DRP event. The kWh rate will be credited based on forecasted market conditions and may vary from event to event. The kWh rate will be specified during each event and communicated in the event notification.

A DRP event is defined as: a time interval during which HCE, in its discretion, considers high probability of renewable supply greater than forecasted load, or considers a high need for increased load based on energy market conditions or other wholesale or transmission operational needs.

The actual increase in consumption will be measured using an expected consumer-specific baseline determined by HCE. The bill credit will be paid out for any DRP event in which the actual increase in consumption over the baseline is greater than zero. If no DRP events are



## HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS

issued by HCE, or the actual increase in consumption is less than or equal to zero, then no DRP bill credit will be given.

### **Terms and Conditions**

1. DRP Event Expectations:
  - a) DRP events will most commonly take place between the hours of 11 p.m. and 6 a.m., and between 1 p.m. and 5 p.m. on the days when DRP events are issued by HCE.
  - b) DRP events are expected to last 3-10 hours in duration.
  - c) HCE anticipates around 85 days may include DRP events.
  - d) HCE will target a limit of 300 DRP event hours in a calendar year, although that limit can be revised if conditions warrant.
2. DRP Event Initiation:
  - a) A DRP event may be issued by HCE on any day of the year.
  - b) DRP events will be scheduled the day-ahead of the event.
  - c) A DRP event may also be scheduled the day of an event if warranted by HCE.
  - d) HCE may evaluate and consider all relevant conditions, including without limitation forecasted generation, temperature, system load conditions, system operation needs, energy market conditions, transmission system conditions, and other emergency conditions in determining whether to initiate a DRP event.
  - e) HCE owns the right to initiate any event days and any duration of events.
  - f) HCE owns the right to initiate no DRP events in any given month.
3. Event Cancellation: HCE owns the right, at its sole discretion, to cancel or terminate a DRP event prior to its schedule conclusion.
4. Multiple Program/Rate Participation: A consumer may participate simultaneously in the DRP and other programs and optional rates unless explicitly prohibited by the tariff or program contract.
5. Expected Consumer Baseline (ECB): An ECB is a consumer-specific calculation that will be calculated for each event.
  - a) The ECB will be calculated based on historical consumption data for the DRP event period and will exclude other DRP event days.
  - b) HCE may, at its discretion, standardize or develop varying baseline calculations depending on billing capabilities and the load characteristics of the consumer to ensure fairness and equity.
6. Actual Increase in Consumption: The actual increase in consumption will be calculated as the difference between the consumer's total usage during each DRP event and the ECB calculated for each event. The actual increase in consumption will be rounded to the nearest whole kWh.
7. Event Notification/Communication: HCE will notify enrolled consumers of DRP events by electronic notification, posting notification on HCE's website, or other methods that may be developed and opted-in to by the consumer. Each participating consumer shall agree to be enrolled in e-mail notification and text message notification.
8. Failure to Increase Energy: No bill credit will be granted if the increase in consumption is less than or equal to zero as compared with the ECB determined by HCE.

**HOLY CROSS ENERGY  
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9. For the duration of the consumer's participation in the DRP tariff program, consumer agrees that HCE is entitled to all Green Attributes (such as Renewable Energy Credits, or carbon offsets, as may be applicable) and/or tax benefits of any kind or nature associated with participation, and consumer hereby conveys to HCE all present and future rights to such Green Attributes and/or tax benefits, and agrees to take all further steps required to effect such transfer to HCE at the time of any such delivery.
10. HCE's Tariffs, Rules and Regulations and program rules are subject to change at any time. HCE shall not be liable for any losses associated with investment or program enrollment decisions should this program or other rates change in the future.
11. Consumer agrees to allow HCE to inspect the consumer's DER facilities and the consumer's premises for the purpose of evaluating the consumer's electric demand increase techniques if any metering data discrepancies arise.
12. HCE may, at any time, terminate a consumer's participation in the DRP program if the consumer violates the terms and conditions of this program.

**HOLY CROSS ENERGY  
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**ELECTRIC TARIFF RATE 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 HCE 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 HCE and the annual projected surcharge. This adjustment, if required, will be effective beginning with the May billing for the following year.

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**ELECTRIC TARIFF RATE 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 HCE 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 HCE guidelines.

**HOLY CROSS ENERGY  
ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS**

**ELECTRIC TARIFF RATE ADJUSTMENTS  
SURCHARGE OF SPECIAL TAXES RIDER**

**Applicability**

Applicable to all classes of electric service.

**Policy**

HCE reserves the right to surcharge or pass on any tax or assessment which may be levied against HCE 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.

## **HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS**

### **ELECTRIC TARIFF RATE ADJUSTMENTS POWER FACTOR ADJUSTMENT RIDER**

#### **Applicability**

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

#### **Policy**

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

In the event a system condition exists due to lagging or leading power factor in a degree sufficient to impair HCE'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 HCE. 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 HCE's facilities.

If the consumer fails to correct the voltage condition within 12 months after receiving written notification from HCE to correct the condition, HCE shall impose a monthly adjustment, as determined by HCE, 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 HCE to correct the condition, HCE shall impose, as determined by HCE, 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 HCE determines that unacceptable progress, to correct the problem, continues. HCE shall provide six months written notice prior to termination of service. Service will be reinstated when the problem is corrected.

## **HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS**

### **ELECTRIC TARIFF RATE ADJUSTMENTS MANUAL METER READ RIDER - OPTIONAL**

#### **Applicability**

Applicable to all HCE 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 HCE.

#### **Policy**

In the event a consumer affirmatively desires (as demonstrated by a written agreement provided by HCE that must be signed by the consumer) not to participate in HCE's Enhanced Metering System (EMS), then the consumer may elect to have a conventional digital meter provided by HCE installed by HCE 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 HCE's employees continued unrestricted access to the consumer's premises for all HCE purposes, including without limitation: meter reading and equipment maintenance and as otherwise provided in the Tariffs, Rules and Regulations of HCE.
2. Consumers who elect Manual Meter Reading will pay a monthly meter reading fee of \$1~~50~~.00 per the applicable rate tariff. HCE 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 HCE's current or future enhanced services that rely on functions of the EMS meters, including, without limitation, time of use tariffs, and Prepaid Metering programs.
5. Any consumer who has had a disconnect of electric service on any meter on the HCE 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 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: \$1~~50~~.00 x 4/ 12 = \$~~53.33~~).

## **HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS**

### **ELECTRIC TARIFF RATE ADJUSTMENTS PREPAID METERING PROGRAM - OPTIONAL**

#### **Applicability**

Applicable to all HCE retail consumers with a 2S or 12S EMS meter receiving electric service under the Residential Services – Small electric rate tariff, and not receiving Electric Service that is subject to the HCE Renewable Net Metering Service Adjustment and Renewable Generation Service.

#### **Policy**

A Consumer may choose to establish a Prepaid Metering Account and prepay for electric service under the terms and conditions of HCE'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 HCE, and HCE may deny a Consumer's request for participation or remove a Consumer from the Program at any time, without notice. Additionally, HCE'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 Consumers**

1. If an applicant for electric service in the Program is not already a connected Consumer receiving electric service from HCE, then the applicant shall pay HCE a minimum balance payment plus any connect and/or applicable fees as fixed by HCE'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 HCE by exhaustion of the credit balance is not considered a disconnection of electric service under the Tariffs, Rules and Regulations of HCE.
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 HCE's Tariffs, Rules and Regulations. A Participant will not receive a monthly bill in any form or format for electric service.

##### **B. Existing Consumers**

1. If an existing Consumer wishes to convert from an existing electric account to a Prepaid Metering account under the Program, then any applicable deposit of the Consumer from their existing account and any accrued interest on the deposit will be converted to the Consumer'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 Consumer must pay the balance to achieve the minimum balance in order to join the Program.



## **HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS**

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 Consumer whose electric service has been disconnected for nonpayment prior to entering the Program, and any Consumer who has a past due balance owed on any account may enter the Program on the following terms: Such an existing Consumer shall utilize a debt recovery mechanism which will collect any prior balance that may exist when the Consumer elects Prepaid Metering. 50% of any amount paid by the Consumer 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. HCE 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 HCE with the Participant's current and correct contact information for such notice message. It is not HCE's responsibility to verify that the notice message was delivered or received by the Participant. HCE may terminate electric service even if HCE does not or cannot deliver the notice message. HCE 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 zero balance or with any amount due to HCE may have electric service terminated without prior notice of any kind and collection fee may be assessed. Termination of electric service by HCE by exhaustion of the credit balance is not considered a disconnection of electric service under the Tariffs, Rules and Regulations of HCE.
2. Any charges incurred by HCE 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 zero balance or deficit, then HCE 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 Consumer's last known mailing address shown on the records of HCE. By entering the Program, the former Consumer agrees to immediately pay any unpaid balance owed to HCE.
4. A former Consumer 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 HCE. A former Consumer who requests restoration of Electric Service after a prepaid account has become inactive may establish a new (not prepaid) account with HCE for electric service provided to the location under the Tariffs, Rules and Regulations of HCE.

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**D. Reconnection of Service**

Prior to reconnection of electric service after a termination of electric service, a Participant shall:

1. pay all amounts due to HCE before HCE will restore electric service; and
2. pay the minimum balance to be credited towards future energy use before electric service is restored.

**E. Consumer 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 HCE'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 HCE'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.

## HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS

### 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 HCE.

#### 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 *** (minimum charge of two hours if outside 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 HCE are Monday through Thursday, 7:00 A.M. to ~~4:30 P.M., and Friday, 7:00 A.M. to 2:30 P.M.~~ HCE 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 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 HCE.

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

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**CHARGES FOR RENDERING SERVICE  
GENERATION INTERCONNECTION APPLICATION CHARGES**

**Applicability**

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

**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 HCE 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 less than or equal to 100 kW	\$ 100.00
For generators with a nameplate capacity greater than 100 kW	\$ 250.00

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**CHARGES FOR RENDERING SERVICE  
PAYMENT OF BILLS AND COLLECTION CHARGES**

**Applicability:**

Applicable to all classes of electric service.

**Policy**

HCE 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.

**Charges**

~~Bills unpaid 30 days from the payment due date are subject to a Late Payment Charge:~~ A Collection Fee will be assessed for HCE'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.

<del>Late Payment Charge, per account</del>	<del>\$—5.00</del>
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.

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**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 HCE 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.

Non-Sufficient Fund (NSF) Processing Fee, per check	\$ <del>35</del> 20.00
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Any fee charged to HCE 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
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## **HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS**

### **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 HCE's Electric Service Tariffs, Rules or Regulations.

A consumer will be advised in writing of their failure to comply with any of HCE'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 HCE'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 HCE'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.

## **HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS**

### **FACILITIES**

#### **3000 CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATIONS**

The plant, equipment, and facilities of HCE 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 HCE 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**

HCE 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 HCE shall be maintained for at least three years and will be available for inspection at HCE's Glenwood Springs office during regular business hours.

#### **3002 OUTAGE RECORDS**

HCE shall keep a record of every electric service interruption known to HCE including forced outages caused by events outside HCE'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 HCE'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, HCE 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, HCE 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.



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- C. Should HCE conduct an internal investigation of the incident, HCE 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. HCE 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, HCE 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](mailto:PUC@dora.state.co.us).
- B. Within 15 calendar days after the end of a major event, HCE 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 HCE's dispatch center began treating the situation as a major event; and the date and time when HCE 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 HCE 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 HCE, which affidavit verifies the information in the report.

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### **3012 SUPPLEMENTAL OR ADDITIONAL MAJOR EVENT REPORTING**

- A. With respect to generation and transmission disturbances, HCE 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, HCE 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, HCE shall furnish to the Commission a report in which HCE 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. HCE 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. HCE shall install and maintain such distribution facilities and service connections thereto consistent with standard utility practice.

### **3030 LINE EXTENSION**

The following Line Extension Policy is applicable in the entire HCE service area:

#### **A. GENERAL PROVISIONS**

HCE 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 HCE's distribution system or request an increase of existing service to premises already connected and where such increase necessitates an additional investment, HCE, 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 HCE 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.

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4. Extensions of HCE's distribution system will be made only on right of ways acceptable to HCE 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 HCE have been met.
5. HCE 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 HCE. 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 HCE, 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 HCE, a construction advance of not less than \$2,000 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 HCE in preparing the engineering studies and investigations will be refunded to the Applicant when final cost accounting has been completed.
9. HCE 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, HCE 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 HCE. The access route provided to such approved locations is not to be changed or blocked for any reason without approval by HCE.

### **B. SERVICE CLASSIFICATIONS**

For the purpose of extension of facilities, HCE 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.

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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**

HCE 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: Monthly Minimum for full year service or Annual Minimum for seasonal service) with HCE 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 HCE 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 HCE at the time the application for extension is made and will be based on the Applicant's description of proposed usage and HCE'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, HCE will pro-rate the cost of those sections of the extension used in common to each affected Applicant.

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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 HCE'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 HCE. 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 HCE.

### **D. INDETERMINATE SERVICE LINE EXTENSION**

HCE 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 HCE 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), HCE 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 HCE as a contribution in aid of construction.
6. HCE 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.

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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 HCE 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) HCE 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 HCE.
  - b) HCE will provide service to Applicants within individual lots by separate service agreement between HCE and the Owner of each lot in accordance with established Line Extension Policy and Tariffs, Rules and Regulations of HCE 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 HCE.
  - d) The Developer will provide to HCE 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 HCE.
  - e) The Developer will provide permanent right of ways and easements acceptable to HCE 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 HCE.

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### **E. RELOCATION OF FACILITIES**

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

1. HCE 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. HCE 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 HCE's designated transformer during the same construction season that the relocation project is completed.
3. HCE 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 HCE.
4. HCE 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 HCE.
6. HCE 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 HCE.

### **F. TEMPORARY SERVICE LINE EXTENSION**

HCE will extend service of this class to Applicants upon the following terms and conditions provided that if in the opinion of HCE 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 HCE 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.

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**G. TAP FEES**

1. The following definitions are for use within this Rule:
  - a) "Line" means a power line owned by HCE 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 HCE 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 HCE 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



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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:
- d) 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.
  - e) 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.

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- f) 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.
- g) 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.
- h) 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.

### **3031 SYSTEM UPGRADES DUE TO DISTRIBUTED ENERGY RESOURCES**

The following Policy on System Upgrades Due to Distributed Energy Resources is applicable in the entire HCE service area, and is supplemental to the Line Extension Policy and all other tariffs, rules and regulations of HCE:

#### **A. GENERAL PROVISIONS**

HCE will authorize interconnection of allowable Distributed Energy Resources (DER) within its service area subject to the following provisions:

- 1. In order that electric service to existing consumers will not be adversely affected by an extension of electric service to a new DER, then any changes to the HCE electric distribution system deemed necessary to safely allow for interconnection shall be allowed at the New DER Consumer's expense.
- 2. The New DER Consumer will enter into a DER System Upgrade Agreement (Construction Agreement) on the standard form of HCE without changes.

#### **B. DEVICE FEES**

- 1. The following definitions are for use within this Rule:
  - a) "Distributed Energy Resource" or "DER" means including without limitation any renewable energy system, battery energy storage system, or any other device not primarily associated with or primarily required for retail electricity supply by HCE to the Consumer.
  - b) "Device" means electric system equipment owned by HCE that is deemed by HCE to be necessary for safe and reliable electric service.
  - c) "Existing DER Consumer(s)" means a party or parties that has previously contracted with HCE to add a required Device to allow for interconnection of allowable DER on the HCE electric system.
  - d) "New DER Consumer(s)" means a party or parties requesting interconnection of allowable DER on the HCE electric system within three years after an Existing DER Consumer has interconnected on the HCE electric system and has paid the Net Cost.

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- e) "Agreement Period" means 3 years beginning on the date when construction/installation is completed on a Device required for an Existing DER Consumer. The Existing DER Consumer must continue to be an active Member and Consumer of HCE and must maintain the account in the original Consumer's name for which the Consumer requested service during the Agreement Period. Any Consumer that is disconnected for any reason during the Agreement Period shall forfeit any eligibility to receive future rebates from New DER Consumer(s).
  - f) "Net Cost" means the actual cost of the Device and the installation cost of the Device as determined by HCE.
  - g) "Capacity Basis" means the percentage of total post-DER System Upgrade capacity interconnected to the section of the HCE electric distribution system which was restricted in capacity prior to installation of the Device.
2. Existing DER Consumer(s) may be entitled to reimbursement of a portion of the Net Cost of its contribution if a New DER Consumer(s) interconnects DER in the affected service area that is also within the Agreement Period of an Existing DER Consumer(s).
3. Refunds will be made to an Existing DER Consumer(s) when a New DER Consumer(s) applies to interconnect DER in an area which was restricted in capacity prior to installation of a Device that was required under this tariff, and the New DER Consumer(s) has actually paid to HCE a portion of the cost of contribution previously made by the Existing DER Consumer(s).
4. Any refunds to an Existing DER Consumer(s) made pursuant to this Rule will be calculated on a Capacity Basis as follows:
- a) The Net Cost will be averaged based on the capacity of all down-line post-upgrade interconnecting DER.
  - b) The capacity of the New DER Consumer(s) will be used to determine the applicable percentage of each DER Consumer's contribution percentage including the Existing DER Consumer which originally paid the Net Cost.
  - c) The amount to be refunded to the Existing DER Consumer will be collected from the New DER Consumer as provided for in in this Rule. The entire refund will be paid by HCE on receipt to the Existing interconnected Consumer(s) based upon their percentage of the interconnected capacity effective after the system upgrades.
  - d) The Existing DER Consumer shall not be entitled to a refund for more than the Net Cost less the allocable portion of the Net Cost of the Existing DER Consumer.

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### **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 HCE, in the event a Local Unit of Government (LUG) shall require HCE 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 HCE 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, HCE 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 HCE, 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 HCE, 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 HCE's consumers. If HCE 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, HCE to construct electric facilities, which deviate from those described in this Rule 3040.B, this Rule 3040 may, at the discretion of HCE, be used to provide an alternative method of financing for the LUG.

##### **C. DEFINITION OF TERMS**

The definition of terms used in this Rule 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 HCE, 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 HCE to fulfill its legal obligation with regard thereto. The term may also include an ordinance, resolution, initiative petition,

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referendum, or any other enactment, which is the result of negotiations between a LUG and HCE by which HCE 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 HCE to an individual consumer of HCE 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 HCE and the annual projected surcharge.
5. "Project Cost" means the total, direct and/or indirect, cost of any project which HCE 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 HCE's practices and related industry standards.
6. "Escalated Cost" means the Project Cost less HCE's estimated cost for the proposed project, if the project was constructed in a manner that would meet HCE'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 HCE'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 HCE, at its sole discretion, may make alterations to the factor.

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8. "Cost Recovery Factor" means a percentage, to be annually determined by HCE, used to recover extraordinary costs related to a mandated project under this Rule 3040, which will allow HCE 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 HCE, at its sole discretion, may make alterations to the factor.

### **D. DISCRETIONARY APPLICATION OF THIS RULE**

HCE, 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 HCE, regardless of anything stated in this Rule. In addition, HCE shall only proceed using this Rule 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 HCE determines, at its sole discretion, that to proceed under this Rule would not have a negative financial impact on HCE.

### **E. SURCHARGE PROCEDURE**

If HCE 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 year's 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, HCE, 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 HCE or its consumers results from imposition of the Surcharge on a smaller or larger grouping of consumers;

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- 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) HCE 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. HCE 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 HCE 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 HCE. Surcharge billing will continue for the useful life, as reasonably determined by HCE, of the facilities to which each surcharge applies.

**G. CUMULATIVE SURCHARGES**

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

**H. REDUCING OR ELIMINATING SURCHARGES**

HCE reserves the right to reduce or eliminate the Surcharge provided for in this Rule.

**HOLY CROSS ENERGY  
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**3041 APPEALS OF LOCAL GOVERNMENT LAND USE DECISIONS**

In the event HCE 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](http://www.dora.state.co.us/puc/electric/electricrules.htm).



## **HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS**

### **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 HCE. Any equipment, devices, or facilities (including, without limitation, service meters) furnished by HCE and which HCE maintains and renews shall remain the property of HCE 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, HCE shall meet with the consumer upon request.

#### **4001 LOCATION OF SERVICE METERS**

At the time of installation, meters shall be located in accordance with HCE'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 HCE by radio signals. The consumer shall not interfere in any way with or interrupt any transmission of information from any meter of HCE. 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 HCE consumer shall provide and maintain a satisfactory location for the placement of a meter and unencumbered access to the meter without expense to HCE. The consumer will not interfere with or alter or permit interference with or alteration of HCE's electric service meter or other property.

HCE's Consumer Service Facilities Metering and Use Guidebook can be found at HCE's website, [www.holycross.com](http://www.holycross.com) under the Consumer Services menu item.

#### **4002 SERVICE METER ACCURACY**

HCE 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, HCE 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.

## **HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS**

### **4003 FAILURE TO REGISTER**

Should HCE's meter fail at any time to register accurately for any reason including equipment failure, outside interference or damage, HCE 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**

HCE will test and inspect its meters from time to time. HCE 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, HCE 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%, HCE 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, HCE 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**

HCE shall maintain records of each electric service meter owned or installed showing date of purchase, manufacturer's serial number, HCE'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**

HCE 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 HCE.

Upon consumer request, HCE 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, HCE shall explain to its consumers its method of reading meters.

### **4100 MASTER METERS**

Consumers who desire to purchase electric service from HCE for the purpose of delivery of that service to end-users whose aggregate usage is to be measured by a master meter or other

## **HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS**

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 HCE 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 HCE 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.

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### **SERVICE AND BILLING**

#### **5000 ELECTRIC SERVICE INFORMATION AND PROCEDURES**

[Reserved]

#### **5010 ELECTRIC SERVICE AND MEMBERSHIP**

A request for electric service may be made at any HCE office. The use of electric service constitutes an Electric Service Agreement under which the user receives electric service and agrees to pay HCE therefore in accordance with all applicable tariffs and to comply with and be bound by HCE'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**

HCE 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 HCE therefore in accordance with all applicable tariffs and to comply and be bound by HCE's Articles of Incorporation; Bylaws and Electric Service Tariffs, Rules and Regulations.

Each person requesting electric service shall provide to HCE, 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 HCE of any change in order to keep such information current and accurate.

##### **B. MEMBERSHIP**

Any person will become a member of HCE upon receiving electric service from HCE. No fees shall be charged or collected to become a member of HCE. 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 HCE should it be dissolved and in other ways expressly provided in HCE's Bylaws.

1. Should a person choose to withdraw from membership in HCE, they must contact a HCE 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 HCE should it be dissolved and shall be restricted in other ways expressly provided in HCE's Bylaws.

## **HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS**

### **C. REMEDIES OF HCE**

For any default or breach by the consumer of an Electric Service Agreement, including failure to pay bills promptly, HCE 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 HCE 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 HCE'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 HCE Articles of Incorporation and Bylaws.

#### **B. CONTINUITY OF SERVICE**

HCE shall use reasonable diligence to provide steady and continuous service but does not guarantee its service against irregularities and interruptions. HCE, 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, HCE 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, HCE shall have the right to put into effect such curtailment means as are necessary, which may include involuntary rotating blackouts on any part of HCE's electric system.

#### **D. FORCE MAJEURE**

Neither HCE nor any HCE 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

## **HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS**

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 HCE plant, distribution system or other property, HCE 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 HCE 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 HCE. HCE may limit the amount of electric energy available to any consumer. Each consumer shall also pay HCE 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. HCE 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. HCE 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

## **HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS**

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

### **L. IDLE SERVICES**

In order for HCE 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, HCE 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 INSTALLATIONS**

### **A. CONSUMER'S INSTALLATION AND EQUIPMENT**

All wires and equipment, except HCE'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 HCE's Consumer Service Facilities Metering and Use Guidebook, HCE'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 HCE's service to the consumer or to other consumers. Maximum

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loads to be supplied on single-phase circuits shall be in accordance with the Service Standards of HCE. 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 HCE 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, HCE 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 HCE's wires, transformers, meters, and other facilities used in supplying service to the consumer have a definite limited capacity, the consumer shall notify HCE and obtain HCE's consent before making any material change or increases in the consumer's installation. HCE, 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 HCE of any material change and/or increase in the consumer's installation, the consumer will be responsible for any damages to HCE property.

### **D. INSPECTION BY HCE**

HCE 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 HCE, nor the failure by it to object to the consumer's installation shall render HCE in any way liable for any injury or damage resulting from any defective installation of the consumer.

## **5040 HOLY CROSS INSTALLATIONS**

### **A. HCE'S INSTALLATION**

Except as otherwise provided in these Electric Service Tariffs, Rules and Regulations, or in the Electric Service Agreement, HCE 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.

Subject to the provisions of its Line Extension Policy including related procedures and specifications, HCE will extend its electric supply wires, supply one set of service attachment fittings and make connection to the consumer's service terminals. Only



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agents of HCE are authorized to connect the HCE supply wires to the consumer's service terminals.

### **B. HCE PROPERTY**

All lines, apparatus, instruments, meters, and materials supplied by HCE 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. HCE 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 HCE 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 HCE line of sufficient capacity to furnish adequate service, at the voltage there existing. The most appropriate line, based on various considerations including HCE'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 HCE, shall make or procure conveyance to HCE of satisfactory right of way easements across the property owned or controlled by the consumer for HCE's lines or extensions thereof necessary or incidental to the furnishing of service to the consumer and shall permit access thereto by HCE's employees or its agents.

## **5100 BILLING INFORMATION AND PROCEDURES**

[Reserved]

## **5110 TARIFF SELECTION AND CHANGES**

### **A. DEFINITION**

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

### **B. SELECTION AND CHANGES OF TARIFFS**

HCE 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 HCE in writing and HCE 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

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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**

HCE 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.

## **HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS**

### **C. TRANSFERS**

HCE may transfer a prior unpaid debt to a consumer's bill if the prior bill was in the name of the consumer and HCE 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 HCE 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 HCE 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. HCE 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%, HCE 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, HCE 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, HCE may charge for the period during which an under billing occurred not to exceed six months and HCE shall refund for the period during which an over billing occurred not to exceed two years. HCE 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.

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

### 5130 DEPOSITS

#### A. DEPOSIT REQUIREMENTS

Upon HCE's receipt of an application for electric service, each applicant must provide HCE with a guarantee of payment of the applicant's electric energy bills prior to the commencement of electric service.

1. Applicants whose load capacity is estimated to be less than 50 kW in aggregate for all service locations shall provide a deposit not to exceed the estimated amount of three times the highest monthly bill for expected electric usage or have had at least 12 consecutive months of good credit history with HCE for similar service ("Deposit"). Any required Deposit may 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 50 kW in aggregate for all service locations. 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 HCE within 10 days after service is commenced by HCE. If the Credit Reference Letter is not provided to HCE on or before the end of the 10 day period, then the consumer shall be required to pay a Cash Deposit, choose the Auto-Pay or Prepaid Metering option)
- c) Auto-Pay Program; or  
(The Auto-Pay Program of HCE provides for payment by consumer through the use of a credit card, debit card or checking account, as approved by HCE, for any amount due by the consumer to HCE.)
- d) Prepaid Metering Program.  
(The Prepaid Metering Program of HCE provides for payment in advance for Electric Service with prepaid account balances decreasing as Electric Service is delivered.)

After a residential consumer receives a second disconnect notice for non-payment within a 12 month period, a Cash Deposit will be required and the consumer will no longer be eligible for the Auto-Pay, Prepaid or Credit Reference Letter option in lieu of the Cash Deposit.

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2. Applicants whose load capacity is estimated to be 50 kW or greater in aggregate for all service locations shall provide a Cash Deposit not to exceed the estimated amount of three times the highest monthly bill for expected electric usage; have had at least 24 consecutive months of good credit history with HCE for similar service; or provide another type of financial guarantee (e.g. Letter of Credit from a commercial bank) satisfactory to HCE.

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

The payment of a Cash Deposit shall not relieve any consumer from the obligation to pay current bills or all other amounts to HCE as they become due. At its sole discretion, HCE may apply any Cash Deposit to any indebtedness of the consumer to HCE, except for electric energy and services due or past due after service is terminated.

3. Consumer applicants who take service under the General Services - Snowmaking / Ski Lift Tariff (Rate Codes 66 or 67) or the General Services - Totalized Tariff (Rate Code 68) shall provide a Cash Deposit not to exceed the estimated amount of three times the highest monthly bill for expected electric usage; have had at least 24 consecutive months of good credit history with HCE for similar service; or provide another type of financial guarantee (e.g. Letter of Credit from a commercial bank) satisfactory to HCE.

Cash Deposits will be held by HCE for 24 months, and returned only after good credit history with HCE has been established as determined by HCE. A Letter of Credit from a commercial bank shall be provided by the consumer to HCE for not less than 10 years after the date of commencement of electric service. Costs of issuing and maintaining the Letter of Credit shall be borne by the consumer.

### **B. ADDITIONAL DEPOSITS**

HCE may require a consumer to provide a new or additional Cash Deposit, not to exceed the estimated amount of three times the highest monthly bill for expected electric usage, in the event the consumer's credit history with HCE 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.

Consumers who take service under the General Services - Snowmaking / Ski Lift Tariff (Rate Codes 66 or 67) or the General Services - Totalized Tariff (Rate Code 68) shall provide an additional Deposit in the form of Cash (to be held without interest) or Letter of Credit from a commercial bank, if such consumer has received one Final Notice of Discontinuance of Service at any time. The additional Deposit shall be held by HCE until after termination of electric service to the consumer.

### **C. DEPOSIT INTEREST**

Simple interest shall be paid by HCE on any Cash Deposit (except those provided by consumers taking service under the General Services - Snowmaking / Ski Lift Tariff (Rate Codes 66 or 67) or the General Services - Totalized Tariff (Rate Code 68) on an annual

## **HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS**

basis or upon the return of the Cash Deposit. Interest on a Cash Deposit shall be earned for the time such Cash Deposit is held by HCE, and shall be calculated from the date the Cash Deposit is received by HCE to the date of return of the Cash Deposit to the consumer. 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 HCE 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 in aggregate for all service locations is less than 50 kW and the past 24 consecutive months for consumers whose load capacity in aggregate for all service locations is 50 kW or greater.

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

### **E. DEPOSIT RECORDS**

HCE 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 HCE 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, HCE 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 (excluding all multiple dwelling service consumers and any consumer on Renewable Net Metering Service - Optional or Renewable Generation Service - Optional) are eligible to minimize the impact

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of large seasonal electric energy bills by using HCE'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)~~ **9%** 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 HCE 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) HCE 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. HCE will not discontinue the service of any consumer for violation of any Tariff, Rule or Regulation of HCE 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

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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, at 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. HCE may deny the application to furnish electric service or HCE 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 HCE involving permanent residences in multi-unit dwellings where the electric service for the entire multi-unit dwelling is recorded on a single meter, HCE, 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 HCE, 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.



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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 HCE, 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 HCE 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 HCE 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 HCE in such amount as the Board deems reasonable under the circumstances which deposit may be in addition to any deposit previously posted with HCE.
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 HCE 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 HCE, 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 HCE 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.

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HCE 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 HCE, 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 HCE as to medical judgment, although HCE may use reasonable means to verify the authenticity of the certificate. A medical certification is effective on the date it is received by HCE 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 HCE's service representative or field employee, such payment shall not preclude, HCE, by tariff, rule and/or regulation from making a reasonable charge for a service call.
- F. HCE 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 HCE 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

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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 HCE'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 HCE'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 HCE for all or part of the electric service provided at the premises, or the person(s) who controlled access to that part of HCE's distribution system at the location where the diversion or interference was proven to exist. See generally: C.R.S. §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.

## **HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS**

When diversion of energy is discovered, HCE 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 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, HCE 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 HCE 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.

## **HOLY CROSS ENERGY ELECTRIC SERVICE TARIFFS, RULES AND REGULATIONS**

### **EXTERNAL ELECTRIC ENERGY**

#### **6000 SMALL POWER PRODUCERS AND COGENERATORS**

HCE'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 HCE's electric distribution system, except as provided under the terms and conditions of HCE's Generator Interconnect Policy, as amended from time to time.

HCE's Generator Interconnect Policy can be found at HCE's website [www.holycross.com](http://www.holycross.com) under the consumer services menu item.