Tariff Sheets

Rules and Regulations, Line Extension Policy, and Rate Sheets



Approved by the San Isabel Electric Association Board of Directors

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General Statement

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

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

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

Application of Rules

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

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



Definitions

The following expressions, when used in these Rules and Regulations, Rate Schedules, Service Agreements, shall, unless otherwise indicated, have the meanings given below:

Access Charge — A calculation to determine the cost to provide the minimum system components necessary for a Member to have access to the electric grid.

Advanced Metering Infrastructure (AMI) – A comprehensive set of technologies and software applications that combine two-way communications with advanced technology meters to provide electric utilities with interval meter readings and system operation indicators.

Association — San Isabel Electric Association, Inc.

Back Minimum Charge — A recovery of access or minimum charges for meters disconnected less than one year and reconnected under the benefit of service. Applicable to all rate codes.

Classification — The term used generally to define the different types of use of electric energy.

Connected Load — The arithmetic sum of all loads of the Member's system which can impose a demand for energy from the Association's system. When load is all resistance, it may be expressed as watts. Where all or part is reactive, it shall be expressed as volt-amperes.

Construction Completion Date – The date on which the construction of a distribution extention or distribution upgrading is completed as show by Association records.

Construction Cost — The combined costs of all facilities necessary to the distribution extension or upgrading, including satisfactory rights-of-way.

Construction Payment — Amount advanced by applicant to pay all construction costs in excess of costs covered by the Line Extension Policy.

Delinquent Date – The account will become delinquent if not paid in full and payment is not received within seven (7) days of the due date on the monthly bill.

Demand Charge – The charge for the maximum amount of electricity drawn from the electric system at a given time, measured in kilowatts.

Disconnect for Nonpayment (DNP) – Member account status is qualified to be disconnected for nonpayment.



Distribution Extension — Any construction of distribution facilities, including primary and secondary distribution lines, transformers, service laterals and all associated facilities excepting meters and meter installation facilities necessary to supply service to additional Members.

Distribution System — The utility's electric lines located on public highways, private ways, right-of-way owned or located by the utility, used for the purpose of general distribution of electric energy to its Members.

Distribution Upgrading — Increase in size of existing facilities necessitated by applicant's estimated electric requirements. Could also include changing the distribution voltage to a higher level.

Due Date — The date upon which Member's bills become due and payable.

Electric Service — The function of supplying the electrical energy requirement as created by the Member's electrical energy consuming apparatus.

Electric Thermal Storage (ETS) – A type of room heater or household furnace that warms ceramic material in an insulated cabinet. ETS is often used in load management programs because stored heat continues to be released even after power to the appliance gets switched off (as a way to shave power consumption during times of peak demand).

Energy Charge – The charge for electricity used over time, measured in kilowatt-hours.

Extension — A continuation of or a tap made from an existing line, including transformers, service drops, meters and other costs of reaching the service terminal of the Member.

Horsepower — The standard nameplate rating of any electric motor meaning the mechanical output of the motor. When referred to in these Rules and Tariffs other than as the mechanical output of a motor, it shall be in terms of "electrical power" where one horsepower is 746 watts.

Indeterminate Service — Indeterminate Service is defined as overhead or underground line extensions for service which is of an indefinite or indeterminate nature such as that required by, but not limited to:

- 1. Real estate subdivisions and development or property for sale;
- 2. Mines, quarries, sand pits, oil wells, industrial, manufacturing, large commercial Members, and other enterprises of more or less speculative characteristics;
- 3. Enterprises where the applicant will not be the user of service;
- 4. Where there is little or no immediate demand for service;
- All other service to which neither permanent nor temporary service definitions apply; also to
 domestic and small commercial Members where the amount and permanency of service cannot be
 reasonably assured.

Kilovolt-Ampere (**KVA**) – A unit of electrical power equal to 1,000 volt-ampere.

Kilowatt-Hour (**kWh**) – A measure of electrical energy equivalent to a power consumption of 1,000 watts for one (1) hour.



Kilowatt (**kW**) -- A measure of 1,000 watts of electrical power.

Maximum Demand — The greatest use of energy over a specific time interval as recorded by suitable meter or meters of the Association. The length of the time interval is established by applicable Tariff or by individual contract.

Member — Any person, group of persons, co-partnership, firm, corporation, institution, any agency of the federal, state or local governments, their lessees, trustees, or receivers appointed by any court, contracting for electric service from any utility for consumptive domestic, commercial or industrial use, or at wholesale.

Member-Generator – A Member of the Association who is also the owner or operator of a Net Metering System.

Member Installation — All wiring including all associated components of materials and apparatus comprising the electric system of the Member on the "Member's side" of the Association's service terminal.

Meter — The meter with auxiliary devices necessary to integrate and record the power and energy supplied to the Member under the terms of the applicable Tariff.

Meter Location — The physical location of the electric meter measuring the amount of power and energy supplied to the Member. Meter locations in all instances will be determined by the utility and will be located so as to be accessible to the Association at all times.

Minimum Charge — The lowest amount allowable for a monthly bill.

Month — The interval of approximately thirty (30) days between successive meter reading dates, except when a calendar month is specified.

Net Metering – Measuring the difference between the electricity supplied to a Member-Generator by or through the Association and the electricity that is generated by the Member-Generator and delivered to the Association at the same point of interconnection.

Net Metering System – A system for the generation and Net Metering of electricity that meets each of the following requirements:

- 1. The system uses as its energy source solar, wind, biomass or hydropower resources;
- 2. The system has a generating capacity of not more than ten (10) kilowatts for Residential Members and twenty five (25) kilowatts for Commercial and Industrial Members;
- 3. The system is located on premises that are owned, operated, leased, or otherwise controlled by the Member.
- 4. The system operates in parallel with the Association distribution system;
- 5. The system is intended primarily to offset part or all of the Member's requirements for electric energy at the same location;



6. The system shall not be used to offset or provide credits for electric consumption at another location of the Member or for any other Member.

Not Sufficient Funds (NSF) – A payment that a financial institution refuses to honor.

On Peak — From 7:00 AM to 11:00 PM (the billing ½ hour period ending 7:30 AM through the billing ½ hour period ending at 11:00 PM).

Off Peak —From 11:00 PM to 7:00 AM (the billing ½ hour period ending 11:30 PM through the billing ½ hour ending at 7:00 AM).

Permanent Service — Permanent service is defined as underground or overhead line extensions for secondary or primary service, available, but not limited to, irrigation, rural residential, seasonal, town and village, small commercial, public buildings and other public authorities where the use of service on a permanent basis and a continuous return to the utility of sufficient revenue to support the necessary investment is assured.

Point of Delivery - The point of delivery of the Association's power and energy shall be at the "service connection" where the Association's system is interconnected with the Member's installation. This point is as designated by the Association and may be at a metering structure, substation bus, secondary tap or other similar connection points.

Power Cost Adjustment — An additional cost per kWh for all energy sold, as defined by rate code.

Power Factor — The term applied to the ration of "true power" (watts) divided by apparent power (voltamperes).

Rate Code — Designation of service classification as described in each specific rate Tariff.

Remote Service Meter (RSM) – A meter that is capable of sending and receiving communications regarding connection and disconnection of service.

Rural Utilities Service (RUS) – A U.S. Department of Agriculture agency that lends money and offers engineering and accounting assistance to the nation's Member-owned electric and telephone cooperatives. Under the Federal Crop Insurance Reform and Department of Agriculture Reorganization Act of 1994, RUS officially replaced the federal Rural Electrification Administration.

Service — The "service" is the cable or cables between the last pole of the Association's distribution system and the point of attachment to the Member's installation.

Service Agreement - The agreement or contract between the Association and Member, establishing the conditions under which service is supplied and taken.

Service Connection — The point at which the Association's service connection terminates, at which point, connection is made with the Member's wiring, and beyond which the Association has no responsibility.



Service Lateral — The secondary overhead or underground electric circuit and associated facilities located between utility's distribution line and the point of delivery to Member. Service lateral provides service for Member's exclusive use.

Standby Equipment — A source of electric power other than that of the Association that the Member can use in the event of an interruption on the Association's system.

Tampering – The unlawful dangerous practive of interfering with the operation of Association equipment and/or facilities.

Temporary Service — Temporary Service is defined as circuses, bazaars, fairs, concessions and similar enterprises, to construction works, etc., of a temporary nature and to ventures of such uncertain speculative character that their permanency is questionable, such as, coal and metal mining, oil and gas production operation, during the preliminary or development period, or building construction.



Rules and Regulations

Operating Schedules and Interruption of Service

It is the Policy of the Association to provide continuous electric service to its Members, barring acts of God and other conditions beyond the control of the Association.

The Association maintains a log of service interruptions within its service territory which reflects the line involved, number of Members affected, duration and cause of the interruption. This log is used to help define service problems and initiate corrective action.

Inspection of Plant and Equipment

It is the Policy of the Association to inspect its plant facilities consistent with accepted standards and to establish a maintenance program so that its facilities will be maintained in proper condition for use in rendering safe and adequate service to its Members.

Inspection of Member Wiring

The electrical wiring of each applicant requesting service at premises not connected to the Association's distribution system or requesting an increase in service to premises already connected shall be inspected and approved by state, county or local authorities. The Association must be properly notified by state and/or local electrical inspector having jurisdiction prior to new service being established. The Association shall not be responsible, however, for failure of the applicant to obtain said inspection.

The Association, may, at its option, cause a similar inspection to be made of any existing Member's wiring if the Association has reason to believe that hazardous wiring or National Electric Code violations exist on the Member's side of the delivery point. Service may be discontinued under the tariff provisions contained herein in the event faulty wiring or National Electric Code violations are discovered.

Service Period and Termination

Access charges will not be prorated. Accounts connected for less than ten (10) days will not be charged an access charge, unless disconnected within the same billing period. All rate schedules shall be for a minimum period of thirty (30) days and thereafter until terminated on three (3) days' notice.

Service Agreement

The receipt of service by a Member will be construed as an agreement granting to the Association an easement for electric lines, wires, conduits and all other equipment of the Association necessary to render service to the Member.

Service Complaints

All service complaints concerning the quality of service and billing will be investigated at no cost to the Member.



A service charge will be made when investigating or repairing an interruption of service that is caused by a problem beyond the Association's point of delivery.

No service charge will be made for investigation or repair if a service interruption is due to a problem on the Association's side of the service terminal.

Service Limitation

The Member shall not extend the electrical facilities outside their premises or service to other Members or premises and shall not resell or furnish any of the energy received by the Member from the Association to any other person or persons on the Member's premises or for use on any other premises.

Remote Service Meter

As RSM may be installed and/or removed from a service location at the Association's discretion.

Meter Reading

Meters Read by the Association

The Association will provide meter reading services for the Members in the following areas: Monthly [Any rate change to ETS time of use may be Member read within these areas.]

- 1. Aguilar
- 2. La Veta
- 3. Colorado City
- 4. Pueblo West
- 5. Trinidad Fringe Area
- 6. All Large Power

Any meters that are not currently AMI read meters will be read on an annual basis as required.

Meters Read by the Member

All Members other than those specified in the above section are required to read their meters and file a true and actual meter reading with the Association prior to the due date.

In the event that a true and actual meter reading is not received for two (2) consecutive months, resulting in two (2) estimated bills being rendered, the Association will read the meter and charge a fee to cover the costs incurred.

Terms of Payment

Bills will be sent a minimum of ten (10) days prior to the due date as shown on the bill. As provided in the Rate Tariff and indicated on the bill, the billed amount is due and payable prior to the close of business on the due date. After the due date, the bill becomes past due.

The Association will accept credit card payments for residential rate accounts.



Failure to receive a bill in no way exempts the Member from payment for the service rendered during that billing period.

An act of subterfuge shall not result in relieving the Member of their obligation for service rendered. Subterfuge includes, but is not limited to, the use of fictitious name by applicant for service to avoid paying prior indebtedness to the Association; or an applicant for service at a given location in the name of another party by a Member whose account is delinquent and who continues to reside at the premises.

Members having reservations concerning correctness of billing should so inform the Association immediately upon receipt of the bill.

Members not having remitted payment prior to the delinquent date will be mailed a final notice advising them that if payment is not received in five (5) business days, service may be discontinued.

If the Member fails to pay, or make arrangements for payment in accordance with the provisions of these regulations, service may be discontinued without further notice. Members qualifying for the disconnect for nonpayment process will be charged a fee. Members having hardship or other mitigating circumstances should make satisfactory arrangements with the Association prior to this cut-off date.

If service has been disconnected for nonpayment, any requests for restoration of service after 3 p.m. during regular business hours will be required to pay an after-hours reconnect fee.

All previous delinquent balances and fees must be paid at the time of collection of the delinquent account. No partial payment is acceptable unless approved in advance by the Association.

The Association reserves the right at all times to suspend, limit, or disconnect the electric service of any Member after ten (10) days written notice, to prevent fraud or for other good and sufficient cause.

Not Sufficient Funds

An NSF Fee will be applied to a Members account for the handling of returned payments.

Late Payment

A late fee will be charged to each account which is not paid in full by the delinquent date. An account will become delinquent if payment in full is not received within seven (7) days of the due date printed on the monthly bill. The late fee will be waived if the previous twelve (12) monthly bills were paid prior to the delinquent date.

Delinquent Account Contract Fee

A fee will be added to each account which is not paid in full by the delinquent date and which causes a delinquent account arrangement to be entered into by the Member.



Membership

Any person, firm, association, corporation, body politic, including cities, towns and political subdivisions, shall automatically become a Member of the Association as defined by Article I of the Association's Bylaws.

Member Deposits

A deposit is required from all applicants for electric service for each meter and must be paid prior to receiving service.

Residential deposits are a minimum of \$ 100.00, \$ 200.00 or \$ 300.00 depending upon credit rating and/or payment history with the Association. Commercial deposits are two (2) times the highest previously established monthly bill, but not less than \$ 200.00*. Industrial deposits are two (2) times the highest previously established monthly bill*.

* On new Member service, two times estimated monthly bill based on connected load.

The Association may require at any time, from any residential, commercial, or industrial Member, or prospective Member, a deposit equal to sixty (60) or ninety (90) days bill history of such Member. This deposit may be in addition to any advance, contribution, or guarantee in connection with construction of lines or facilities as provided for in the Line Extension Policy, as stated in these Rules.

The Association will not allow any security deposit other than a cash deposit, or an irrevocable letter of credit drawn on a Federally insured bank acceptable to the Association and with business offices within the State of Colorado, to secure payment for Association services.

In no event shall the furnishing of service or extension of facilities, or any indebtedness in connection therewith, result in a lien, mortgage or other security interest in any real or personal property of the Member unless such indebtedness has been reduced to judgment.

Simple interest shall be paid by the Association at the percentage rate per annum and in the manner provided in the Rules regulating electric service from the Association. Interest shall be payable annually on all active accounts. Interest payments may be paid in cash or as a credit to the Member's account, at the option of the Association.

Interest on deposits shall be earned for the time held by the Association and shall be calculated from the date the deposit is received by the Association to the date of payment to the Member in cash or to the date an amount equal to the deposit is retained for a time overlapping two (2) interest rate periods. Interest on the deposit amount shall accrue at the appropriate interest rate for each period as fixed by the Board of Directors each year.

The Association will not pay interest on accounts secured by a letter of credit, escrow arrangement, or other security interest.



Excess deposits may be refunded at the discretion of the Association after one (1) year of acceptable payment history.

Deposits and any accrued interest will be applied to the final billing upon discontinuing service. If any required additional deposit remains unpaid thirty (30) days following the date it first appeared on the billing, the Member's service shall be subject to termination upon notice.

Any deposit as required herein is not to be considered as advance payment or partial payment of any bill for service and shall be applied against unpaid bills only in the event service for the account on which the deposit was being held as security is no longer provided.

Residential Property Landlord Consent Agreement

A Residential Property Landlord Consent Agreement is a service offered by the Association to landlords for residential properties only. The purpose of this agreement is to aid the landlord in protecting their property from problems that might arise from lapse of power. All Association Rules are applicable to landlord agreements. A bulk deposit will be accepted for landlords who have an existing or submit a landlord agreement for multiple properties. One deposit will be required in the amount of \$1,000.00, subject to credit rating and/or payment history with the Association. This deposit shall not bear interest. In the event of discontinuance of service, any unpaid balance may result in the cancellation of the landlord agreement.

Vacant Property Show Fee

Temporary residential service will be provided for a non-refundable fee of \$50.00 per day, four (4) day maximum, to show residential property to potential buyers or renters.

Members in Bankruptcy

The Association shall read, or cause to be read, all meters of the Member as soon as possible after receiving notice of the bankruptcy filing. Said meter reading(s) shall constitute the basis for determining prepetition usage and postpetition usage. The filing date shall be the date the bankruptcy was filed in the U.S. District Court-Bankruptcy Division.

The Association shall require security deposits of all Members in bankruptcy who desire to continue receiving electric service after the filing date. The deposits shall be determined on the basis of two (2) times the maximum monthly billing experienced during the preceding twelve (12) months. The deposit will be held by the Association and shall not be applied to any postpetition indebtedness of the Member, until electric service is permanently terminated by either the Member or the Association. The deposit shall bear interest as authorized by the Board of Directors. Deposits shall be made in cash or by certified check.

Upon determination of the amount of deposit, the Association shall formally notify the Member, the attorney of record and the appointed federal trustee of the deposit required for continued electrical service. Deposits that remain unpaid at the end of a twenty (20) day grace period from the date of notification shall be cause for service termination without further notice.



Connect Charge

A nonrefundable connect charge per meter shall be made.

Power Factor Correction

The Association reserves the right to measure power factor at any time and adjust the billing demand to correct for power factors less than ninety-five percent (95%). Adjustments will be made by increasing the actual demand one percent (1%) for each one percent (1%) by which the average power factor is less than ninety-five percent (95%). The Member has the option to install power factor corrective devices within sixty (60) days after notice that billing adjustments will be applied.

Classification of Service

Electric power and energy is available to all prospective Members within the Association's service territory in accordance with the applicable rates and/or Tariffs.

Standby Service

The Association will not provide electric power and energy for standby use nor will it permit standby equipment to be interconnected with its distribution system.

Service Point and Meter Provisions

The Association will furnish, install and maintain all service wires and equipment, up to the Member's service connection. A meter socket will be furnished by the Association to the Member without charge.

All meters, sockets, and devices furnished by the Association will remain the property of the Association.

All wiring and equipment furnished and installed by the Member will in all cases be the responsibility of the Member. The Association reserves the right to specify the location of the meter and service entrance.

The Member may be required to pay the reasonable expenses of the Association for meter readings, connects and disconnects in the event such access is not provided.

Standard Voltage, Frequency and Permissible Variations

The Association normally provides service at 120/240 Volts, 60 Hz, and maintains this voltage within five percent (5%), plus or minus.

Other secondary voltages are available for special applications and will be maintained within the five percent (5%), plus or minus range.

The Association will render service at suitable primary voltages for special applications at the voltage desired, 60 Hz, and maintain the voltage within ten percent (10%) plus or minus.

Meter Testing on Request

The Association will make a test of the accuracy of any electric service meter, free of charge, upon the request of a Member provided that the meter has not been tested within the twelve (12) month period prior



to such request and provided that the Member agrees to accept the results of such test as a basis of the settlement of the difference claimed. A written report giving the results of such tests will be supplied to the Member requesting same.

Should the Member insist on a meter test even though the meter has been tested within the twelve (12) month period prior to such request, the meter will be tested and a meter test fee will be charged to the Member's account.

Sufficient lead time shall be given to allow the Association to perform tests and gather information without disruption to service or interference with scheduled work to provide needed facilities to new Members.

The requesting party will be required to advance the estimated cost of such tests and information prior to any work being performed by the Association.

Adjustment of Bills for Meter Errors

Service watt-hour meter tests made upon the request of a Member showing errors greater than two percent (2%) fast or slow will be adjusted as follows:

- 1. When a meter is found to register low, in excess of two percent (2%), the Association will charge the Member for the kilowatt-hours incorrectly metered for a period equal to one-half (1/2) of the time elapsed since the last previous test, but not to exceed six (6) months. The excess charges may be paid by the Member in a lump sum or in equal installments without penalty not to exceed a period longer than the period that the meter was malfunctioning.
- 2. When a meter is found to register high, in excess of two percent (2%), the Association will refund to the Member, an amount equal to the excess charged for the kilowatt-hours incorrectly metered for a period equal to one-half (1/2) of the time elapsed since the last previous test, but not to exceed six (6) months.

If a meter is found to have an incorrect register ratio or multiplier, the error will be corrected. Where the error is adverse to the Member, the Association will refund to the Member, an amount equal to the excess charged for the kilowatt-hours incorrectly metered for the period of time the meter was used in billing the Member.

- 3. Where the error is adverse to the Association, the Association will make a charge to the Member for the kilowatt-hours incorrectly metered for the period of time the meter was used in billing the Member. The excess charges may be paid by the Member in a lump sum or in equal installments not to exceed a period longer than the period the meter was malfunctioning.
- 4. If a meter is found not to register, to register intermittently, or to partially register for any period, the Association will estimate a charge for the kilowatt-hours used by averaging the amounts registered over similar periods, or over corresponding periods in previous years or using such other acceptable information that is available.



Exemption from Sales Tax

Members shall have the responsibility of providing evidence of exemption from sales tax to the Association. Otherwise, such taxes will be billed and collected. Taxes collected prior to providing an exemption certificate will not be refunded by the Association.

Franchise Fee

Any cost of doing business within any municipality under a franchise fee levied by the municipality shall be recovered by increasing the rates to the Members in the municipality in the form of adding a surcharge at the rate charged by the municipality. This surcharge will be printed on the bill as a separate line item.

Benefit of Service

An application for electric service may be made at any office of the Association. The Association will require any applicant to submit an Application before service is supplied. However, the use of electric service constitutes an agreement under which the user receives electric service and agrees to pay the Association. Each person of full legal age who resides at the premises to which service is delivered shall be deemed to receive benefit of service supplied and shall be liable to the Association for payment, subject to conditions hereinafter stated, whether or not service is listed in their name. The primary obligor for payment is the applicant or user in whose name service with the Association is listed. The Association is obligated to pursue reasonable and timely efforts to effect payment by or collections from applicant or user of record. In the event such efforts are unsuccessful, and it is necessary for the Association to effect payment by or collection from a user who is not the applicant or user of record by transfer of an account or otherwise, the Association shall give prior written notice to said user that they may factually dispute the applicability of the benefit of service rule stated in this paragraph to their specific situation by making a written statement to the Association. The benefits and obligations of the agreement for service may not be assigned without written consent of the Association. A separate agreement will be made for each class of service at each separate location.

Application For Membership

Persons submitting applications for service on behalf of other users are personally liable therefore, but in the course of business many governmental, quasi-governmental, or charitable agencies or institutions have applied for service from the Association through their agents, who in many instances are either elected public officials or volunteers. It is not practical or feasible to require said individuals to be personally liable; individuals signing the standard application for membership in the Association for a governmental, quasi-governmental or charitable agency or institution shall not be personally liable for the cost of said service; provided, however, that said agency or institution shall make satisfactory provision, agreeable to the Board of Directors of the Association for the placing of a deposit and the use thereof, to assure payment for service.

The Association shall not serve an applicant who is delinquent in payments to the Association for services preciously rendered at the same or other locations until such indebtedness is paid in full.



Destruction of Association Property

The Association shall recover from the party or parties responsible for damage to its facilities, through their negligence or misuse, the actual cost of restoring its facilities to a condition at least equal to the condition before damage. Collection, legal and investigation fees being part of the "actual cost" where applicable. Concurrence of legal counsel shall be obtained prior to initiating legal action to recover.

Prepaid Metering

Prepaid Metering is available for residential Members. The Member shall pay all applicable fees as fixed by the Association's Bylaws, Tariffs, and Rules and Regulations prior to the commencement of the Prepaid Metering service. Existing Members may either pay the existing balance or the Association may elect to collect the balance through the debt recovery mechanism outlined in this section.

A Member electing Prepaid Metering shall make a request to the Association. The Association will allow enrollment into Prepaid Metering if the Member's electric service is located in an eligible area. The Member will be billed under the Residential rate.

An RSM shall be installed at the location receiving Prepaid Metering service. The Member pays for electric usage in advance and is subject to the Access Charge and energy charge as stated on the Residential rate sheet.

Conditions of Service

This service is subject to the following conditions:

Connection of Service

If the applicant is not a current Member, a minimum \$100.00 payment plus applicable Service Connect Fee is required to create a Prepaid Metering account. The \$100.00 payment will create a prepaid credit balance on the account. Once the minimum payment and any other applicable fees have been paid, the account will be activated. Energy usage will be calculated and then deducted from the prepaid credit balance on a daily basis. Any account without a credit balance after energy usage is calculated shall have electric service immediately disconnected.

If a Member wishes to convert from an existing active account to a Prepaid Metering account, a \$100.00 payment plus any applicable reconnect fees are required to create a Prepaid Metering account. Any unbilled kWh charges accrued from the last meter reading date and prorated access charge will be calculated and applied to the account balance. Any deposit and accrued deposit interest will be applied to the total account balance. If this results in a credit balance, then the credit account balance will be transferred to the Prepaid Metering balance. There must be a minimum starting Prepaid Metering credit balance of \$100.00 to begin receiving electric service using the Prepaid Metering program. Energy usage will be calculated and then deducted from the prepaid credit balance on a daily basis. Any account without a credit balance after energy usage is calculated shall have electric service immediately disconnected.

Billing

A monthly paper bill will not be mailed to Members who receive Prepaid Metering service. Members may view it online through the Association's website.



Members will have the ability to monitor account balance information through the Association's website, through an app on a smart device, the automated phone system, in person at any Association office during business hours, email notifications, and text message notifications from the Association.

Payments

Members may make payments in advance at any time through the Association's website, through an app on a smart device, automated phone system, during regular business hours by phone or in person at any Association office and at authorized payment locations. Acceptable forms of payment include cash, credit card, debit card, wire transfer, money orders, cashier's check, and personal check.

The minimum initial payment for service under this rate class is \$100.00. For all subsequent payments, the minimum is \$35.00 except for Reconnection of Service as discussed below.

Prepaid Metering accounts are not eligible for credit extensions or payment arrangements. If a Member on Prepaid Metering receives aid or assistance from any governmental agency, a voucher will not suffice as payment. No change to the credit balance will be reflected until an actual payment is received.

Payment of Past Due Accounts

At the sole discretion of the Association a Member with an account balance may be granted a payment arrangement for a maximum of \$500.00 and any subsequent payments made will be applied sixty percent (60%) to the Prepaid Metering balance and forty percent (40%) to the account balance.

Members may not receive service until such account balance is reduced to \$500.00 or less.

Disconnection of Service When Not Requested

Remote disconnection of a meter will occur when there is not a credit on the Prepaid Metering account. A Member may check daily account balances as described in the Billing section above. The Member shall notify the Association of any change in the Member's email address or cellular telephone number that the Member has designated to receive notifications regarding the Prepaid Metering account. The Member also agrees that the Member is responsible for any cellular telephone or text messaging charges incurred due to notifications. The Member agrees that electric service shall be immediately disconnected any time the account does not have a credit balance including weekends, holidays, or during severe weather conditions regardless of the medical and health conditions of any person located at the service address. Any not sufficient funds check, electronic fund transfers or returned credit/debit card payments and associated fees will be applied to the account immediately and may result in disconnection of service without specific notice to the member of the not sufficient funds payment. If a Prepaid Metering account is disconnected and electric service is not restored within ten (10) days after the date of disconnection, then the account shall be considered as an inactive account; and the Association will mail a final bill to the Member's last known mailing address on file. The Member agrees to pay all unpaid balances owed to the Association.

Disconnection of Service When Requested

The Association will attempt to reasonably accommodate a Member's requested time for a service disconnection during regular office hours. If the remote disconnect command fails, the Association shall create a service order to disconnect service within three (3) working days of the requested time. The Member is responsible for all charges on the account up to the time of the service disconnection.



Reconnection of Service

Service will be reconnected within thirty (30) minutes after a Member makes a minimum payment of \$35.00 plus any accumulated charges for service rendered from the time the Member's account balance reached zero and the time service is reconnected. The \$35.00 will be applied to the Member's account balance. There are no fees associated for reconnection of service.

Termination of Prepaid Metering

If the Member elects to convert back to the standard Residential service, a Member deposit shall be required to be paid to the Association according to the Association's Tariffs. If electric service is terminated at the request of the Member, any remaining credit balance on a Prepaid Metering account will be applied to their active account or be paid to the Member by check and mailed to the Member at the Member's last known mailing address on file.

If the Member elects to convert back to the standard Residential service, the Member may not receive service under Prepaid Metering for a minimum of twelve (12) months.



Fee Schedule

Late Fee	\$10.00
Trip Fee	\$40.00
Meter Read Fee	\$20.00
Meter Testing (Retest) Fee	\$40.00
Service Connect Fee	\$20.00
Service Connect Fee-Same Day Service	\$40.00
Disconnect for Nonpayment Process Fee	\$40.00
Reconnect Business Hours Fee	\$40.00
Reconnect After-Hours Fee	
Temporary Connect Fee	\$20.00
NSF Fee	\$20.00
Payment Arrangement Contract-Late Fee	\$10.00
Tampering Fees	\$400.00
Service Fee-Interruption Member Side	\$40.00
Service Fee-Interruption Member Side After-Hours	\$150.00
Engineering Fees (see Line Extension Policy for details)	. Starting at \$150.00



Line Extension Policy for Extension of Service, New Lines and New Facilities

General Provisions

Just and reasonable rates and charges involve consideration of the degree of risk associated with furnishing electric service and the expected relationships between cost and revenues. In those instances in which electric service is requested and the estimated cost of construction, including labor, is greater than the distribution plant investment per distribution Members, the normal rates and charges will be inadequate to assure the recovery of all costs and to provide a fair return.

In those instances in which the service requested is indeterminate or temporary, or a special type of construction, or unusual conditions are involved in furnishing the service or where the amount and permanency of service cannot be reasonably assured, the risks associated with furnishing of said service are greater, and hence, the normal rates and charges will be inadequate to assure the recovery of all costs and to provide a fair return.

It is the intention of this Policy to:

- 1. Set forth the service connection and Line Extension Policy of this Association.
- 2. To define and classify the various types of line extensions and relate them to the nature of the ultimate Member.
- 3. To define the terms and conditions under which line extensions will be made to each classification of Member.
- 4. To insure that unwarranted or uneconomical line extensions will not be made unless the risk by the Association is guaranteed by an advance construction payment, minimum bill contract, or other guarantees, as appropriate.

The following requirements are for line extensions to Members not presently connected to the Association's distribution system or for added investment in facilities for service already connected:

- 1. The Association will provide electric service to all qualified applicants within its service territory.
- 2. In order that existing Members not be adversely affected through service or rates, the investment necessary to serve each applicant must be justified on the basis of expected revenues or other monetary guarantees.
- 3. When one or more applicants request electric service to premises not connected to the Association's distribution system or request an increase of existing service to premises already connected and where such increase necessitates an additional investment, the Association, after consideration of



the applicant's electric requirements, will designate the service requested as being permanent, indeterminate, or temporary in accordance with the definitions hereinafter set forth.

- 4. The investment or cost of the line extension shall be the total of all necessary expenditures, including, but not limited to, primary and secondary distribution facilities, rights-of-way, meters and metering equipment, transformers, labor and any other necessary facilities.
- 5. Extensions of the Association's distribution system will be made only on right-of-way acceptable to the Association 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 Rules and Regulations of the Association have been met.
- 6. Location of the extension origin and the route to be followed in the construction of an extension shall be determined by the Association. 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 the route selected be the shortest distance between the origin and the delivery point.
- 7. In situations where line extensions are constructed on poles used jointly with another utility, the investment chargeable to the extension shall be determined as though the necessary facilities were to be entirely constructed by the Association, without regard to the actual ownership of the jointly used poles.
- 8. At the option of the Association, the contract for service may include a service charge in addition 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.
- 9. At the option of the Association, a construction advance of not less than \$150.00 will be required prior to preparation of any engineering estimates in situations where the use of or the permanency of the service is in doubt. Such advance will be held pending preliminary engineering studies and investigation. The advance will be refunded once service is being utilized by the applicant. In the situation where the applicant does not contract for service within ninety (90) days after the completion of the engineering studies and investigation, the construction advance minus costs incurred by the Association in preparing the engineering studies and investigations will be refunded to the applicant.
- 10. The Association 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, the Association shall refuse to make service (other than temporary) available to the applicant until such time that an acceptable location to both parties can be attained. It is the obligation of the applicant, prior to electrical design, to seek and receive such location approvals from the Association.



- 11. The ownership of any pole line, circuit or other facilities provided wholly or in part at the expense of an applicant under these Rules shall at all times be vested exclusively in the Association or another utility with which the Association has a joint agreement.
- 12. Except as otherwise provided herein, the Regulations in this Rule contemplate that the type of construction required to provide the quantity and grade of service involved will be determined by the utility's Standards of Construction. The Member will be required to pay the added costs involved when a different type of construction than that incorporated in the utility's Standards of Construction is desired; however, all extensions shall be constructed in compliance with the latest RUS standards and the latest National Electric Safety Code.
- 13. Where applicants are so located that it is necessary or desirable to use private and/or government right-of-way to furnish service, such applicants may be required to provide or pay the cost of providing such right-of-way in addition to any applicable construction or aid to construction charges.
- 14. Said investment shall be the necessary cost of the particular extension, and it shall not include, or be determined, with reference to provision for additional capacity, size or strength in excess of that actually necessary to meet the requirements of the Member or Members to be then served and the requirements of the National Electric Safety Code. The Association definition of construction cost shall be that set forth in the RUS Uniform System of Accounts.
- 15. Nothing contained in these general provisions shall be interpreted as a prohibition against the construction of an extension having more than sufficient capacity, size or strength to meet the requirements of the Members to be then served, provided all additional capacity, size or strength is constructed by the Association without obligation to Members.
- 16. The Association's line extension policies shall not be construed to place a greater burden on any new Member connected to an existing line extension than would have been placed on said Member had a totally new line extension been constructed for their use.
- 17. The Association reserves the right to deal independently on the following situations on their own merits and without reference to the provisions of this Policy when:
 - a. Rates for service to existing Members would be adversely affected.
 - b. Association's investment would not be sufficiently protected.
 - c. Association does not have adequate facilities available for service requested.
 - d. Resale or wholesale Members are involved.
- 18. When provisions of line extension and service contracts have been fulfilled, whether permanent or indeterminate, service will be continued upon payment of the applicable rate schedule minimum



charges for service or for having service available. Otherwise, the facilities may be removed by the Association. Service required thereafter at the same location will be provided under the applicable Line Extension Policy.

- 19. The Association's classification of a service applicant and its determination of construction costs shall be final.
- 20. All costs of construction shall be determined from the Association's current unit construction costs, and shall include all costs necessary for the extension of facilities.
- 21. A Service Agreement (contract) will be executed between the Association and the Member so written to cover the requirements set forth by this Line Extension Policy.
- 22. In situations where prospective or existing Members/Members seek service that is or may be of unusual circumstances and nature and not in the ordinary course of service to regular Members/Members; and where such service may not be covered in all aspects by existing Tariffs, management is authorized to negotiate proposals for contract for said service to be submitted to the Board of Directors for final approval. The contract shall conform to existing Tariffs insofar as practicable and shall not be unreasonable and discriminatory as to other Member/Members.

Regulations For All Extensions Shall Be As Follows:

Extensions shall be built within a reasonable period after the request for service has been received and after all requirements of this Policy and other Association Rules and Regulations are complied with by bona fide applicant or applicants, as follow:

- 1. The Association will handle requests for service by means of a schedule by date of the request for service in planning, and by date from the release of the work order for construction. Work orders will be handled as expeditiously as possible.
- 2. Any relocation of existing facilities for the convenience of the Member will not be considered an extension and will be done at the discretion of the Association after a nonrefundable advance for construction has been made by the Member based on the estimated cost of said relocation.

Terms and Conditions

Permanent Service

The Association will extend service to this class of Member based upon the following terms and conditions:

1. The applicant will enter into a contract with the Association for electric service at the applicable rate with payment of all required contributions and/or deposits to be made prior to the start of construction.



- 2. The term of the contract shall be five (5) years for new construction. If the Member served under the contract terminates service, any balance due on the construction contract cost shall immediately become due and payable by the Member, or Member may assign the contract to any assignee that will take service at said location and assume the payment of the remainder of the contract. Failure to cause assumption on behalf of the Member and to make the proper arrangements for the payment of the unpaid balance of the contract shall be cause for terminating service. If the applicant is not the owner of the property to be served, the owner shall be required to sign the contract for electric service as either the principal or as a surety for the applicant. If any unpaid balance remains on any contract, any subsequent applicant for service at that location will be required to assume the outstanding obligation of the contract.
- 3. The applicant will guarantee the Association a minimum bill of the Member charge and the minimum bill of the applicable rate, if any, plus two and one-half percent (2.5%) per month, for five (5) years, of the estimated cost of the line extension on a line extension, not to exceed \$2,500.00, estimated construction cost. An equivalent kWh usage based on current rates will be allowed for this construction minimum bill.
- 4. The Association will invest an additional \$2,500.00 in a line extension to the applicant and the applicant will sign a five (5) year contract to pay an additional construction charge amount equal to two and one-half percent (2.5%) per month of the additional investment over the base investment (\$2,500.00), but not to exceed a total of \$5,000.00 investment. No kWh usage will be allowed for this amount.
- 5. Any investment over \$5,000.00 must be paid in full by the Member, prior to construction, and be subject to refund under the Indeterminate Extension Policy provisions, i.e., during the ten (10) year period following the service available date, the applicant shall be refunded an amount equal to twenty percent (20%) of the revenues received from the extension, in excess of the applicable monthly minimums, but not to exceed twenty percent (20%) of the deposit in any one (1) year and not to exceed the original construction advance.
- 6. When more than one (1) applicant is served from an extension during the contract term, the Association will adjust the contract to reflect a pro rata share to each Member served from the common sections of the line extension.
- 7. Since the Association's Rates and Tariffs are based on investment in overhead facilities, if underground facilities are installed, whether at the Member's request or because of other requirements, a contribution in aid of construction, not subject to refund, will be paid by the applicant, prior to construction, to the Association. The amount of the contribution in aid of construction will be an amount equal to the estimated cost of the underground installation less the estimated cost of an equivalent capacity overhead installation. The contribution will be based on standard unit costs as established from time to time by the Association.



Indeterminate Service Other Than Real Estate Subdivisions and Land Development For Sale

The Association will extend service to this class of Member based upon the following terms and conditions:

- 1. The applicant will enter into a ten (10) year contract with the Association for electric service at the applicable rate with payment of all required contribution and/or deposits made prior to the start of construction.
- 2. The applicant will guarantee the Association a minimum bill of the Member charge and minimum bill of the rate, if any, plus the minimum bill as specified in the contract.
- 3. The applicant will be required to advance, interest free, the estimated entire cost of the extension as a deposit, refundable, as outlined in the following paragraph.
- 4. The construction advance designated refundable shall be refunded in the following manner:
 - a. During the ten (10) year period, beginning from the date the applicant takes service, or within ninety (90) days after the Association makes service available, whichever occurs first, the applicant shall be refunded an amount equal to twenty percent (20%) of the revenues actually received from the extension, excluding the monthly minimum charges, but in no event shall the refund exceed twenty percent (20%) of the total deposit in any one (1) year. The refund shall be made annually based on the revenue from the preceding year. The advance for construction and/or refunds thereof shall bear no interest. Any balance of the deposit remaining at the end of the contract term shall become a contribution to the Association.
- 5. Revenues for any period outside the contract limits shall not be a cause for a refund.
- 6. If underground construction is required or requested, a nonrefundable contribution shall be made by the applicant to the Association, prior to construction, to cover the estimated cost difference between underground and overhead construction.
- 7. When more than one (1) Member is to be served from a prospective extension, the extension investment expense shall be apportioned as necessary to treat each Member equitably.

Indeterminate Service For Real Estate Subdivisions and Land Development For Sale

The Association will extend service to this class of Member based upon the following terms and conditions in addition to those established elsewhere in these Policies:

1. The Association will install, own, maintain, and operate the electric distribution system to and on the real estate subdivision and/or development. The layout, general design, and capacity of the system shall be determined by the Association.



- 2. The Association will provide service to applicants within the individual lots by separate service agreement between the Association and the owner of each lot in accordance with established Policies of the Association for this Member class.
- 3. The developer will provide to the Association, a properly and lawfully approved file plat of the development showing the location of lots, streets, alleys and utilities existing or planned. In the event the development is exempt from county or city regulation, the developer will provide such evidence of exemption.
- 4. The developer will provide permanent rights-of-way and easements acceptable to the Association for the construction, operation and maintenance of the electric system.
- 5. Prior to the start of construction by the Association, the developer will establish the permanent grade along the route of the electric line and provide at the developer's expense, the on-site location of any property corners and boundary or other lines as required by the Association.
- 6. The developer shall pay a construction deposit, refundable as outlined below, in the amount of the estimated overhead backbone primary system installation. If underground is requested or required for some other reason, the developer shall pay a nonrefundable contribution in aid of construction in the amount of the difference between the estimated cost of the underground system and the overhead system for the development. The construction deposit and refunds thereof shall not bear interest. Both the construction deposit and the contribution in aid of construction shall be made to the Association prior to the beginning of construction.
 - a. Installation of Backbone Primary System -- The developer shall pay in addition to other payments and requirements for service, a line extension deposit equal to the estimated investment by the Association in the complete primary system overhead and/or underground, including overhead pole lines, complete with primary and neutral conductors, primary underground cables, switching equipment and loop cans (transformers, services and meters will be installed by separate agreement with individual lot owners). Such deposit shall be refundable, as provided by Policy established by the Association.

The Association will reimburse the developer on an annual basis, twenty percent (20%) of the annual revenue in excess of the individual Member monthly minimum charge for a maximum of ten (10) years, beginning from the date the developer takes service or within ninety (90) days after the Association makes service available, whichever occurs first. The total amount of the reimbursement shall not exceed twenty percent (20%) of the original deposit in any one (1) year. The total amount of the reimbursement shall not exceed the amount of the deposit. Any portion of the construction deposit not reimbursed to the developer at the end of the ten (10) year period will be retained by the Association.

7. The developer will reimburse the Association, within thirty (30) days of receiving the bill, for the costs of:



- a. Any relocation of Association facilities required by the developer after the Association's installation is complete due to any reason, except error by the Association. The changes by the developer include, but are not limited to, changes in right-of-way and/or easements and changes in or failure to establish final grades.
- The developer will enter into a contract with the Association for the providing of primary electric service in the development. The contract will contain the applicable provisions of this Policy and other Policies contained herein.
- 9. The developer will provide the Association with all pertinent load data to be used in the design.

Temporary Service

The Association will extend service to this class of Member based upon the following terms and conditions:

- 1. The applicant will enter into a contract with the Association at the applicable rate and with the applicable minimum bill.
- 2. The term of the contract shall be for the stated period of time that the service will be required.
- 3. Applicant will pay to the Association, an amount equal to the estimated cost of installing and removing the electric service required on the temporary basis. The cost will be reduced by the salvage value of the material removed. The applicant shall make the payment prior to construction and it shall be nonrefundable.
- 4. The Association shall not connect additional Members to a temporary installation, except under unusual circumstances. In such cases where additional Members are connected, the Association will refund to the original Member, that portion of the total investment cost supported by the additional Member.

Special Conditions

Additional Capacity in Indeterminate Extension

The estimated cost shall be the actual necessary cost of the particular extension; it shall not include or be determined with reference to provision for additional capacity, size or strength in excess of that actually necessary to meet the requirements of the National Electrical Safety Code. Actual necessary cost will be determined in agreement with the utility's standard unit construction costs.

Nothing above shall be interpreted as a prohibition against the construction of an extension having more than sufficient capacity, size or strength to meet the requirements of the Members to be then served, provided all the additional capacity, size or strength is constructed by the Association without obligation to Members.



Three-Phase Consideration

In all cases where Members requiring three-phase service are served or are to be served at locations such that the distribution facilities required would in part be provided by facilities also serving single-phase service, all distribution extension construction costs as well as Member construction payment requirements and refunds shall be considered as though there were separate extensions for each type of service.

In calculating the requirements for each type of service, the costs of the single phase extension will be based on the total requirements for such service and the cost of the three-phase extension will include only the difference for providing such service, regardless of which requirement came first. A proportionate share of each three-phase Member's electric load where such Member is served in part from a single-phase extension shall be considered in conjunction with other single-phase Members served from the extension in the calculation of all construction payment and refund considerations of the single-phase extension. The remaining proportionate share of any such three-phase Member's electric load shall be considered in conjunction with the separate three-phase extension costs, Member construction payments and refunds. In making the above determination, all single-phase Members shall be considered as being on the same extension regardless of whether such Members are physically connected to the same phase. In all cases, the earliest construction completion date of the facilities constructed will be used in the determination of refund eligibility.

Reinforcements

Where electric distribution system reinforcements are required for serving a residential applicant's total load requirements, other than for three-phase considerations, the Association will make such reinforcements at its expense. For other classes of service, any required reinforcements shall generally recognize the construction cost and Member construction payment provisions of this Line Extension Policy in accordance with individual agreements between applicant and the Association based upon the amount, character and permanency of the load.

Meter Installations

In those instances where indeterminate service is to be supplied, the Association will furnish the appropriate meter and install said meter at applicant's expense. Applicant will provide all facilities necessary for proper meter installation in conformance with the Association requirements for such installation. Title to meters shall at all times yest in the Association.

Underground Facilities as a Member Requirement

If underground facilities are requested or are a requirement for some other reason, the Member shall make a nonrefundable contribution in aid of construction equal to the cost of underground facilities in excess of the equivalent overhead system.

Overhead to Underground Conversion

Members desiring to have the Association's existing overhead facilities placed underground may request the change. If the Association determines that such conversion or relocation can be reasonably made, the Member shall pay to the Association, prior to the beginning of construction, the estimated cost of the conversion or relocation. The payment shall be nonrefundable.



Net Metering

Application

Applicable to Member-Generators (Member) who install an eligible Net Metering System, as defined in the definitions, and execute the Association's written agreement to participate in Net Metering. Net Metering is applicable to Members who own, operate, and maintain a Net Metering System in parallel with the Association's electric system in accordance with said agreement. The Net Metering System shall be limited to a maximum capacity of ten (10) kilowatts for a Residential Member installation and twenty five (25) kilowatts for a Commercial or Industrial Member installation.

Availability

Net Metering is available to all Members of the Association, provided that the total capacity of the aggregated generating systems does not exceed one percent (1%) of the capacity necessary to meet the Association's aggregated Member monthly peak demand for the preceding calendar year. The Association may elect not to provide Net Metering to any additional Members if Net Metering exceeds one percent (1%) of the aggregated Member monthly peak demand for the preceding calendar year as authorized by Colorado law.

Net Metering Service

The Association will install such additional metering equipment necessary to meter electricity flow in each direction.

The Association will provide, own, operate and maintain all meter(s) and metering equipment necessary to measure both the electric power and energy supplied by the Association and the energy delivered by the Member. The Association reserves the right to utilize measurement(s) from its meter on the energy delivered by the Member's system for billing the unit's net production. The Association also reserves the right, as may be specified in the written agreement, to charge the Member for any additional metering or meter reading expense that may be incurred over that of a typical single-phase meter.

The Member shall be responsible for all costs associated with the Net Metering System and shall also be responsible for all costs related to any modifications to the Net Metering System that may be required by the Association for purposes of inter-connectivity, safety, and reliability.

Safety and Quality of Service

The Member shall pay all cost incurred by the Association for equipment or services that are necessary to meet the safety and performance standards as authorized by Colorado law as follows:

- 1. The Association shall have the right to disconnect generators at any time if necessary to restore quality of service to other Members, e.g. for steady state/transient voltage, reliability, harmonics, or other problems that are suspected to be the result of defective Net Metering System equipment.
- 2. The Net Metering System shall meet all applicable standards and guidelines for safety and performance as established by the National Electric Code, the National Electric Safety Code, the Institute of Electrical and Electronics Engineers, and the Underwriters Laboratories, Inc.



3. The Member shall provide at its expense a lockable switch capable of visibly isolating the Net Metering System from the Association's distribution system and a complete interconnection protection system. All Net Metering equipment shall be approved by the Association prior to installation and shall be accessible to the Association at all times.

Liability and Indemnification

The Association shall not be liable directly or indirectly for permitting or continuing to allow an attachment of a Net Metering System, or for acts or omissions of the Member that cause loss or injury, including death, to the Member or any third party. The Member shall indemnify the Association for any and all damage to persons or property and any and all damages or losses incurred by the parties or their heirs, successors, or assigns of such third parties, as the result of the installation or operation of the Net Metering Systems.

Agreement

An agreement for electric service with a fixed term may be required by the Association. This rate schedule may be changed by order or consent of regulatory authorities having jurisdiction, or if none, by the Association's Board of Directors. Service hereunder is subject to the Association's Tariffs and Rules and Regulations for electric service.



Tariff Rate Sheets

COMMERCIAL AND INDUSTRIAL		
General Service Classification		
SINGLE PHASE LOADS	Association	
	Rate Code	
AVAILABILITY Available to all Commercial and Industrial enterprises, charitable organizations, public buildings and governmental uses and single-phase commercial service.	C1 RATE	
phase commercial service.	KAIE	
TYPE OF SERVICE Single-Phase, 60 Hz, at 120/240 Volts.		
MONTHLY RATE		
ACCESS CHARGE: Energy Charge:	\$ 31.00	
Per kWh	\$ 0.14300	
MINIMUM CHARGE The minimum charge shall be \$ 31.00 per month for single-phase service, except where line minimum is higher, in which case, the established line extension minimum shall apply. MINIMUM CONTRACT PERIOD The minimum contract period will be established by Line Extension Contract provisions, but in no event, shall be less than one (1) year. SINGLE DELIVERY POINT The above rates are based on the supply of service through a single delivery point and at a single voltage. Separate supply for the same Member at other points of consumption or at different voltage, shall be separately metered and billed.		



COMMERCIAL AND INDUSTRIAL General Service Classification	
POLYPHASE LOADS OVER 50 KW	Association Rate Code
AVAILABILITY Available to all Commercial and Industrial uses with connected loads in excess of 50 KW.	C2
TYPE OF SERVICE Polyphase, at suitable secondary voltage, 60 Hz	RATE
MONTHLY RATE ACCESS CHARGE:	\$ 150.00
Energy Charge: Per kWh ON PEAK Per kWh OFF PEAK	\$ 0.15400 \$ 0.12000
If delivery of power and energy is made at primary voltage, but metered on the low voltage side of the Member's station, meter readings will be increased two percent (2%) to compensate for transformer losses.	
PRIMARY SERVICE A five percent (5%) discount will be allowed when the Member owns, operates and maintains the substation.	
MINIMUM CHARGE The minimum charge shall be the greater of \$150.00 per month for polyphase service or the installed KVA transformer size times \$1.00 per KVA. Except where the line minimum is higher, in which case the established line extension minimum shall apply.	
MINIMUM CONTRACT PERIOD The minimum contract period will be established by contract, but in no event shall be less than one (1) year.	
SINGLE DELIVERY POINT The above rates are based on the supply of service through a single delivery point and at a single voltage. Separate supply for the same Member at other points of consumption or at different voltage, shall be separately metered and billed.	



COMMERCIAL AND INDUSTRIAL General Service Classification	
POLYPHASE LOADS IN EXCESS OF 1500 KW & PRIMARY METERING	Association Rate Code
AVAILABILITY Available to all Commercial and Industrial uses with connected	С3
loads in excess of 1500 KW or primary metered. TYPE OF SERVICE	RATE
Polyphase, at available primary or secondary voltage.	
MONTHLY RATE ACCESS CHARGE:	\$ 600.00
Energy Charge: Per kWh ON PEAKPer kWh OFF PEAK	\$ 0.14400 \$ 0.11000
MINIMUM CHARGE The minimum charge shall be the greater of \$600.00 per month for polyphase service or the installed KVA transformer size times \$1.00 per KVA. Except where the line minimum is higher, in which case the established line extension minimum shall apply. MINIMUM CONTRACT PERIOD The minimum contract period will be established by Line Extension Contract, but in no event shall be less than one (1) year. SINGLE DELIVERY POINT The above rates are based on the supply of service through a single delivery point and at a single voltage. Separate supply for the same Member at other points of consumption or at different voltage, shall be separately metered and billed.	



COMMERCIAL AND INDUSTRIAL General Service Classification	
POLYPHASE LOADS NOT OVER 50 KW	Association Rate Code
AVAILABILITY Available to all Commercial and Industrial uses with connected loads	C4
not over 50 KW. TYPE OF SERVICE Polyphase, at available secondary voltage, 60 Hz	RATE
MONTHLY RATE ACCESS CHARGE:	\$ 50.00
Energy Charge: Per kWh ON PEAK Per kWh OFF PEAK	\$ 0.15500 \$ 0.12000
MINIMUM CHARGE The minimum charge shall be \$50.00 per month for polyphase service, except where line minimum is higher, in which case, the established line extension minimum apply.	
MINIMUM CONTRACT PERIOD The minimum contract period will be established by Line Extension Contract provisions, but in no event, shall be less than one (1) year. Members taking service for less than one (1) year will be charged the applicable minimum charge for the balance of the one (1) year period at the time the final bill is rendered.	



General Service Classification	
SPECIAL CONTRACT SERVICE-OXY USA, INC.	Association Rate Code
AVAILABILITY	C6
Applicable to the OXY USA, Inc. (formerly Sheep Mountain Project of Atlantic Richfield Company) and its successors and assigns for all electric power and energy requirements of such project.	RATE
TYPE OF SERVICE Three-Phase, 60 Hz, at 115,000 Volts.	
MONTHLY RATE	
ACCESS CHARGE	\$ 12,300.00
Member shall pay the actual wholesale power cost incurred by the Association, at the Point of Delivery.	
Service supplied under this schedule is subject to the Rules and Regulations of the Association as lawfully approved, and subject to the terms and conditions of the special contract for such service between the Association and Member not in conflict herewith.	



General Service Classification	
SPECIAL CONTRACT SERVICE-DEPARTMENT OF CORRECTIONS	Association Rate Code
AVAILABILITY Applicable to the Department of Corrections, State of Colorado, and its successors and assigns for all electric power and energy requirements of such project.	C9 RATE
TYPE OF SERVICE Three-Phase, 60 Hz	
MONTHLY RATE Member shall pay the actual wholesale power cost incurred by the Association, at the Point of Delivery.	
Plus: Transmission and Transformer Loss Adjustment at 4%	
Surcharge: An amount equivalent to 6.0445% of the sum of the energy charge, and demand charge, plus losses.	
MINIMUM CHARGE The minimum monthly charge shall be the substation transformer KVA times \$1.00 per KVA.	
RULES AND REGULATIONS Service supplied under this schedule is subject to the Rules and Regulations of the Association as lawfully approved, and subject to the terms and conditions of the special contract for such service between the Association and Member not in conflict herewith.	



General Service Classification	
SPECIAL CONTRACT SERVICE-TABULA RASA	Association Rate Code
AVAILABILITY Applicable to Tabula Rasa Partners (formerly Oakdale Gas Processing LLC), and its successors and assigns for all electric power and energy requirements of such project.	C10 RATE
TYPE OF SERVICE Three-Phase, 60 Hz, at 115,000 Volts.	
MONTHLY RATE Member shall pay the actual wholesale power cost incurred by the Association, at the Point of Delivery.	
Plus: Transmission and Transformer Loss Adjustment at 4.635%	
Surcharge: An amount equivalent to 6.0445% of the sum of the energy charge, and demand charge, plus losses.	
MINIMUM CHARGE The minimum monthly charge shall be the substation transformer KVA times \$1.00 per KVA.	
RULES AND REGULATIONS Service supplied under this schedule is subject to the Rules and Regulations of the Association as lawfully approved, and subject to the terms and conditions of the special contract for such service between the Association and Member not in conflict herewith.	



General Service Classification	
SPECIAL CONTRACT SERVICE-GCC RIO GRANDE	Association Rate Code
AVAILABILITY Applicable to the GCC Rio Grande, Inc., and its successors and assigns in Pueblo County, Colorado, for all electric power and energy requirements of such project.	C11 RATE
TYPE OF SERVICE Three-Phase, 60 Hz, at 115,000 Volts.	
MONTHLY RATE ACCESS CHARGE	\$ 12,300.00
Member shall pay the actual wholesale power cost incurred by the Association, at the Point of Delivery.	
MINIMUM CHARGE The minimum monthly charge shall be the substation transformer KVA times \$1.00	
RULES AND REGULATIONS Service supplied under this schedule is subject to the Rules and Regulations of the Association as lawfully approved, and subject to the terms and conditions of the special contract for such service between the Association and Member not in conflict herewith.	



General Service Classification	
RESIDENTIAL SECURITY LIGHTING	Association Rate Code
AVAILABILITY	L1
Available throughout the service territory of the Association for all-night security outdoor lighting.	RATE
TYPE OF SERVICE	
Single-Phase, at available secondary voltage.	
ENERGY CHARGE	
Per kWh	\$ 0.05078
MINIMUM CHARGE	
For installation of a security light on an existing Association pole, which	
is within 125 feet of available overhead secondary:	
100 Watt or equivalent, per month	\$ 7.81
150 Watt or equivalent, per month	\$ 10.29
175 Watt or equivalent, per month	\$ 10.29
250 Watt or equivalent, per month	\$ 14.33
400 Watt or equivalent, per month	\$ 19.77
1,000 Watt or equivalent, per month	\$ 33.89
For furnishing conventional pole, additional per month	\$ 0.50
Opening and closing bills will be prorated	
CONDITIONS OF SERVICE	
1a. Member must sign contract for one (1) Year for one (1) light on existing pole.	
b. Member must sign contract for two (2) Years for one (1) light and one (1) pole.	
c. Member must sign contract for three (3) Years for two (2) or more lights.	
2. The Association shall install, operate and maintain for the charges outlined	
above, a lighting unit complete with photoelectric cell. All equipment will remain property of the Association.	
3. The Association will be responsible for all relamping and will replace lamps within 72 hours after notification.	
4. Should a Member desire an installation more than 125 feet from an existing	
overhead secondary, the additional cost of construction will be prorated and	
billed monthly over the term of the contract as a part of the bill.	
5. kWh charges are subject to adjustment by flow through rate increases.	



General Service Classification	
COMMERCIAL SECURITY LIGHTING	Association
	Rate Code
AVAILABILITY	L2
Available throughout the service territory of the Association for all-night	
security outdoor lighting, at commercial establishments.	RATE
TYPE OF SERVICE	
Single-Phase, at available secondary voltage.	
Single I hase, at a value is secondary voltage.	
ENERGY CHARGE	
Per kWh	\$ 0.05078
TO KATE	Ψ 0.05070
MINIMUM CHARGE	
For installation of security light on an existing Association pole, which	
is within 125 feet of available overhead secondary:	
100 Watt or equivalent, per month	\$ 7.81
150 Watt or equivalent, per month	\$ 10.29
175 Watt or equivalent, per month	\$ 10.29
250 Watt or equivalent, per month	\$ 14.33
400 Watt or equivalent, per month	\$ 19.77
1,000 Watt or equivalent, per month	\$ 33.89
1,000 wait of equivalent, per month	Ψ 33.07
For furnishing conventional pole, additional per month	\$ 0.50
Opening and closing bills will be prorated	Ψ 0.50
opening and closing only will be profuted	
CONDITIONS OF SERVICE	
1a. Member must sign contract for one (1) Year for one (1) light on existing	
pole.	
b. Member must sign contract for two (2) Years for one (1) light and one (1)	
pole.	
c. Member must sign contract for three (3) Years for two (2) or more lights.	
2. The Association shall install, operate and maintain for the charges outlined	
above, a lighting unit complete with photoelectric cell. All equipment will	
remain property of the Association	
3. The Association will be responsible for all relamping and will replace lamps	
within 72 hours after notification.	
4. Should a Member desire an installation more than 125 feet from an existing	
overhead secondary, the additional cost of construction will be prorated and	
billed monthly over the term of the contract as a part of the bill.	
5. kWh charges are subject to adjustment by flow through rate increases.	
3. KWII charges are subject to adjustificall by flow through rate increases.	



General Service Classification	
PUBLIC STREET OR HIGHWAY LIGHTING	Association
	Rate Code
AVAILABILITY Available throughout the service territory of the Association for all-night security outdoor lighting, except installations covered by specific contracts.	L3 RATE
TYPE OF SERVICE	
Single-Phase, at available secondary voltage.	
MONTHLY CHARCE	
MONTHLY CHARGE Dor leWh	
Per kWh	\$ 0.05078
MINIMUM CHARGE	\$ 0.05078
For installation of security light on an existing Association pole, which	
is within 125 feet of available overhead secondary:	
100 Watt or equivalent, per month	
150 Watt or equivalent, per month	\$ 7.81
175 Watt or equivalent, per month	\$ 10.29
250 Watt or equivalent, per month	•
400 Watt or equivalent, per month	\$ 10.29
1,000 Watt or equivalent, per month	\$ 14.33
1,000 watt of equivalent, per month	\$ 19.77 \$ 33.89
For furnishing conventional pole, additional per month	\$ 33.09
Opening and closing bills will be prorated	\$ 0.50
Opening and closing only will be profuted	\$ 0.30
CONDITIONS OF SERVICE	
1a. Member must sign contract for one (1) Year for one (1) light on existing	
pole.	
b. Member must sign contract for two (2) Years for one (1) light and one (1) pole.	
c. Member must sign contract for three (3) Years for two (2) or more lights.	
2. The Association shall install, operate and maintain for the charges outlined	
above, a lighting unit complete with photoelectric cell. All equipment will remain property of the Association	
3. The Association will be responsible for all relamping and will replace lamps	
within 72 hours after notification. A. Should a quetomer desire an installation more than 125 feet from an existing	
4. Should a customer desire an installation more than 125 feet from an existing	
overhead secondary, the additional cost of construction will be prorated and	
billed monthly over the term of the contract as a part of the bill.	
5. kWh charges are subject to adjustment by flow through rate increases.	



General Service Classification	
SPECIAL CONTRACT SERVICE-FORT CARSON	Association Rate Code
AVAILABILITY For service to Fort Carson Cantonment Area.	M4 RATE
TYPE OF SERVICE Three-Phase, 60 Hz at 115,000 Volts.	
MONTHLY RATE ACCESS CHARGE:	\$ 600.00
Energy Charge: Per kWh ON PEAKPer kWh OFF PEAK	\$ 0.14500 \$ 0.11000
If delivery of power and energy is made at primary voltage, but metered on the low voltage side of the Member's substation, meter readings will be increased two percent (2%) to compensate for transformer losses.	
MINIMUM CHARGE AND TERMS OF SERVICE To be determined by a contract between the parties subject to the approval of the Board of Directors.	
MINIMUM CONTRACT PERIOD To be determined by a contract between the parties subject to the approval of the Board of Directors.	
TERMS OF PAYMENT To be determined by a contract between the parties subject to the approval of the Board of Directors.	
SINGLE DELIVERY POINT The above rates are based on the supply of service through a single delivery point, and at a single voltage. Separate supply for the same Member at other points of consumption or at different voltage shall be separately metered and billed.	



Association Rate Code



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A Touchstone Energy® Cooperative	Sheet No. 2
RESIDENTIAL SERVICE	
General Service Classification	
RESIDENTIAL ELECTRIC THERMAL STORAGE TIME-OF-DAY	Association
ANAH ADH ITN	Rate Code
AVAILABILITY Available to all residential Members for individual use, throughout the	O3
Association service territory.	03
	RATE
TYPE OF SERVICE	
To all residential Time-of-Day users where Member has installed storage	
heating equipment approved by the Association, Single-Phase, 60HZ,	
120/240 Volts.	
MONTHLY RATE	\$ 30.00
ACCESS CHARGE:	
Energy Charge:	
Per kWh ON PEAK	\$ 0.14900
First 1,000 kWh, Per kWh, OFF PEAK	\$ 0.07600
Over 1,000 kWh, Per kWh, OFF PEAK	\$ 0.06200
WINTER MONTHS OFF PEAK TIMES	
1. Between the hours of 11:00 P.M. and 7:00 A.M.	
2. Between the hours of 10:00 A.M. and 4:00 P.M. These time intervals for the off	
peak rate shall apply during the heating months only (September - April). The billing calculation shall include usage from the meter reading date closest to	
September 1, through the meter reading date closest to April 30.	
September 1, uniough me meter remaining and eroses to reprint box	
SUMMER MONTHS OFF PEAK TIMES:	
1. Between the hours of 11:00 P.M. and 7:00 A.M.	
2. This time interval for the off peak rate shall apply during the months May 1	
through August 31.	
MINIMUM CONTRACT PERIOD & CHARGE	
The minimum contract period and charge will be established by the Line	
Extension Policy contract provisions, if applicable.	
SUBJECT TO ALL ESTABLISHED RULES AND REGULATIONS The charges set fouth in this schedule are based an assumptions and	
The charges set forth in this schedule are based on some assumptions and estimates and not on actual experience in rendering this type of service.	
Accordingly, the Association may find it necessary to revise the charges or	
may restrict or discontinue service hereunder following due notice.	
Electric service supplied under this schedule is subject to the terms and	
conditions set forth in the Association's Rules and Regulations.	
SINGLE DELIVERY POINT	
The above rates are based on the supply of service through a single delivery	
point, and at a single voltage. Separate supply for the same Member at other	
points of consumption or at different voltage shall be separately metered and	
hillad	1



A Touchstone Energy* Cooperative	Sheet No. 23.
LARGE COMMERCIAL SERVICE	
General Service Classification	
LARGE COMMECIAL ELECTRIC THERMAL STORAGE TIME-OF-DAY	Association Rate Code
	O4
TYPE OF SERVICE To all Large Commercial Time-of-Day users where Member has installed storage heating equipment approved by the Association. Polyphase, 60HZ, at available secondary voltages.	RATE
MONTHLY RATE ACCESS CHARGE:	\$ 150.00
Transformer Charge: Per KVA of transformer capacity, per month	\$ 1.00
Energy Charge: Per kWh ON PEAK Per kWh OFF PEAK	\$ 0.15500 \$ 0.07500
 WINTER MONTHS OFF PEAK TIMES 1. Between the hours of 11:00 P.M. and 7:00 A.M. 2. Between the hours of 10:00 A.M. and 4:00 P.M. These time intervals for the off peak rate shall apply during the heating months only (September - April). The billing calculation shall include usage from the meter reading date closest to September 1, through the meter reading date closest to April 30. 	
 SUMMER MONTHS OFF PEAK TIMES: 1. Between the hours of 11:00 P.M. and 7:00 A.M. 2. This time interval for the off peak rate shall apply during the months May 1 through August 31. 	
MINIMUM CONTRACT PERIOD & CHARGE The minimum contract period and charge will be established by the Line Extension Policy contract provisions, if applicable.	
SUBJECT TO ALL ESTABLISHED RULES AND REGULATIONS The charges set forth in this schedule are based on some assumptions and estimates and not on actual experience in rendering this type of service. Accordingly, the Association may find it necessary to revise the charges or may restrict or discontinue service hereunder following due notice.	
Electric service supplied under this schedule is subject to the terms and conditions set forth in the Association's Rules and Regulations.	
SINGLE DELIVERY POINT The above rates are based on the supply of service through a single delivery point, and at a single voltage. Separate supply for the same Member at other points of consumption or at different voltage shall be separately metered and billed.	



A Touchstone Energy® Cooperative	Sheet No. 2	
SMALL GENERAL SERVICE		
General Service Classification		
SMALL GENERAL ELECTRIC THERMAL STORAGE TIME-OF-DAY	Association Rate Code	
	O5	
TYPE OF SERVICE To all Small General Service Time-of-Day users where Member has installed storage heating equipment approved by the Association. Single-Phase, 60HZ, at available secondary voltages.	RATE	
MONTHLY RATE ACCESS CHARGE: Energy Charge:	\$ 31.00	
Per kWh ON PEAKPer kWh OFF PEAK	\$ 0.14500 \$ 0.07500	
 WINTER MONTHS OFF PEAK TIMES Between the hours of 11:00 P.M. and 7:00 A.M. Between the hours of 10:00 A.M. and 4:00 P.M. These time intervals for the off peak rate shall apply during the heating months only (September - April). The billing calculation shall include usage from the meter reading date closest to September 1, through the meter reading date closest to April 30. 		
 SUMMER MONTHS OFF PEAK TIMES: 1. Between the hours of 11:00 P.M. and 7:00 A.M. 2. This time interval for the off peak rate shall apply during the months May 1 through August 31. 		
MINIMUM CONTRACT PERIOD & CHARGE The minimum contract period will be established by Line Extension Policy contract provisions, if applicable.		
SUBJECT TO ALL ESTABLISHED RULES AND REGULATIONS. The charges set forth in this schedule are based on some assumptions and estimates and not on actual experience in rendering this type of service. Accordingly, the Association may find it necessary to revise the charges or may restrict or discontinue service hereunder following due notice.		
Electric service supplied under this schedule is subject to the terms and conditions set forth in the Association's Rules and Regulations.		
SINGLE DELIVERY POINT The above rates are based on the supply of service through a single delivery point, and at a single voltage. Separate supply for the same Member at other points of consumption or at different voltage shall be separately metered and billed.		



General Service Classification		
MONTHLY PUMP SERVICE	Association Rate Code	
AVAILABILITY Available to all pump Members for all pump uses, throughout the Association service territory.	P RATE	
TYPE OF SERVICE Single-Phase, 60 Hz, 120/240 Volts.		
MONTHLY RATE ACCESS CHARGE: Energy Charge: Per kWh	\$ 20.00 \$ 0.14400	
MINIMUM CHARGE The minimum charge shall be \$20.00 per month for single-phase service, except where line minimum is higher, in which case, the establish line extension minimum shall apply.		
MINIMUM CONTRACT PERIOD The minimum contract period will be established by Line Extension Contract provisions, if applicable.		
SINGLE DELIVERY POINT The above rates are based on the supply of service through a single delivery point and at a single voltage. Separate supply for the same Member at other points of consumption or at different voltage, shall be separately metered and billed.		



General Service Classification		
RESIDENTIAL SERVICE	Association Rate Code	
AVAILABILITY Available to all Members for all individual uses, throughout the	R	
Association service territory. TYPE OF SERVICE	RATE	
Single-Phase, 60 Hz, at 120/240 Volts. MONTHLY RATE ACCESS CHARGE: Energy Charge: First 800 kWh, Per kWh	\$ 20.00 \$ 0.14300	
Over 800 kWh, Per kWh MINIMUM CHARGE The minimum charge shall be \$20.00 per month for single-phase service, except where line minimum is higher, in which case, the established line extension minimum apply.	\$ 0.11300	
MINIMUM CONTRACT PERIOD The minimum contract period will be established by Line Extension Contract provisions, if applicable.		
SINGLE DELIVERY POINT The above rates are based on the supply of service through a single delivery point, and at a single voltage. Separate supply for the same Member at other points of consumption or at different voltage, shall be separately metered and billed.		