CORE ELECTRIC COOPERATIVE

RATES AND REGULATIONS

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CORE ELECTRIC COOPERATIVE

RATES AND REGULATIONS

PART I: GENERAL STATEMENT

Adopted by the Board of Directors

Effective March 1, 2024

Rates and Regulations Resolution BR23-34

SECTION 1. GENERAL PROVISIONS

The Rates and Regulations set forth the terms and conditions under which CORE Electric Cooperative provides electric service to all classes of service in CORE's service area.

Electric service furnished by CORE is also subject to the provisions of the Articles of Incorporation and CORE's Bylaws, the National Electrical Code, and applicable county or state electric wiring statutes, ordinances, and codes.

CORE may deviate from the Rates and Regulations if CORE finds compliance therewith to be impossible, impracticable, or unnecessary and such deviation is not contrary to law.

The arrangement by title, subject, heading, and numbering system of the Rates and Regulations shall be construed to be only for purposes of convenience, orderly arrangement, and ease of use.

Correcting typographical and grammatical errors, revising inaccurate references and titles, eliminating redundant words and clauses, reorganizing the headings and format, and making other non-substantive changes to the Rates and Regulations may be performed without notice to members for purposes of clarity and ease of use while preserving the intent, effect, and meaning of each provision.

Any waiver at any time of CORE's rights or privileges under the Rates and Regulations will not be deemed a waiver as to any breach or other matter subsequently occurring.

Copies of CORE's Rates and Regulations are available at www.core.coop and at all of CORE's offices.

SECTION 2. AMENDING THE RATES AND REGULATIONS

The Rates and Regulations are subject to termination, change, or modification, in whole or in part, at any time by CORE's Board of Directors.

CORE shall provide written notice of any proposed change to the Rates and Regulations to each affected Consumer at least thirty (30) days prior to the day the proposed change is to take effect. The written notice shall be sent by the United States mail with postage prepaid, by electronic mail to Consumers who have authorized electronic billing, or personally delivered.

The written notice shall set forth the proposed change or a summary thereof, effective date of such change, location where the proposed change to the Rates and Regulations is available for public examination, and information for submitting questions and comments to CORE. A copy of said notice shall be posted on CORE's website and in CORE's main and district offices for at least thirty (30) days prior to the proposed effective date for public inspection and shall remain posted until such time as the Board adopts or rejects the proposed change.

A Consumer may file a Complaint concerning any proposed change to the Rates and Regulations as provided for in the Complaint Procedure.

RATES AND REGULATIONS

PART II: DEFINITIONS AND COMPUTATION OF TIME

Adopted by the Board of Directors

Effective March 1, 2025

Rates and Regulations Resolution BR24-53

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SECTION 1. DEFINITIONS

As used in CORE's Rates and Regulations, the following words shall mean:

a. "Advanced Metering Infrastructure" or "AMI" means an integrated system of meters, communications networks, and data management systems that enables two-way communication between CORE and Consumers' meters.

b. "Affected System" means an electric system other than CORE's system that may be affected by a proposed interconnection.

c. "Avoided Costs" means the incremental of marginal cost of electrical energy or capacity, or both, which, but for the purchase of such energy and capacity from a Qualifying Facility, CORE would generate itself or purchase from another source.

d. "Board" means the Board of Directors of CORE.

e. "Business Day" means Monday through Friday, excluding CORE-recognized holidays and days on which CORE's principal office is closed due to an emergency or inclement weather.

f. "Cogeneration Facility" means equipment used to produce electric energy and forms of useful thermal energy (such as heat or steam), used for industrial, commercial, heating, or cooling purposes, through the sequential use of energy.

g. "Complaint" means a written statement containing facts, supporting data, documents, and other information required by the Complaint Procedure to dispute the manner in which electric service is provided by CORE or proposed changes to the Rates and Regulations.

h. "Complainant" means a person who files a Complaint and includes any attorney representing such person regarding a Complaint.

i. "Commission" means the Colorado Public Utilities Commission or any successor organization.

j. "Connected Load" means the combined rated capacity of all the Consumer's energy consuming equipment.

k. "Construction Costs of Distribution Facilities" means the combined costs including tap fee charges, if applicable, for all facilities necessary to the distribution extension or necessary reinforcement, including satisfactory rights-of-way.

l. "Consumer" means a member or any other Person who directly receives electric service from CORE, an authorized agent of a Consumer, or an adult member of a residential Consumer's household.

m. "Consumer-Generator" means an end-use electricity Consumer of CORE Electric Cooperative who generates electricity on the Consumer's side of the meter using any renewable energy resources.

n. “Consumer’s Installation” means the wiring and apparatus owned by the Consumer on their side of the point of delivery used in order for the Consumer to take electric service from CORE.

o. “Contract Costs” means the estimated costs of the extension, conversion, or modification of service. Any additional capacity shall not include or be determined with reference to provision for additional capacity, size, or strength in excess of that necessary to meet the requirements of CORE's construction standards required to serve the load. Estimated costs shall be determined by CORE.

p. “Contribution-in-Aid of Construction” means the nonrefundable classification of money received for payment of construction costs, exclusive of tap fees.

q. “CORE” means CORE Electric Cooperative.

r. “Director” means a member of the Board.

s. “Distribution Extension” means the distribution facilities including primary and secondary distribution lines, transformers, service laterals, and all appurtenant facilities necessary to supply service.

t. “Distribution System” means CORE’s facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries.

u. “Distribution Upgrades” means the additions, modifications, and upgrades to CORE’s Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Small Generating Facility and render the electric service necessary to affect the Interconnection Customer’s operation of on-site generation. Distribution Upgrades shall not include Interconnection Facilities.

v. “Good Utility Practice” means the practices, methods, conduct and actions (including, but not limited to, the practices, methods, conduct and acts engaged in or approved by a significant portion of the power industry) that, at a particular time, in the exercise of reasonable judgment at the time was made, could have been expected to accomplish the desired result in a manner consistent with applicable Law, standards, reliability, safety, environmental protection, economy, good business practices and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather is a spectrum of possible practices, methods, or acts that can fall within this description.

w. “Highly Seasonal Circuit” means a circuit with a ratio of annual peak load to off-season peak load greater than six (6).

x. “Idle Service” means CORE’s facilities to any premises that become idle, using no electric energy for a period greater than six months.

y. “Interconnection Agreement” means an agreement that sets forth the contractual conditions under which CORE and the Consumer-Generator agree to interconnect a Qualifying Facility to CORE’s System.

z. “Interconnection Customer” means any Person proposing to interconnect a Qualifying Facility with CORE’s system.

aa. “Interconnection Facilities” means all facilities and equipment between the Qualifying Facility and the point of interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Qualifying Facility to CORE’s system. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades or Upgrades.

bb. “Interconnection Request” means the Interconnection Customer’s request to interconnect a new Qualifying Facility, or to increase the capacity of, or make a material modification to the operating characteristics of, an existing Qualifying Facility that is interconnected with CORE’s System.

cc. “Person” means any natural person, firm, partnership, corporation, company, association, joint venture, federal, state, or local government, or any other legal entity.

dd. “Point of Delivery” means the location where CORE's electric facilities are first connected to the electric facilities of the Consumer. The location of the Point of Delivery will be determined by CORE in accordance with standard practices or as individual circumstances may dictate.

ee. “Point of Interconnection” means the physical point at which the Interconnection Facilities electrically connect with CORE’s System.

ff. “Presiding Officer” means the president of the Board or his or her designee who will conduct hearings in accordance with the Complaint Procedure.

gg. “Rate” means any rate, fee, or charge in CORE’s Rates and Regulations.

hh. “Rates and Regulations” means CORE’s Rates and Regulations as adopted and amended from time to time by the Board.

ii. “REC” means any and all current or future renewable energy credits, certificates, tags, benefits, emissions reductions, offsets or allowances, howsoever entitled, named, registered, created, measured, allocated or validated, whether now in existence or in the future created, that are attributable to (i) generation of energy by a Qualifying Facility, and (ii) the emissions or other environmental characteristics of such generation or its displacement of conventional or other types of energy generation.

jj. “Regulation” means any regulation in CORE’s Rates and Regulations.

kk. “Service Lateral” means the secondary overhead or underground electric circuit and associated facilities located between CORE’s distribution line and the Point of Delivery to applicant. Service lateral provides service for applicant's exclusive use.

ll. “Tap Fee Reimbursement” means the portion of the applicant’s construction cost to be reimbursed to existing Consumer(s) on an original primary line extension. The existing Consumer’s reimbursement(s) shall not be greater than the Consumer’s Contribution-in-Aid of Construction payment.

mm. "Tap Fee Reimbursement Period" means five years and shall commence with the date of execution of the construction contract of the new electric facility. During this period, CORE shall calculate the portion of the tap fee payable by subsequent Consumers connecting to the original primary line extension.

nn. "Transmission Facilities" means the facilities and equipment owned by CORE and operated at or above 115,000 volts, excluding transformers used to step down voltage levels for local distribution.

oo. "Upgrades" means the required additions and modifications to CORE's System at or beyond the Point of Interconnection. Upgrades do not include Interconnection Facilities.

SECTION 2. COMPUTATION OF TIME

In computing a period of days, the first day is excluded and the last day is included. If the last day of any period is a Saturday, Sunday, or CORE-observed holiday, the period shall be extended to include the next day that is not a Saturday, Sunday, or CORE-observed holiday.

CORE ELECTRIC COOPERATIVE

RATES AND REGULATIONS

PART III: ELECTRIC RATE SCHEDULES

Adopted by the Board of Directors

Effective January 1, 2026

Rates and Regulations Resolution - BR25-46

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SECTION 1. RATES

RESIDENTIAL SERVICE (A)

AVAILABILITY

Available to existing and new Consumers for residential uses subject to CORE's established Regulations. The capacity of individual motors served under this schedule shall not exceed 10 hp.

APPLICABILITY

Applicable to residential Consumers in all areas of CORE's service area. All eligible Consumers selecting this rate must remain on this rate for a minimum of twelve (12) consecutive months.

TYPE OF SERVICE

Single-phase, sixty (60) cycle, at available secondary voltage.

RATE

Basic Service charge, per month	$ 20.00
On-Peak Period Demand Charge, per kW, per month	$ 5.47
All kWh, per kWh	$ 0.11550

DETERMINATION OF BILLING DEMAND

The On-Peak Period billing demand shall be the maximum average kilowatt load used by the Consumer for any period of sixty (60) consecutive minutes during the On-Peak Period of the service period for which the bill is rendered, as indicated or recorded by a demand meter. The On-Peak Period is established year-round according to the current Mountain Time Zone for all days of the week. The On-Peak period for billing purposes shall be 4 p.m. to 8 p.m. (beginning 16:00 to hour ending 20:00).

MINIMUM MONTHLY CHARGE

The basic service charge shall be the minimum charge.

PAYMENT

The above rates are net of taxes, franchise fees and any other mandated surcharges. The due date of the bill shall be approximately twenty (20) days following the billing date.

GOVERNMENTAL MANDATED FACILITY CHANGES

This rate schedule is subject to Part V: Extension Regulations, Governmental Mandated Facility Changes.

OPTIONAL RESIDENTIAL SERVICE - TIME-OF-USE ENERGY (AT)

AVAILABILITY

Available to existing and new Consumers for residential uses subject to CORE's established Regulations. The capacity of individual motors served under this schedule shall not exceed 10 hp. This schedule is an optional schedule to encourage off-peak power consumption. A Consumer exiting the TOU program or disconnected for non-payment may not be allowed to return to this schedule for at least twelve (12) months.

APPLICABILITY

Applicable to residential Consumers receiving service under this rate schedule on an optional basis in all areas of CORE's service area. All eligible Consumers selecting this rate must remain on this rate for a minimum of twelve (12) consecutive months.

TYPE OF SERVICE

Single-phase, sixty (60) cycle, at available secondary voltage.

RATE

Basic Service charge, per month	$ 20.00
Demand Charge, per kW, per month	$ 5.47
On-Peak Period Energy Charge, per kWh	$ 0.27050
Off-Peak Period Energy Charge, per kWh	$ 0.08558

DETERMINATION OF BILLING DEMAND

The billing demand shall be the maximum average kilowatt load used by the Consumer for any period of sixty (60) consecutive minutes during the service period for which the bill is rendered, as indicated or recorded by a demand meter.

TOU PERIODS

Pricing periods are established year-round according to the current Mountain Time Zone. The on-peak and off-peak periods applicable to service for billing purposes shall be as follows:

1. On-Peak Period: 4 p.m. to 8 p.m. (beginning 16:00 to hour ending 20:00)
2. Off-Peak Period: 8 p.m. to the succeeding 4 p.m. (beginning 20:00 to hour ending 16:00)

MINIMUM MONTHLY CHARGE

The basic service charge shall be the minimum charge.

PAYMENT

The above rates are net of taxes, franchise fees and any other mandated surcharges. The due date of the bill shall be approximately twenty (20) days following the billing date.

GOVERNMENTAL MANDATED FACILITY CHANGES

This rate schedule is subject to Part V: Extension Regulations, Governmental Mandated Facility Changes.

OPTIONAL RESIDENTIAL SERVICE - DEMAND METERED (C)

AVAILABILITY

Available to existing and new Consumers for residential uses subject to CORE's established Regulations. The capacity of individual motors served under this schedule shall not exceed 10 hp.

APPLICABILITY

Applicable to residential Consumers receiving service under this rate schedule on an optional basis in all areas of CORE's service area. All eligible Consumers selecting this rate must remain on this rate for a minimum of twelve (12) consecutive months.

TYPE OF SERVICE

Single-phase, sixty (60) cycle, at available secondary voltage.

RATE

Basic Service charge, per month	$ 20.00
Demand charge, per kW, per month	$ 15.38
All kWh, per kWh	$ 0.08907

DETERMINATION OF BILLING DEMAND

The billing demand shall be the maximum average kilowatt load used by the Consumer for any period of sixty (60) consecutive minutes during the service period for which the bill is rendered, as indicated or recorded by a demand meter.

MINIMUM MONTHLY CHARGE

The basic service charge shall be the minimum charge.

PAYMENT

The above rates are net of taxes, franchise fees and any other mandated surcharges. The due date of the bill shall be approximately twenty (20) days following the billing date.

GOVERNMENTAL MANDATED FACILITY CHANGES

This rate schedule is subject to Part V: Extension Regulations, Governmental Mandated Facility Changes.

SMALL GENERAL SERVICE - 1 PHASE (SG1)

AVAILABILITY

Available to existing and new single-phase non-residential Consumers subject to CORE's established Regulations covering this type of service. Consumers having their homes on the same premises with their business establishments may include service for both on the same meter, in which case, all service will be billed under this schedule.

APPLICABILITY

Applicable to Consumers in all areas of CORE's service area who require 50 kVA or less of transformer capacity. All eligible Consumers selecting this rate must remain on this rate schedule for a minimum of twelve consecutive months.

TYPE OF SERVICE

Single-phase, sixty (60) cycle, at available secondary voltage. No motors having a rated capacity in excess of 10 hp.

RATE

Basic Service charge, per month	$ 32.00
Demand charge, per kW, per month	$ 12.00
All kWh, per kWh	$ 0.07594

DETERMINATION OF BILLING DEMAND

The billing demand shall be the maximum average kilowatt load used by the Consumer for any period of fifteen (15) consecutive minutes during the service period for which the bill is rendered, as indicated or recorded by a demand meter.

POWER FACTOR

This rate is subject to the power factor surcharge described in Section 8.8 of Part IV: Electric Service Regulations.

MINIMUM MONTHLY CHARGE

The basic service charge shall be the minimum charge.

PAYMENT

The above rates are net of taxes, franchise fees and any other mandated surcharges. The due date of the bill shall be approximately twenty (20) days following the billing date.

FRANCHISE FEE

Franchise Fee Surcharge Schedule located in OTHER FEES.

GOVERNMENTAL MANDATED FACILITY CHANGES

This rate schedule is subject to Part V: Extension Regulations, Governmental Mandated Facility Changes.

SMALL GENERAL SERVICE - 3 PHASE (SG3)

AVAILABILITY

Available to existing and new three-phase non-residential Consumers subject to CORE's established Regulations covering this type of service. Consumers having their homes on the same premises with their business establishments may include service for both on the same meter, in which case, all service will be billed under this schedule.

APPLICABILITY

Applicable to non-residential and residential Consumers in all areas of CORE's service area who require 50 kVA or less of transformer capacity. All eligible Consumers selecting this rate must remain on this rate schedule for a minimum of twelve (12) consecutive months.

TYPE OF SERVICE

Three-phase, sixty (60) cycle, at available secondary voltage. Motors having a rated capacity in excess of 10 hp must be three-phase.

RATE

Basic Service charge, per month	$ 60.00
Demand charge, per kW, per month	$ 14.57
All kWh, per kWh	$ 0.07461

DETERMINATION OF BILLING DEMAND

The billing demand shall be the maximum average kilowatt load used by the Consumer for any period of fifteen (15) consecutive minutes during the service period for which the bill is rendered, as indicated or recorded by a demand meter.

POWER FACTOR

This rate is subject to the power factor surcharge described in Section 8.8 of Part IV: Electric Service Regulations.

MINIMUM MONTHLY CHARGE

The basic service charge shall be the minimum charge.

PAYMENT

The above rates are net of taxes, franchise fees and any other mandated surcharges. The due date of the bill shall be approximately twenty (20) days following the billing date.

FRANCHISE FEE

Franchise Fee Surcharge Schedule located in OTHER FEES.

GOVERNMENTAL MANDATED FACILITY CHANGES

This rate schedule is subject to Part V: Extension Regulations, Governmental Mandated Facility Changes.

OPTIONAL COMMERCIAL SERVICE – TIME OF USE ENERGY (FROZEN) (ET)

AVAILABILITY

Available to non-residential Consumers who have taken service under this rate schedule or the Optional Time of Use Rider for Commercial Service continuously since January 1, 2019 or an earlier date. Consumers having their homes on the same premises with their business establishments may include service for both on the same meter, in which case, all service will be billed under this schedule. Service under this rate is subject to CORE's established Regulations.

APPLICABILITY

Applicable to existing non-residential and residential Consumers in all areas of CORE's service area who require 50 kVA or less of transformer capacity. All eligible Consumers selecting this rate must remain on this rate schedule for a minimum of twelve (12) consecutive months.

TYPE OF SERVICE

Sixty (60) cycle, at available secondary voltage. Motors having a rated capacity in excess of 10 hp must be three-phase.

RATE

Basic Service charge, per month	$ 60.00
Demand charge, per kW, per month	$ 7.00
On-Peak Period Energy Charge, per kWh	$ 0.11544
Off-Peak Period Energy Charge, per kWh	$ 0.05000

DETERMINATION OF BILLING DEMAND

The billing demand shall be the maximum average kilowatt load used by the Consumer for any period of fifteen (15) consecutive minutes during the service period for which the bill is rendered, as indicated or recorded by a demand meter.

TOU PERIODS

Pricing periods are established year-round according to the current Mountain Time Zone. The on-peak and off-peak periods applicable to service for billing purposes shall be as follows:

1. On-Peak Period: 4 p.m. to 8 p.m. (beginning 16:00 to hour ending 20:00)
2. Off-Peak Period: 8 p.m. to the succeeding 4 p.m. (beginning 20:00 to hour ending 16:00)

POWER FACTOR

This rate is subject to the power factor surcharge described in Section 8.8 of Part IV: Electric Service Regulations.

MINIMUM MONTHLY CHARGE

The basic service charge shall be the minimum charge.

PAYMENT

The above rates are net of taxes, franchise fees and any other mandated surcharges. The due date of the bill shall be approximately twenty (20) days following the billing date.

FRANCHISE FEE

Franchise Fee Surcharge Schedule located in OTHER FEES.

GOVERNMENTAL MANDATED FACILITY CHANGES

This rate schedule is subject to Part V: Extension Regulations, Governmental Mandated Facility Changes.

IRRIGATION SERVICE (I)

AVAILABILITY

Available to existing and new farm Consumers subject to CORE's established Regulations covering this type of service.

APPLICABILITY

Applicable only to agricultural irrigation service in all areas of CORE's service area. All eligible Consumers selecting this rate must remain on this rate schedule for a minimum of twelve (12) consecutive months.

TYPE OF SERVICE

Sixty (60) cycle, at available secondary voltage. Motors having a rated capacity in excess of 10 hp must be three-phase.

RATE

Basic Service charge, per month	$ 60.00
Demand charge, per kW, per month	$ 10.94
All kWh, per kWh	$ 0.08652

DETERMINATION OF BILLING DEMAND

The billing demand shall be the maximum average kilowatt load used by the Consumer for any period of fifteen (15) consecutive minutes during the service period for which the bill is rendered, as indicated or recorded by a demand meter.

POWER FACTOR

This rate is subject to the power factor surcharge described in Section 8.8 of Part IV: Electric Service Regulations.

MINIMUM MONTHLY CHARGE

The basic service charge shall be the minimum charge.

PAYMENT

The above rates are net of taxes, franchise fees and any other mandated surcharges. The due date of the bill shall be approximately twenty (20) days following the billing date.

FRANCHISE FEE

Franchise Fee Surcharge Schedule located in OTHER FEES.

GOVERNMENTAL MANDATED FACILITY CHANGES

This rate schedule is subject to Part V: Extension Regulations, Governmental Mandated Facility Changes.

LARGE POWER SERVICE - (LPS)

AVAILABILITY

Available to existing and new non-residential Consumers.

APPLICABILITY

Applicable to non-residential Consumers in all areas of CORE's service area who require greater than 50 kVA and up to 500 kVA of transformer capacity. All eligible Consumers selecting this rate must remain on this rate schedule for a minimum of twelve (12) consecutive months.

TYPE OF SERVICE

Sixty (60) cycle, at standard secondary voltage.

RATE

Basic Service charge, per month	$ 165.00
Demand charge, per kW, per month	$ 17.50
All kWh, per kWh	$ 0.07224

DETERMINATION OF BILLING DEMAND

The billing demand shall be the maximum average kilowatt load used by the Consumer for any period of fifteen (15) consecutive minutes during the service period for which the bill is rendered, as indicated or recorded by a demand meter.

POWER FACTOR

This rate is subject to the power factor surcharge described in Section 8.8 of Part IV: Electric Service Regulations.

MINIMUM MONTHLY CHARGE

The basic service charge shall be the minimum charge.

CONDITIONS OF SERVICE

1. Motors having a rated capacity in excess of 10 hp must be three-phase.
2. The Consumer may connect lighting to power circuits from the power meter; however, any equipment required for such lighting, shall be furnished by the Consumer.
3. All wiring, pole lines, and other electrical equipment beyond the metering point are considered the distribution system of the Consumer and shall be furnished and maintained by the Consumer unless otherwise agreed in writing by CORE as to specific equipment.
4. All service under this rate is subject to CORE's established Regulations.

PAYMENT

The above rates are net of taxes, franchise fees and any other mandated surcharges. The due date of the bill shall be approximately twenty (20) days following the billing date.

FRANCHISE FEE

Franchise Fee Surcharge Schedule located in OTHER FEES.

GOVERNMENTAL MANDATED FACILITY CHANGES

This rate schedule is subject to Part V: Extension Regulations, Governmental Mandated Facility Changes.

OPTIONAL LARGE POWER SERVICE – TIME OF USE ENERGY (FROZEN) (FPT)

AVAILABILITY

Available to existing non-residential Consumers who have taken service under this rate schedule or the Optional Time of Use Rider for Large Power Service continuously since January 31, 2019 or an earlier date.

APPLICABILITY

Applicable to non-residential Consumers in all areas of CORE's service area who require greater than 50 kVA and up to 500 kVA of transformer capacity. All eligible Consumers selecting this rate must remain on this rate schedule for a minimum of twelve (12) consecutive months.

TYPE OF SERVICE

Three-phase, sixty (60) cycle, at standard secondary voltage.

RATE

Basic Service charge, per month	$ 165.00
Demand charge, per kW, per month	$ 10.34
On-Peak Period Energy Charge, per kWh	$ 0.15009
Off-Peak Period Energy Charge, per kWh	$ 0.05478

DETERMINATION OF BILLING DEMAND

The billing demand shall be the maximum average kilowatt load used by the Consumer for any period of fifteen (15) consecutive minutes during the service period for which the bill is rendered, as indicated or recorded by a demand meter.

TOU PERIODS

Pricing periods are established year-round according to the current Mountain Time Zone. The on-peak and off-peak periods applicable to service for billing purposes shall be as follows:

1. On-Peak Period: 4 p.m. to 8 p.m. (beginning 16:00 to hour ending 20:00)
2. Off-Peak Period: 8 p.m. to the succeeding 4 p.m. (beginning 20:00 to hour ending 16:00)

POWER FACTOR

This rate is subject to the power factor surcharge described in Section 8.8 of Part IV: Electric Service Regulations.

MINIMUM MONTHLY CHARGE

The basic service charge shall be the minimum charge.

CONDITIONS OF SERVICE

1. Motors having a rated capacity in excess of 10 hp must be three-phase.
2. The Consumer may connect lighting to power circuits from the power meter; however, any equipment required for such lighting, shall be furnished by the Consumer.

3. All wiring, pole lines, and other electrical equipment beyond the metering point are considered the distribution system of the Consumer and shall be furnished and maintained by the Consumer unless otherwise agreed in writing by CORE as to specific equipment.
4. All service under this rate is subject to CORE's established Regulations.

PAYMENT

The above rates are net of taxes, franchise fees and any other mandated surcharges. The due date of the bill shall be approximately twenty (20) days following the billing date.

FRANCHISE FEE

Franchise Fee Surcharge Schedule located in OTHER FEES.

GOVERNMENTAL MANDATED FACILITY CHANGES

This rate schedule is subject to Part V: Extension Regulations, Governmental Mandated Facility Changes.

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INDUSTRIAL SERVICE (S)

AVAILABILITY

Available to existing and new non-residential Consumers of CORE located on or near CORE's three-phase lines.

APPLICABILITY

Applicable to non-residential Consumers who require three-phase service equal to or greater than 500 kVA of transformer capacity. All eligible Consumers selecting this rate must remain on this rate schedule for a minimum of twelve (12) consecutive months.

TYPE OF SERVICE

Three-phase, sixty (60) cycle, at standard secondary voltage.

RATE

Basic Service charge, per month	$ 300.00
Demand charge, per kW, per month	$ 24.97
All kWh, per kWh	$ 0.06130

DETERMINATION OF BILLING DEMAND

The billing demand shall be the maximum average kilowatt load used by the Consumer for any period of fifteen (15) consecutive minutes during the service period for which the bill is rendered, as indicated or recorded by a demand meter.

POWER FACTOR

This rate is subject to the power factor surcharge described in Section 8.8 of Part IV: Electric Service Regulations.

MINIMUM MONTHLY CHARGE

The basic service charge shall be the minimum charge.

CONDITIONS OF SERVICE

1. Motors having a rated capacity in excess of 10 hp must be three-phase.
2. The Consumer may connect lighting to power circuits from the power meter; however, any equipment required for such lighting, shall be furnished by the Consumer.
3. All wiring, pole lines, and other electrical equipment beyond the metering point are considered the distribution system of the Consumer and shall be furnished and maintained by the Consumer unless otherwise agreed in writing by CORE as to specific equipment.
4. All service under this rate is subject to CORE's established Regulations.

PAYMENT

The above rates are net of taxes, franchise fees and any other mandated surcharges. The due date of the bill shall be approximately twenty (20) days following the billing date.

FRANCHISE FEE

Franchise Fee Surcharge Schedule located in OTHER FEES.

GOVERNMENTAL MANDATED FACILITY CHANGES

This rate schedule is subject to Part V: Extension Regulations, Governmental Mandated Facility Changes.

COINCIDENT PEAK DISTRIBUTION SERVICE (CPD)

AVAILABILITY

Available at all locations on CORE's Distribution System where primary voltage service is deemed to be feasible by CORE.

APPLICABILITY

Applicable to non-residential Consumers of CORE who require three-phase service at CORE's available primary distribution voltage. This service applies to services with metered demand of 2,000 kW or greater. All eligible Consumers selecting this rate must remain on this rate schedule for a minimum of twelve (12) consecutive months.

TYPE OF SERVICE

Three-phase, sixty (60) cycle, at CORE's standard primary voltage levels. Service will be metered at said voltage level, and final voltage transformation will be provided by the Consumer.

RATE

Basic Service charge, per month	$ 775.00
Basic demand charge, per kW, per month	$ 10.36
Coincident peak demand charge, per kW, per month	$ 20.53
All kWh, per kWh	$ 0.04600

Rates may be adjusted annually to reflect changes to the cost of purchased energy, demand, or transmission services.

DETERMINATION OF BILLING DEMAND

The basic billing demand shall be the greater of:

1. the maximum average kilowatt load used by the Consumer for any period of fifteen (15) consecutive minutes during the billing period for which the bill is rendered, as indicated or recorded by a demand meter, or
2. fifty percent (50%) of the highest billed basic demand during the preceding twelve (12) months.

The coincident peak demand shall be the average kilowatt load used by the Consumer during the hour coincident with the monthly native load peak demand for Public Service Company of Colorado. The monthly native load peak demand for Public Service Company of Colorado shall be the maximum monthly load of its retail and requirements wholesale customers, as reported to CORE by Public Service Company of Colorado.

POWER FACTOR

This rate is subject to the power factor surcharge described in Section 8.8 of Part IV: Electric Service Regulations.

MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be the basic service charge for each meter billed under this rate.

CONDITIONS OF SERVICE

1. All wiring, pole lines, and other electrical equipment beyond the metering point are considered the property of the Consumer and shall be furnished and maintained by the Consumer unless otherwise agreed in writing by CORE as to specific equipment.
2. All service under this rate is subject to CORE's established Regulations.

PAYMENT

The above rates are net of taxes, franchise fees and any other mandated surcharges. The due date of the bill shall be approximately twenty (20) days following the billing date.

FRANCHISE FEE

Franchise Fee Surcharge Schedule located in OTHER FEES.

GOVERNMENTAL MANDATED FACILITY CHANGES

This rate schedule is subject to Part V: Extension Regulations, Governmental Mandated Facility Changes.

COINCIDENT PEAK SUBSTATION SERVICE (CPS)

AVAILABILITY

Available to non-residential Consumers where such service is deemed to be feasible by CORE..

APPLICABILITY

Applicable to non-residential Consumers of CORE who require three-phase service at CORE's available sub-transmission or distribution voltages (below 44 kV) and taking service at a CORE substation. This service applies only to service with metered demand of 2,000 kW or greater. All eligible Consumers selecting this rate must remain on this rate schedule for a minimum of twelve (12) consecutive months.

TYPE OF SERVICE

Three-phase, sixty (60) cycle, at available sub-transmission or distribution voltage.

RATE

Basic Service charge, per month	$ 775.00
Basic demand charge, per kW, per month	$ 8.71
Coincident peak demand charge, per kW, per month	$ 20.23
All kWh, per kWh	$ 0.04534

Rates may be updated annually to reflect changes in the cost of purchased energy, demand, and transmission services.

DETERMINATION OF BILLING DEMAND

The basic billing demand shall be the greater of :

1. the maximum average kilowatt load used by the Consumer for any period of fifteen (15) consecutive minutes during the billing period for which the bill is rendered, as indicated or recorded by a demand meter, or
2. Fifty percent (50%) of the highest billed basic demand during the preceding twelve (12) months.

The coincident peak demand shall be the average kilowatt load used by the Consumer during the hour coincident with the monthly native load peak demand for Public Service Company of Colorado. The monthly native load peak demand for Public Service Company of Colorado shall be the maximum monthly load of its retail and requirements wholesale customers, as reported to CORE by Public Service Company of Colorado.

POWER FACTOR

This rate is subject to the power factor surcharge described in Section 8.8 of Part IV: Electric Service Regulations.

MINIMUM MONTHLY CHARGE

The basic service charge shall be the minimum charge.

CONDITIONS OF SERVICE

1. All wiring, pole lines, and other electrical equipment beyond the metering point are considered the property of the Consumer and shall be furnished and maintained by the Consumer unless otherwise agreed in writing by CORE as to specific equipment.
2. All service under this rate is subject to CORE's established Regulations.

PAYMENT

The above rates are net of taxes, franchise fees and any other mandated surcharges. The due date of the bill shall be approximately twenty (20) days following the billing date.

FRANCHISE FEE

Franchise Fee Surcharge Schedule located in OTHER FEES.

GOVERNMENTAL MANDATED FACILITY CHANGES

This rate schedule is subject to Part V: Extension Regulations, Governmental Mandated Facility Changes.

COINCIDENT PEAK TRANSMISSION SERVICE (CPT)

AVAILABILITY

Available to non-residential Consumers located on or near CORE's transmission lines where such service is deemed feasible by CORE.

APPLICABILITY

Applicable to non-residential Consumers who require three-phase service at transmission voltage (above 44 kV). All eligible Consumers selecting this rate must remain on this rate schedule for a minimum of twelve (12) consecutive months.

TYPE OF SERVICE

Three-phase, sixty (60) cycle, at available transmission voltages.

RATE

Basic Service charge, per month	$ 1,650.00
Basic demand charge, per kW, per month	$ 3.09
Coincident peak demand charge, per kW, per month	$ 19.93
All kWh, per kWh	$ 0.04468

Rates may be updated annually to reflect changes in the cost of purchased energy, demand, and transmission services.

DETERMINATION OF BILLING DEMAND

The basic billing demand shall be the greater of:

1. the maximum average kilowatt load used by the Consumer for any period of fifteen (15) consecutive minutes during the billing period for which the bill is rendered, as indicated or recorded by a demand meter, or
2. fifty percent (50%) of the highest billed basic demand during the preceding twelve (12) months.

The coincident peak demand shall be the average kilowatt load used by the Consumer recorded at the hour coincident with the monthly native load peak demand for Public Service Company of Colorado. The monthly native load peak demand for Public Service Company of Colorado shall be the maximum monthly load of its retail and requirements wholesale customers, as reported to CORE by Public Service Company of Colorado.

POWER FACTOR

This rate is subject to the power factor surcharge described in Section 8.8 of Part IV: Electric Service Regulations.

MINIMUM MONTHLY CHARGE

The basic service charge shall be the minimum charge.

CONDITIONS OF SERVICE

1. All wiring, pole lines, and other electrical equipment beyond the metering point are considered the property of the Consumer and shall be furnished and maintained by the Consumer unless otherwise agreed in writing by CORE as to specific equipment.
2. All service under this rate is subject to CORE's established Regulations.

PAYMENT

The above rates are net of taxes, franchise fees and any other mandated surcharges. The due date of the bill shall be approximately twenty (20) days following the billing date.

FRANCHISE FEE

Franchise Fee Surcharge Schedule located in OTHER FEES.

GOVERNMENTAL MANDATED FACILITY CHANGES

This rate schedule is subject to Part V: Extension Regulations, Governmental Mandated Facility Changes.

LIGHTING SCHEDULE (L)

AVAILABILITY

Available to cities, towns, villages, residential, and commercial Consumers of CORE for the installation of exterior lights at or near the entrance to consumer-owned property, subdivision lighting, and highway lighting, subject to CORE's established Regulations covering this type of service.

APPLICABILITY

Applicable to residential and non-residential Consumers in all areas utilizing company-owned lighting facilities.

MONTHLY RATE – EXTERIOR AND STREET LIGHTING

Company-owned, installed, and maintained service.

Fixture type	Monthly Charge Per Light
175W mercury vapor light or comparable LED light	$ 23.31
175W metal halide light or comparable LED light	$ 23.31
250W metal halide light or comparable LED light	$ 41.26
100W high-pressure sodium light or comparable LED light	$ 33.39
150W high-pressure sodium light or comparable LED light	$ 40.64
200W high-pressure sodium light or comparable LED light	$ 52.92
400W high-pressure sodium light or comparable LED light	$ 61.75

PAYMENT

The above rates are net of taxes, franchise fees and any other mandated surcharges. The due date of the bill shall be approximately twenty (20) days following the billing date.

SECURITY LIGHT INSTALLATION

Consumers requesting an exterior light will be responsible for the installation expense, as per the Extension Regulations.

SUBDIVISION STREET LIGHTING

Ornamental street lighting facilities for underground subdivisions, or overhead street lighting facilities on wooden poles for overhead subdivisions, will be installed upon request of the developer or other qualified applicant. Applicant will be responsible for the construction cost of the streetlight facilities. Labor, material, and overhead cost associated with the streetlights will be made a part of the total electric distribution cost for the development. The applicant will enter into a contract for service with CORE and must comply with the terms of said contract before scheduling construction of facilities.

Street lighting may be designed and installed for the benefit of multiple Consumers within a defined area pursuant to Part V: Extension Regulations. The monthly charge for the shared lights shall be prorated and billed to such Consumers.

FRANCHISE FEE

Franchise Fee Surcharge Schedule located in OTHER FEES.

GOVERNMENTAL MANDATED FACILITY CHANGES

This rate schedule is subject to Part V: Extension Regulations, Governmental Mandated Facility Changes.

NON-METERED SERVICE (F)

AVAILABILITY

Available to single-phase non-residential Consumers subject to CORE's established Regulations covering this type of service.

APPLICABILITY

Applicable to non-residential Consumers in all areas of CORE's service area who require one (1) kVA or less of transformer capacity. Non-metered service shall be provided by CORE using single phase, line side conductors at primary voltages, where the load is limited to one thousand watts (1000 watts). Service hereunder shall be limited to instances where CORE determines that such usage is of a non-peaking nature, a meter location is hazardous to the public or has limited or no access for CORE personnel, or where it may not be economical to install and read a meter. This rate is not applicable to street lighting, pedestrian lighting, or traffic signal facilities where multiple loads are connected at each load point or intersection.

TYPE OF SERVICE

Single-phase, sixty (60) cycle, at available primary voltage.

MONTHLY AVERAGE KILOWATT AND KILOWATT-HOUR USE DETERMINATION

Applicant must provide a detailed list of all electrical loads and use duration to CORE to determine an average monthly capacity and energy usage. CORE may, at its sole discretion, require testing of Consumer equipment for verification of actual capacity and energy usage. The average monthly capacity of the device(s) taking non-metered service, or a device that is representative of such device, will represent the monthly billing demand for billing purposes. The average monthly energy usage determined by CORE will represent the monthly energy usage for billing purposes.

RATE

Basic Facilities charge, per month	$ 5.50
Demand charge, per kW per month	$ 1.41
Energy Charge, per kWh	$ 0.11273

MINIMUM MONTHLY CHARGE

The minimum charge will be the same as this monthly flat rate, as calculated.

PAYMENT

The above rates are net of taxes, franchise fees and any other mandated surcharges. The due date of the bill shall be approximately twenty (20) days following the billing date.

FRANCHISE FEE

Franchise Fee Surcharge Schedule located in OTHER FEES.

GOVERNMENTAL MANDATED FACILITY CHANGES

This rate schedule is subject to Part V: Extension Regulation, Governmental Mandated Facility Changes.

SMALL QF SERVICE (QF)

AVAILABILITY

Available to CORE Consumers who own and operate small renewable generators (Facility) that meet the requirements of a Qualifying Facility under the Public Utilities Regulatory Policy Act, as amended, and its regulations 18 CFR 292.101 et seq. with nameplate capacity no greater than 500 kW (small QFs). Service under this rate schedule is subject to CORE's Rates and Regulations.

APPLICABILITY

Applicable to all Consumers who operate qualifying generation with nameplate capacity greater than the requirements for net metering specified in Colorado Revised Statutes 40-9.5-118(2)(e), as may be amended, in parallel with CORE's distribution facilities. Applicable on an optional basis to any Consumer who is otherwise eligible for net metering. All eligible Consumers selecting this rate must remain on this rate for a minimum of twelve (12) consecutive months.

Service under this rate must be accompanied by service under an applicable rate schedule for provision of electrical service from CORE. Small QF Service is not available to Consumers who charge a battery storage system from the grid.

Consumer shall comply with all requirements in CORE's Small Generator Interconnection Procedure and enter into a Small Generator Interconnection Agreement prior to installing or operating its generator.

Prior to starting service under this rate schedule, Consumers shall submit a signed statement acknowledging the conditions of service for the Small QF Service.

TYPE OF SERVICE

Single or three-phase service, as available, sixty (60) cycle, at available secondary voltage.

POWER PURCHASE

CORE shall purchase all exported energy measured by a single billing meter located at the point of interconnection between CORE's Facilities and the Consumer's premise. This purchase will include any power and capacity exported from Consumer's premise. Payment shall be calculated by multiplying Consumer's exported energy, in kWh, by CORE's avoided cost as published on its website and updated at CORE's sole discretion. Exported energy is not subject to the Wholesale Power Cost Adjustment Rider.

CORE may offer multiple compensation rates, including without limit seasonal or time-differentiated pricing. Consumer may elect to change its compensation rate no more than once in any consecutive twelve (12) month period.

Consumer shall reimburse CORE for any charges related to Consumer's generation which are imposed by any third-party having authority to do so, including without limitation, a Balancing Authority, Regional Transmission Organization, or Independent System Operator.

PAYMENTS

CORE shall make payments to the Consumer taking service under this rate schedule on a like term with the normal billing schedule applicable to the retail service applicable to Consumer's premise. CORE, at its sole discretion, may provide a bill credit or pay the Consumer for exported energy subject to this tariff. CORE may apply any payment under this rate schedule to any amount due for electric service for the Consumer.

MINIMUM MONTHLY CHARGE

The minimum charge shall be the basic service charge specified in the rate schedule applicable to Consumer's premise.

PAYMENT

The above rates are net of taxes, franchise fees and any other mandated surcharges.

GOVERNMENTAL MANDATED FACILITY CHANGES

This rate schedule is subject to Part V - Extension Regulations, Governmental Mandated Facility Changes.

CONDITIONS OF SERVICE

1. Consumer represents and warrants that the execution, delivery, and receipt of service under this rate schedule are within its powers.
2. Consumer represents and warrants it is capable of assessing the merits and risks of this rate schedule and has made its own independent decision to request service under this rate schedule.
3. Consumer will obtain and maintain all regulatory authorizations necessary for it to legally perform its obligations under this rate schedule.
4. Consumer will perform its obligations under this rate schedule in a manner that does not violate any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it.
5. Consumer hereby assigns all RECs from the Facility to CORE and has not conveyed, transferred, or assigned such attributes to any third party.
6. CORE acknowledges and agrees that it is not entitled to state and federal tax credits, in existence or hereinafter created, related to the purchase, ownership, and operation of the Facility.
7. Title to and risk of loss related to electricity generated at the Facility will transfer from the Consumer to CORE at the Point of Interconnection.
8. Consumer will deliver to CORE electricity that is free and clear of liens, security interests, claims and encumbrances or any interest arising prior to the Point of Interconnection.
9. Consumer is responsible for all third-party charges, taxes, fees, costs, levies, and fine, including those from federal, state or local governments or agencies, associated with the production and sale of energy and RECs.
10. If any third-party charges, taxes, fees, costs, levies, and fine, including those from federal, state or local governments or agencies, are assessed for the sale of electricity or RECs by Consumer to CORE, such charges shall be charged to CORE, and Consumer shall be responsible for remitting any such amount to the assessing entity. If such charges are assessed, CORE reserves the right to adjust the price it pays for energy delivered to it to accurately reflect CORE's avoided cost.
11. CORE, its authorized agents, employees, and inspectors will have the right to inspect the Facility on reasonable advance notice during normal business hours and for any purposes reasonably connected with this rate schedule.
12. CORE and Consumer (referred to individually as Party) shall at all times indemnify, defend, and save the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits,

recoveries, costs and expenses, court costs, attorney fees, and all other obligations to third parties arising out of or resulting from any action or inaction under this rate schedule by the Party, its agent, contractor, assignee, or representative, except in cases of negligence or intentional wrongdoing by the indemnified Party. All indemnity rights will survive the termination of this rate schedule or termination of Consumer's participation in this rate schedule.

13. Neither Party will be liable for consequential, incidental, punitive, exemplary, or indirect damages, lost profits, or other indirect or direct business interruption and system failure damages, by statute, in tort, or contract unless expressly provided herein.

SECTION 2. RIDERS

WHOLESALE POWER COST ADJUSTMENT RIDER (WPCA)

APPLICABILITY

Applicable to all Consumers taking metered electric service under all rate schedules. The WPCA is applied to all kilowatt-Hours (kWh or “energy”) sold by CORE. The WPCA is applied uniformly to kWhs recorded during the on-peak and off-peak periods for Consumers taking service under an Optional Time-of-Use Rate or Rider.

CALCULATION

The WPCA will be calculated quarterly for a future recovery period, typically consisting of the subsequent twelve (12) calendar months unless otherwise authorized by CORE’s Board of Directors. The WPCA will be computed as follows:

The sum of:

- The forecast generation fuel, purchased power, and related costs for the recovery period projected to be over or under collected at the end of the recovery period; and
- The balance of fuel, purchased power, and related costs over or under collected at the beginning of the recovery period carried from prior periods

Divided by:

- CORE’s forecasted sales subject to the WPCA for the recovery period.

OPTIONAL TIME-OF-USE RIDER (TOU)

AVAILABILITY

This Optional Time-of-Use Rider (TOU) is available to existing and new Consumers of CORE taking service under the following rate schedules: Small General Service (SG1 or SG3), Irrigation Service (I), Residential Service – Demand Metered (C), Industrial Service (S), and Large Power Service(LPS). A Consumer choosing this optional rider will be served under the otherwise applicable terms and conditions of the Consumer's standard rate schedule.

TOU shall be available as an option to Consumers otherwise served under the schedules listed below to encourage off-peak power consumption. A Consumer exiting the TOU program or disconnected for non-payment may not be allowed to return to the TOU program for at least twelve (12) months.

APPLICABILITY

Applicable on an optional basis to existing and new Consumers in all areas of CORE's service area. All eligible Consumers selecting this optional service may elect to cancel their participation in this TOU service before CORE issues a fifth (5th) consecutive bill for TOU service under this rate schedule. Any participating Consumer who has not canceled their participation as described herein must remain on this rider for a minimum of twelve (12) consecutive months.

RATE

For Consumers taking service under Irrigation Service (I), the following energy costs per kWh shall apply to the kWhs recorded during the on-peak and off-peak periods:

	Basic Service Charge	Basic Demand Charge, per kW	On-Peak Period Energy Charge, per kWh	Off-Peak Period Energy Charge, per kWh
Irrigation Service (IT)	$ 60.00	$ 8.20	$ 0.23588	$ 0.05000

For Consumers taking service under Optional Residential Service – Demand Metered (C/CSD), Industrial Service (S), Small General Service (SG1/E1 or SG3/E3), and Large Power Service (LPS/FP), the following on-peak period demand charge per kW of billing demand shall apply to the maximum demand recorded during the on-peak period, and the basic demand charge shall apply to the maximum demand recorded for the billing period, whenever such demand occurs:

	Basic Service Charge	On-Peak Period Demand Charge, per kW	Basic Demand Charge, per kW	Energy Charge, per kWh
Residential Demand Service (CT)	$ 20.00	$ 7.53	$ 7.85	$ $0.08907
Industrial Service (ST)	$ 300.00	$ 12.34	$ 12.63	$ 0.06130
Small General Service (SG1T)	$ 32.00	$ 5.50	$ 6.50	$ 0.07594
Small General Service (SG3T)	$ 60.00	$ 6.58	$ 8.00	$ 0.07461
Large Power Service (LPST)	$ 165.00	$ 7.71	$ 9.77	$ 0.07224

TOU PERIODS

Pricing periods are established year-round according to the current Mountain Time Zone. The on-peak and off-peak periods applicable to service for billing purposes shall be as follows:

1. On-Peak Period: 4 p.m. to 8 p.m. (beginning 16:00 to hour ending 20:00)
2. Off-Peak Period: 8 p.m. to the succeeding 4 p.m. (beginning 20:00 to hour ending 16:00)

DETERMINATION BILLING DEMAND

The on-peak period billing demand shall be the maximum kilowatt load used by the Consumer for any period of fifteen (15) or sixty (60) consecutive minutes depending upon the applicable rate during the on-peak period of the service period for which the bill is rendered, as indicated or recorded by a demand meter.

The basic billing demand shall be the maximum kilowatt load used by the Consumer for any period of fifteen (15) or sixty (60) consecutive minutes depending upon the applicable rate during the service period, whenever such demand occurs, for which the bill is rendered, as indicated or recorded by a demand meter.

MINIMUM MONTHLY CHARGE

The basic service charge as specified under the applicable rate shall be the minimum charge.

PRIMARY VOLTAGE SERVICE RIDER (PVSR)

AVAILABILITY

The Primary Voltage Service Rider (PVSR) is available at all locations on CORE's primary Distribution System where primary voltage service is deemed to be feasible by CORE.

APPLICABILITY

This Rider is applicable to any Consumer taking service at primary voltage under the Industrial Service (S) or Optional Industrial Service TOU (ST) rate schedules with a minimum service requirement of 500 kW.

TYPE OF SERVICE

Primary voltage service is offered as AC; sixty (60) cycle; three-phase service at any of CORE's standard primary voltage levels equal to or above 12.5 kilovolts (phase-to-phase). Service will be metered at said voltage level, and final voltage transformation will be provided either by the Consumer or as part of an Electric Service Contract between the Consumer and CORE. All service hereunder will be supplied at one location through one Point of Delivery and measured through one meter.

RATE DISCOUNT

The demand and/or energy charges of the rate schedule under which the Consumer takes service, will be discounted according to the following schedule:

1. For Consumers receiving service directly from CORE's 12.5kV primary Distribution System, the discount will reduce the Consumer's energy charge by one and one-quarter percent (1.25%) and will reduce the Consumer's demand charge by eleven percent (11.0%).

CONDITIONS OF SERVICE

1. The provision of CORE-owned transformation equipment to facilitate the Consumer taking service under this schedule will be negotiated on a case-by-case basis as part of the Electric Service Contract between the Consumer and CORE.
2. All provisions of the Consumer's regular rate schedule which are not specifically changed by the Rider will remain in full force and effect.
3. If a Consumer taking service under this rider fails to maintain their load at or above 500 kW, CORE may, at its own discretion, remove the Consumer from this rider. Any costs associated with such removal will be borne by the Consumer.

OPTIONAL RENEWABLE ENERGY SERVICE RIDER (RE)

AVAILABILITY

Available to all existing and new Consumers purchasing retail electric service from CORE, except as described below. Participation in the program is on a first-come, first served basis and may be limited by availability of electric energy and renewable energy credits from eligible sources at CORE's sole discretion. Service under this tariff is subject to CORE's established Regulations. Individual Consumer's participation may be limited to 10% of the energy and RECs available for service under this rider in a single calendar year.

This rider is not available to kWh billed under the Lighting Schedule (L), Non-Metered Service (F), the Optional Standby Service Rider (SSR), under a prepaid billing plan, or under a levelized billing plan.

TYPE OF SERVICE

Renewable energy as used under member's standard rate schedule and associated Renewable Energy Credits.

RATE

100% Offset Option

For all metered electricity purchased on a per kWh basis. Consumers purchasing more than 1,500 MWh per month, on average, at one service location may not be eligible to participate using the 100% Offset option.

All kWh, per kWh	$0.00550

Block Purchase Option

For each 100-kWh increment of energy elected by a participating Consumer, not to exceed 100% of the previous annual electric consumption. Consumers purchasing more than 1,500 MWh per month, on average, may be required to purchase under the Block Purchase option.

Elected energy, per 100-kWh block	$ 0.55/month

CONDITIONS OF SERVICE

1. Consumers may terminate participation by providing 30-day written notice to CORE and may not be allowed to resume participation for a period of twelve (12) months.
2. CORE will retire Renewable Energy Credits equal to sales of electricity under this tariff on behalf of participating Consumers at least annually. CORE counts a percentage of such retirements (equal to its obligations under the Colorado Renewable Energy Standard), towards its compliance obligations as described in Colorado Revised Statutes §40-2-124, as such may be amended or superseded.
3. The Renewable Energy Service Rider charge is in addition to the full retail rate billed for service under the Consumer's regular rate schedule.
4. All provisions of the Consumer's regular rate schedule which are not specifically changed by the Rider will remain in full force and effect.

STANDBY SERVICE RIDER (SSR)

AVAILABILITY

Available throughout CORE's service territory, where deemed feasible by CORE, to Consumers whose premises or equipment are regularly supplied with electric energy from generating facilities other than those provided by CORE or who desire a redundant source from a separate electric circuit.

Where a Consumer self-supplies all or part of the Consumer's own load using a generator rated at or above 500 kW (AC) and desires CORE to provide standby service for that load, the Consumer must contract for such service under this rider, otherwise CORE has no obligation to supply the non-firm service.

APPLICABILITY

Applicable to Consumers requiring standby service currently being served under the Large Commercial (LPS), Industrial (S), Optional High Load Factor (HLF), Coincident Peak Distribution (CPD), Coincident Peak Substation (CPS), or Coincident Peak Transmission (CPT) tariff sheets.

TYPE OF SERVICE

Substation Service is offered at Points of Delivery located at a CORE substation. Consumer is responsible to construct, own, operate, and maintain any facilities necessary to receive service beyond each Point of Delivery.

Primary Voltage service is offered as AC, sixty (60) cycle, three-phase service at CORE's standard primary distribution voltage level.

Secondary Voltage service is offered as AC, sixty (60) cycle, three-phase service at any of CORE's secondary voltage levels.

RATE

Consumers taking redundant Standby Service shall pay an additional Basic Service Charge under the applicable regular rate schedule for each additional metering point as specified in the Standby Service Agreement.

Standby Capacity Reservation charge, per kW of standby capacity

Primary Voltage, Substation Service	$ 2.38
Primary Voltage, Distribution Service	$ 3.03
Secondary Voltage	$ 5.53

DETERMINATION OF STANDBY CAPACITY

Standby capacity is the maximum demand (in kilowatts) determined by Consumer and approved by CORE as representing the Consumer's maximum service requirements and contracted for by Consumer. In the event the maximum demand measured by a meter under the Consumer's base rate exceeds the contracted standby capacity, such recorded maximum demand shall become the new standby capacity commencing with the billing period in which such demand was recorded and continuing for the remaining term of the contract or until superseded by a higher recorded demand.

CONDITIONS OF SERVICE

1. Service hereunder is available only to Consumers who have executed a Standby Service Agreement that specifies the Consumer's initial contract Standby Capacity requirements.
2. Consumer's generating equipment, if applicable, shall not be operated in parallel with CORE's facilities until Consumer has entered into an Interconnection Agreement with CORE and CORE has provided permission for the generator to operate in writing.
3. Consumer shall reimburse CORE for any charges related to Consumer's generator that are billed to CORE by any applicable third party under such party's Open Access Transmission Tariff, if applicable.
4. All provisions of the Consumer's regular rate schedule which are not specifically changed by the Rider will remain in full force and effect.

OTHER FEES

FRANCHISE FEE SURCHARGE

APPLICABILITY

To only those Consumers residing in a municipality that has a municipality franchise agreement.

RATE

The franchise fee or tax percentages for each municipality shown below will be applied to each Consumer's electric revenues residing in that municipality and surcharged on the Consumer's bill:

Municipality	% Franchise Charge
Bennett	3%
Kiowa	3%
Deer Trail	3%/services over $10,000 2%
Elizabeth	3%/services over $10,000 2%
Palmer Lake	3%/services over $10,000 2%
Larkspur	3%/services over $10,000 2%
Castle Rock	3%/services over $10,000 2%
Parker	4%*
Woodland Park	3%/services over $10,000 2%
Foxfield	3%/services over $10,000 2%
Centennial	3%
Castle Pines North	3%

If CORE is granted a franchise by any municipality within its certified area and accepts the same, CORE shall have the right to adjust its franchise fee surcharge to recover the franchise tax that may be imposed by such franchise.

In the event of any discrepancy between CORE's Rates and Regulations and the terms of a municipality's franchise agreement regarding franchise fees, the fee collected shall be at the rate specified in the applicable franchise agreement. Where a municipality imposes a franchise fee or tax, pursuant to a franchise agreement, that differs from CORE's Rates and Regulations, CORE will collect and remit the fee at the rate identified in the municipality's franchise agreement, notwithstanding any conflicting provisions in CORE's Rates and Regulations. CORE reserves the right to adjust its franchise fee surcharge to ensure compliance with the terms of any accepted municipal franchise agreement.

*Excise tax (in lieu of franchise fee).

FEES AND CHARGES

Description	Fees/Charges
Electronic-Only Statement Credit	($0.55)/month
New Account Connection Fee	$20.00
Disconnect Notice Fee	$9.25
Insufficient Funds Fee	$20.00
Special Handling Charge (per each billing)	$2.00
Meter Test Fee	$60.00
Meter Diversion Fee (minimum)	$500.00
Meter Tampering Fee	$200.00
Small Generation Interconnection Fee (Level 1)	$ 350.00
Small Generation Interconnection Fee (Level 2 and 3)	$500.00

The following field service charge shall be assessed on a Consumer's account for service calls requested by a Consumer, or a Consumer's authorized 3rd party, to address issues that do not arise from CORE equipment installation, failure, design, or operation.

During normal working hours	$60.00
After normal working hours, only upon request of the Consumer	$120.00

The following field service charge shall be assessed on a Consumer's account for service calls requested by a Consumer, or a Consumer's authorized 3rd party, following a failed inspection or missed appointment to inspect a Qualifying Facility or Net-Metering System.

During normal working hours.	$250.00

Reconnection Fees: Depending on whether the Consumer's meter can be reconnected remotely, the following fees apply:

Description	Fees/Charges
On-site Reconnection Fee, other than normal working hours	$120.00
On-site Reconnection Fee, during normal working hours	$60.00
Remote Reconnection Fee, other than normal working hours urs	$20.00
Remote Reconnection Fee, during normal working hours	$10.00

Project Application Fees: In addition to the costs shown below for new work requests, the applicant will be responsible for an additional design fee based on the cost to prepare the estimate if CORE elects to use an outside consultant for design or engineering studies as described in the Extension Regulations, Section 2.e.

Description	Fees/Charges
Work Request Project Application Fee - Single service 1-phase ≤ 400 amp or 3-phase ≤ 200 amp	$300.00
Work Request Project Application Fee - Single service 1-phase > 400 amp or 3-phase >200 amp	$650.00
Work Request Project Application Fee - Development	$1000.00 + $50.00/meter
Work Request Project Application Fee Main Feed	$2,500.00
Joint Use Make Ready Project Design Fee	$1,000.00 + $150.00/pole

Plant Investment Fees

Description	Fees/Charges
Single Phase, New Service, ≤ 200 amp	$500.00
Single Phase, New Service, > 200 amp	$1,000.00
Three Phase, New Service, Secondary Voltage, ≤ 200 amp	$1,500.00
Three Phase, New Service, Secondary Voltage, > 200 amp	$5,000.00
New Service, Primary or Transmission Voltage	$5,000.00
Service Upgrade (Single or Three Phase, per amp, per phase)	$2.50

CORE ELECTRIC COOPERATIVE

RATES AND REGULATIONS

PART IV: ELECTRIC SERVICE REGULATIONS

Adopted by the Board of Directors

Effective August 1, 2026

Rates and Regulations Resolution BR26-24

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SECTION 1. GENERAL PROVISIONS

The following Electric Service Regulations set forth the terms and conditions under which CORE supplies electric service to Consumers in CORE's service area.

All electric service shall be subject to these Electric Service Regulations contained herein, together with the Rates and Regulations applicable to the individual class of service taken by the Consumer, with such supplements and revisions thereto as are from time to time in effect and on file with CORE.

Service furnished by CORE is also subject to the electric wiring and installation rules provided in CORE's Builder/Developer Service Requirements, the National Electric Code, and any municipal, county or state electric wiring ordinances.

Any waiver at any time of CORE's rights or privileges under these Electric Service Regulations will not be deemed a waiver as to any breach or other matter subsequently occurring.

SECTION 2. INFORMATION FOR THE PUBLIC

2.1 Normal Work Hours

a. CORE's normal work hours shall be posted in a conspicuous place at CORE's offices and at www.core.coop.

2.2 Operating Schedules and Interruptions of Service

a. CORE shall adopt an operating schedule providing for continuous service throughout its entire service area and report any changes in the operating schedule to the Board of Directors.

b. CORE shall keep a record of all interruptions of service upon its entire system, including a statement of the time, duration, and cause of any such interruption. All records under this regulation shall be retained by CORE for a period of not less than three (3) years.

2.3 Filing of Rate Schedules and Regulations

a. Copies of all current Rate Schedules, forms of routine contracts, charges for service connections and all Regulations covering relations with the Consumer shall be kept on file by CORE, posted on the website and shall be open to inspection by the public during regular business hours.

2.4 Reports to the Commission

a. CORE shall make such special reports to the Commission as is required by law.

2.5 Preservation and Imaging of Records

a. The books of accounts and other records prepared by or on behalf of CORE shall be preserved in accordance with the regulations prescribed by the Federal Regulatory Energy Commission.

b. Nothing in these Regulations shall prevent CORE from imaging any records it desires, provided that the imaged record shall be retained for the same period of time as specified for the original records.

2.6 Foreign Electricity

a. CORE's Rates are based upon exclusive use of its electric service by the Consumer. No other source of electric energy shall be connected to any installation attached to CORE's electric Distribution System except by contract approved by CORE. Contracted connections shall be installed per the Small Power Production and Cogeneration Facilities or Net-Metering rules included in these Regulations.

b. Consumer-owned generation serving only the Consumer will not be considered a foreign source of power.

c. Standby generators for emergency use shall not be considered a foreign source of power.

2.7 Accidents

a. CORE shall report to the proper authority, within two hours of CORE becoming aware, each accident in connection with the operation of its property, facilities or service, resulting in death, serious injury, or significant property damage. A report will be prepared to document each accident and will include:

   1. Date, time, place, location.
   2. Extent of injuries and other damage.
   3. Names of all parties involved.
   4. Type of accident.

b. A post investigation report shall be prepared and provided to the required authorities.

2.8 Continuity of Service

a. CORE shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy, but if such supply shall fail, be interrupted, or become defective through an act of God or the public enemy, by accident, strikes, labor troubles, fires, contact by foreign elements, inability to secure right-of-way or other permits needed, or any cause beyond reasonable control of CORE, CORE shall not be liable, therefore, for any injury to Persons, damage to property, monetary loss or loss of business caused.

b. For the purposes of making repairs to or changes in CORE's plant, generating equipment, transmission or Distribution System, or other property, CORE may, without incurring any liability, suspend service for such period as may be required. CORE will not inconvenience the Consumer unnecessarily and, whenever possible, will give reasonable notice to the Consumer prior to such suspension of service.

c. Interruptions in service, however, will not relieve the Consumer from any charges for service actually supplied, nor will accidents to Consumer's equipment or machinery, or failure of Consumer's installations not due to the fault of CORE, relieve the Consumer of payment of minimum charges under the applicable rate or contract.

d. When electric service facilities become idle to any location for a period greater than twelve (12) months, CORE may give written notice to the owner of record that if the owner desires that the electric service facilities continue to remain in place, the owner must pay the basic service charge for each normal billing period or other greater amount established by agreement with CORE. If the owner does not respond or elects to not pay the basic service charge, CORE may remove all or a portion of the electric

service facilities at the location. Any reinstallation of the electric service facilities at the location shall be made pursuant to CORE's Extension Regulations.

SECTION 3. INFORMATION FOR CONSUMERS

3.1 Information for Consumers

a. CORE shall at any time, on request, give its Consumers such information and assistance as is reasonably possible in order that Consumers may secure safe and efficient service.

b. CORE shall, on request, explain to its Consumers the method of reading meters.

3.2 Membership in CORE

a. Each of CORE's Consumers shall become a Member of CORE at the time of application for service under conditions prescribed by CORE's Bylaws, unless the Consumer specifically requests in writing at the time of the application that the Consumer not become a CORE Member.

b. Membership in CORE is not required as a condition of receiving electric service.

3.3 Requests for Electric Service

a. Requests for electric service must be made by the Person who will be obligated on the service account or that Person's agent or representative with documentation authorizing such agent or representative to act on the Person's behalf. Commercial or business entities are required to provide an IRS Form W-9 to CORE. The use of electric service shall constitute an agreement under which the user receives electric service and agrees to pay CORE therefore in accordance with applicable Rates and Regulations. 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 CORE for payment, subject to conditions hereinafter stated, whether or not service is listed in their name. The primary obligor for payment is the Consumer or Person in whose name service with CORE is listed. CORE is obligated to pursue reasonable and timely efforts to effect payment by or collections from the Consumer of record. In the event such efforts are unavailing, and it is necessary for CORE to effect payment by or collection from a user who is not the Consumer of record by transfer of an account or otherwise, CORE 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 written complaint to CORE's CEO or their designee. The benefits and obligations of the agreement for service may not be assigned without written consent of CORE. A separate agreement, if necessary, will be made for each class of service at each separate location.

3.4 Wiring Inspections

a. The electrical wiring of each Person requesting service at premises not connected to CORE's Distribution System shall be inspected and approved by state, county, or local authorities before service is rendered by CORE. CORE shall not be responsible, however, for failure of the Person to obtain said inspection.

b. CORE may, at its option, cause a similar wiring inspection to be made of any existing Consumer's wiring if CORE has reason to believe that dangerous wiring or overloading of the service may exist on

the Consumer's side of the Point of Delivery. Service may be discontinued in the event faulty wiring is discovered which creates a hazard to the occupants of the premises or property of the Consumer.

3.5 Service Connection Fees

a. A New Account Connection Fee specified in the Electrical Rate Schedules, Fees and Charges will be required for each service connection. Payment of a New Account Connection Fee shall make the Consumer eligible for one (1) service connection.

b. A Service Connection is defined as any connection or reconnection of service that results in establishing a new account for billing purposes, the transfer of an existing account, or following the issuance of a final bill.

3.6 Electronic-Only Billing Credit

Consumers electing to receive billing statements via electronic means only shall be credited an amount specified in the Electrical Rate Schedules, Fees and Charges on each monthly statement.

3.7 Choice of Rates

a. The schedule of rates shall be on file at all offices of CORE and available on CORE’s website. When there are two (2) or more rates applicable to any class of service, CORE will, upon request of the Person, explain the conditions, character of installation or use of service governing the several rates and assist in the selection of the rates most suitable for the Person’s requirements. The Person, however, shall be responsible for final selection of said rate, and CORE shall assume no liability therefore.

b. Consumers are placed on standard rate schedules based upon their type of service and the actual or expected characteristics of their electric service, including monthly consumption and maximum demand. CORE may, in its sole discretion, periodically review Consumers’ eligibility for their selected rate and, following written notice to affected Consumers, place the Consumer on the most appropriate standard rate schedule based on historical consumption patterns. Any such Consumer may request a one-time review and potential adjustment back to the previous rate schedule if the Consumer can demonstrate to CORE’s satisfaction that a unique circumstance or infrequent event caused the change in usage.

3.8 Extension of Service, Lines and Facilities

a. CORE's Regulations regarding extension of service, lines, and facilities is set forth in Part V – Extension Regulations.

3.9 Temporary or Intermittent Service

a. If service to a Consumer is to be temporary or intermittent, the service connection and any line construction involved will be as set forth in CORE's current Rates and Regulations.

3.10 Easements

a. A contract for electric service, or receipt of service by a Consumer, will be construed as an agreement granting to CORE an easement for electric lines, wires, conduits and other equipment of CORE necessary to render service to the Consumer. If requested by CORE, the Consumer will execute CORE's standard form of easement granting to CORE, at no expense therefore, satisfactory easements for the suitable location of CORE's wires, conduits, poles, transformers, metering equipment, and other appurtenances on or across lands owned or controlled by the Consumer, and will furnish space and shelter satisfactory to CORE for all necessary apparatus of CORE located on the Consumer's premises. In the event the Consumer shall divide premises by sale in such manner that one part shall be isolated from streets or alleys where CORE's electric lines are accessible, the Consumer shall grant or reserve an easement for electric service over the part having access to electric lines for the benefit of the isolated part.

b. CORE may exercise its right of eminent domain and condemn private property as necessary to construct, operate, and maintain CORE’s electric system.

3.11 Delivery Point

a. The delivery point shall be defined as the point where CORE's electric facilities connect to those of the Consumer.

3.12 Access for CORE’s Employees

a. The Consumer shall provide reasonable access to their premises, and to CORE equipment, at all reasonable times for authorized employees or sub-contractors of CORE for any proper purpose incidental to the supplying of electric service. The Consumer may be required to pay the reasonable expenses of CORE for meter readings, connects, and disconnects in the event such access is not provided.

b. No delivery point or meter will be located or maintained beyond the point where reasonable access is provided.

c. To allow for safe operation and maintenance of equipment, no trees, plants, or other obstructions shall be allowed with a ten-foot radius of high-voltage equipment, such as transformers or sectionalizing cabinets. Additionally, no trees, shrubs or other plant life shall be located on, under or surrounding CORE’s lines, equipment or meters.

d. CORE may disconnect service, require Consumer to remove any obstructions, or require the Consumer to pay CORE’s reasonable expenses for meter readings, repairs, maintenance, connects, and disconnects in the event such reasonable access is not provided or CORE equipment cannot be accessed.

3.13 Diversion of Electric Energy and Meter Tampering

a. The existence of electric energy consuming devices installed ahead of the meter or any tampering or interfering with wires, devices, or equipment connected to CORE's Distribution System or the damage to, alteration or obstruction of any meter (including the breaking of meter seals) without prior approval and knowledge of CORE, which will permit or make possible the use of the electric energy without its

proper registration on CORE's meter, shall constitute prima facie evidence of diversion of electric energy by the Consumer in whose name service is being rendered, or by the Person benefiting from the use of such diverted energy. In the event that a CORE check meter registers more electric energy in the same interval of time than does the meter installed at the Consumer's premises after such meter shall have been tested and found to be registering within the limits of accuracy prescribed by CORE's Regulations, such facts shall also constitute prima facie evidence of diversion of electric energy.

b. In such instances, CORE shall, in any reasonable manner, compute the amount of diverted electric energy and shall have the right to enter the Consumer's premises and make an actual count of all electric energy consuming devices to aid in such computation. Where CORE is unable to make such count, the computation will be based on any other available information or estimated. Such computation will be made for the period beginning with the date on which the Consumer began using electric energy in the location where the diversion occurred, unless evidence proves that the diversion commenced at a later date, and ending with the date on which the diversion ceased.

c. A Consumer who diverts electric energy shall be required to pay for electric energy diverted, based upon the aforesaid computation under the applicable rate effective during the period of diversion; the cost of investigating and confirming such diversion; costs associated with disconnecting and reconnecting service; the power diversion fee specified in subsection (e); a Security Deposit equal to three (3) months usage based on the calculated diversion amount and all legal costs and fees incurred by CORE related to the diversion in any way. The Consumer may be billed for such costs as they are incurred, which bills shall be due and payable upon presentation.

d. Reconnecting a meter, breaking or removing a meter seal, or tampering, altering, obstructing, or interfering with CORE’s meter in any way, without diverting electric energy and without prior approval and knowledge of CORE, shall constitute prima facie evidence of meter tampering by the Consumer in whose name service is being rendered. A Consumer who tampers with a meter or whose authorized 3rd party tampers with a meter shall be required to pay the meter tampering fee specified in the Electrical Rate Schedules, the Security Deposit and all legal costs and fees incurred by CORE related to the meter tampering in any way. The Consumer may be billed for such costs as they are incurred, and such costs will be applied to the Consumer’s active utility account’s bill.

e. If service has been disconnected for diversion of electric energy or meter tampering, CORE shall not render service to the Consumer or to any other Person for the Consumer’s use or benefit at the same or any other location until:

   1. The Consumer has paid all charges as set forth in this Regulation; and

   2. The Consumer has paid a Meter Diversion Fee or a Meter Tampering Fee in the amount specified in the Electrical Rate Schedules, whichever is applicable; and

   3. The Consumer has paid to CORE the installation cost of or has had installed, at the Consumer's expense, such entrance and service equipment as is necessary to prevent further diversion of electric energy and meter tampering.

   4. The Security Deposit has been paid in full.

f. The foregoing Regulations pertaining to diversion of electric energy are not in any way intended to affect or modify any action or prosecution under the civil and criminal statutes of the State of Colorado.

3.14 Space for Transformers and Other Facilities

a. The Consumer, at the request of CORE, shall furnish and maintain indoor or underground space and facilities for the installation of CORE's transformers and other equipment in those cases where this type of installation is required or requested by the Consumer.

3.15 Special Apparatus of Consumer

a. The Consumer will, in every case, confer with CORE before any special apparatus or any apparatus requiring extremely close voltage regulation is connected. In the event that any equipment is connected to CORE's lines, the operation of which impairs service to other Consumers, CORE reserves the right to require correction of the condition by the Consumer. CORE may refuse or discontinue service to such equipment until such condition is corrected by the Consumer. In certain circumstances, the use of equipment having fluctuating or intermittent load characteristics, or having an abnormal effect on voltage, may necessitate the furnishing of service to such equipment through isolated transformers and separate service loops, or installing transformer and/or line capacity in excess of that normally required by non-fluctuating or non-intermittent equipment in order to protect the quality of service to the Consumer, or to other Consumers. CORE reserves the right to charge the Consumer the full cost of facilities to provide any special service required by such equipment and/or to prevent any impairment in service to the Consumer or to other Consumers. Where the Consumer is billed under a measured demand, CORE may determine the billing demand on a shorter interval than specified in the rate schedule, or may make other suitable adjustment, irrespective of any provision relative to billing demand determination contained in such rate.

b. CORE reserves the right to deny service to a Consumer for the operation of any device that has a detrimental effect upon the service provided to other customers. The Consumer’s use of service shall not exceed the limits for harmonic distortion set forth in the latest version of IEEE Recommended Practices and Requirements for Harmonic Control in Electric Power Systems (IEEE Std 519) or its successor. Where the Consumer’s use of service produces unacceptable levels of harmonic distortion, the Consumer shall reduce the harmonic distortion to within limits set forth in IEEE Std 519, at their own expense, and within a time frame established by CORE. CORE will cooperate with its Consumers when consulted concerning the intended use of any electric device.

3.16 Maintenance of Consumers’ Facilities

a. All electric wiring, conduits, cables and apparatus, including necessary protective appliances essential to utilization of service on the Consumer's side of delivery point, shall be furnished, installed, and maintained at the Consumer's expense, except as specifically provided by the contract for service, applicable rate schedule, or these Regulations.

b. CORE may require the Consumer to pay for service interruption calls made by employees of CORE to correct faulty electric facilities located on the Consumer's side of the delivery point.

c. If, for special reasons, the Consumer requires or elects to use voltages other than the standard secondary and primary voltages of CORE's established Distribution System, the special transformers will be installed, operated, and maintained by and at the expense of the Consumer. All voltage converters are subject to CORE’s approval.

3.17 Alteration or Relocation of Facilities

a. Requests for alteration or relocation of CORE's facilities for road moves, house moving, joint use, etc., shall be made sufficiently in advance to enable CORE to schedule the requested alteration or relocation.

b. Except when CORE's facilities are located in a public right-of-way, and relocation is requested by and for the benefit of the owner of that public right-of-way, the party requesting that alteration or relocation shall pay the estimated cost thereof in advance and shall be responsible for the actual cost.

c. The Consumer shall reimburse CORE for any cost associated with relocation or alteration of facilities made at the request of the Consumer for the Consumer's convenience. Except in case of emergency, meters and other equipment of CORE will be removed or relocated only by employees of CORE. CORE shall, at its option, require a cash deposit sufficient in amount to pay for all estimated costs of the alteration or relocation. If due to an emergency, the Consumer removes a meter or other facilities of CORE, said Consumer will be required to immediately notify CORE.

3.18 Consumer Deposits

a. CORE may require a cash deposit in the amount of an estimated ninety (90) day bill. A non-cash deposit in the form of a bank issued letter of credit, insurer's bond, or other form of surety may be submitted and accepted upon review and approval of CORE. Consumer must replace any alternative form of surety prior to its expiration, unless, for accounts subject to residential service only, CORE's records show that the Consumer has a consecutive twenty-four (24) month record with no past due amounts appearing on the monthly statement. Such deposit may be in addition to any advance, contribution, or guarantee provided for in the Extension Regulations. Deposits for accounts subject to residential service will be refunded after CORE's records show that the Consumer has a consecutive twenty-four (24) month record with no past due amounts appearing on the monthly statements. Deposits for accounts subject to non-residential service will be refunded upon termination of service. Cash deposits will be charged on the first billing statement issued and must be paid in full by the due date shown on the billing statement.

   Deposits will be required as follows:

   1. A Consumer who receives or has previously received service from CORE within the past 48 months will be required to make a deposit of an estimated ninety (90) day bill only if the Consumer has not made timely and complete payments throughout the most recent twenty-four (24) months in which the Consumer has received service from CORE.

      a. Residential Consumers who have had a completed bankruptcy or write-off with CORE within the past ten (10) years, as reflected in CORE's customer information system (CIS) will be required to make a cash deposit.

      b. Residential Consumers who have not made timely and complete payments or who have either bankruptcy or write-off may have the cash deposit waived by enrolling in CORE's pre-paid billing plan and continuous participation for at least 12 months.

   2. Consumers that have not established a previous payment record with CORE will be required to make a deposit of an estimated ninety (90) day bill. If an estimate of 90 days cannot be determined,

CORE will estimate a minimum deposit amount based on typical usage for the service type.

a. Residential Consumers who have not established a previous payment record within the past 48 months may qualify for a waiver of the required cash deposit under any of the following conditions:

i. Agreement to a credit check resulting in a satisfactory credit rating.

ii. Enrollment in CORE's prepaid billing plan and continuous participation for at least twelve (12) months.

iii. Enrollment in CORE's AutoPay program and continuous participation for at least twelve (12) months.

3. An Applicant for residential electric service who is widowed by or divorced from a CORE Consumer shall be deemed to have a satisfactory credit record with CORE and shall not be required to make a Deposit, provided the following conditions are met:

a. The former spouse maintained a satisfactory credit record with CORE during the most recent twenty-four (24) consecutive months of service.

b. The Applicant, upon CORE's request, provides reasonable documentation confirming the prior relationship, such as a marriage certificate or other legal verification acceptable to CORE.

4. If an account is disconnected for nonpayment, if the Consumer's CORE internal credit assessment exceeds 68, or if the Consumer's usage increases from the historical usage at the location by more than 100%, CORE may require a new or additional deposit. If the deposit is imposed or increased based on usage, it will be based on the increased usage. The new or increased deposit shall be subject to refund after twenty-four (24) months from the latest deposit payment date as provided in subsection 3.18.a.

5. Consumers establishing temporary service equal to or greater than 1,000 kVA.

6. A Consumer electing to terminate enrollment in either the prepaid billing plan or AutoPay program prior to completing twelve (12) months of continuous enrollment shall be required to a make a deposit as described in this article 3.18.a. For Consumers in the prepaid billing plan, any prepaid balance remaining after settlement of any amounts due under the prepaid billing plan shall be applied toward the deposit. Re-enrollment in either program will not negate the deposit requirement once triggered.

b. In the event of diversion or other subterfuge, CORE may require the Consumer to pay a Security Deposit equal to three (3) months usage based on the calculated diversion amount or other calcluated charges.

1. Security Deposits are not eligible for installment payment plans and are due in full at time the Security Deposit is assessed.

2. Security Deposits shall be held by CORE throughout the time service is provided at the location and will be released only upon final billing for the Consumer at said location.

c. CORE shall no longer accrue interest on any deposit as of January 1, 2026. Interest earned prior to January 1, 2026 will be payable upon return of the deposit for the time such deposit was held by CORE. Deposits will be refunded after CORE's records show that the Consumer has a consecutive twenty-four (24) month record with no past due amounts appearing on the monthly statements or upon termination of service to the Consumer without a past due amount, whichever occurs first. Deposits for accounts converting to a prepaid billing plan will be subject to Article 7.7.

d. CORE will submit unclaimed deposits, including any accrued interest, if applicable, and less any lawful deductions or amounts owed to CORE, to the energy assistance organization designated by the Colorado legislative commission on low-income energy assistance. Deposits are considered unclaimed when left with CORE more than two (2) years after termination of the services for which the deposit was made or more than two (2) years after the deposit became payable to the Consumer and after CORE has made reasonable efforts to locate the Consumer.

e. CORE shall maintain records to show the following for each deposit:

   1. The name of each Consumer making a deposit.

   2. The premises occupied by the Consumer when making a deposit and successive premises occupied while the deposit is retained by CORE.

   3. The amount and date of the deposit.

   4. The record of each transaction, such as payment of interest, interest credited, etc.

   5. If the deposit was returned to the Consumer, the date on which the deposit was returned to the Consumer.

   6. If the unclaimed cash deposit was paid to the energy assistance organization or other entity to whom CORE is authorized or required to pay, the date on which the cash deposit was paid and to what entity it was paid.

f. Paying a deposit will not relieve any Consumer from payment of current bills as they become due, and no deposit will be applied by CORE to any indebtedness of the Consumer except to a bill for electric services and fees due or past due after service is terminated.

3.19 Consumer's Installation

a. Before purchasing equipment or beginning construction of a proposed installation, the Consumer shall be expected to confer with CORE to determine if the type of service, capacity, and voltage desired by the Consumer is available, to determine if extensions of, or additions to, CORE's facilities will be required; and to secure definite location of the delivery point. Before any additions to or alterations of existing installations are made by the Consumer, who will materially affect the amount of service required or may require change in the type of service or the delivery point, CORE must be notified reasonably in advance thereof as to the proposed additions or alterations in order that CORE may first determine if the service is available and, if so, that the necessary changes in CORE's facilities may be arranged for and completed.

b. All wiring and electrical equipment on the Consumer's side of the delivery point will be furnished, installed and maintained at all times by the Consumer in conformity with Good Utility Practice, the

National Electrical Code, the National Electrical Safety Code, the requirements of any governmental authority having jurisdiction and in accordance with CORE's Regulations.

c. Except as otherwise provided in these Regulations, any overhead or underground distribution lines required beyond the delivery point shall be installed, owned, operated and maintained by the Consumer. Electric power and energy will be metered at a location designated by CORE, which location may be at a point other than the delivery point. The Consumer will provide, install, operate, and maintain such protective devices as specified and approved by CORE through which connection is made to CORE's Distribution System.

3.20 Discontinuance of Service

a. CORE shall not discontinue the service of any Consumer for violation of any Regulation of CORE and/or for nonpayment of any sum due for electric service except upon written notice mailed by first-class mail or delivered, at least ten (10) days in advance of the disconnect, advising the Consumer exactly what Regulation(s) has been violated for which service will be discontinued and/or the amount due and the date by which the same shall be paid. This Regulation shall not apply where a bypass is discovered on a Consumer's service meter, or in the event of the discovery of a short-circuit on a Consumer's premises, or in the case of a Consumer utilizing the service in such a manner as to make it dangerous to the public or occupants of the premises, thus making an immediate discontinuance of service to the premises imperative. Nor shall it apply to accounts where a Consumer has entered into a prepaid billing plan; such service is subject to disconnect per the terms and conditions of the prepaid billing agreement between CORE and the Consumer.

b. In the event CORE gives notice of discontinuance of service, said notice shall advise the Consumer how to contact CORE to resolve any dispute with respect to a violation of any Regulation and/or with respect to amount due or due date. If a disconnect notice is issued, a disconnect notice fee in the amount specified in the Electrical Rate Schedules, Fees and Charges will be charged. If the Consumer is disconnected for non-pay, the disconnect notice fee may be included in the total payment required to be reconnected. Any Consumer may, with respect to an unresolved dispute contained on the notice, request a formal hearing in writing before members of CORE’s Board of Directors, and an order not to terminate service will be issued only if: a) The Consumer has posted a deposit with CORE equal to the amount of the dispute, and b) has previously attempted to resolve the matter with CORE personnel by letter, email, telephone or in person.

c. A residential Consumer may avoid discontinuance of service by complying with one or more of the following conditions:

   1. Paying the noticed amount, or,

   2. Paying no charges and presenting CORE a current medical certificate signed by a physician, or health practitioner acting under a physician, licensed by the State of Colorado as defined per subsection 3.20.i.

   3. Any Consumers, with a monthly payment record, finding themselves in a financial hardship may notify CORE and request special arrangements of short duration.

d. In situations where CORE has been notified in writing that the utility service for an entire dwelling is recorded on a single meter or multiple retail units are on one meter, CORE shall mail or deliver the notice of discontinuance to the Consumer of record and shall send or deliver a copy of said notice of

discontinuance to each individual dwelling unit on the premises. CORE may also post a copy of the notice of discontinuance in one or more of the common areas of the dwelling unit involved.

e. CORE may require payment only in the form of cash, certified funds, or credit card payments for all returned checks.

f. Delinquency in payment for service rendered to a previous occupant of the premises to be served and unpaid charges for services or facilities not ordered by the present or prospective Consumer shall not constitute a sufficient cause for refusal of service to a present or prospective Consumer, provided, however, CORE may decline to furnish service at the same premises for the use of a delinquent Consumer by subterfuge in any manner. Subterfuge includes, but is not restricted to, an application for service at a given location in the name of another party by a Person whose account is delinquent and who continues to reside at the premises. Service shall not be discontinued or refused for failure to pay an indebtedness except as incurred for deposits, fees or electric service rendered by CORE.

g. Service shall not be discontinued between 12 noon on Friday and 8 a.m. the following Monday, or between 12 noon on the day prior to and 8 a.m. on the day following any federal holiday or CORE observed holiday.

h. Service will be restored within twelve (12) hours after the Consumer satisfies one (1) of the following provisions unless extenuating circumstances prevent restoration.

   1. Pays full amount of notice, plus all reconnect fees and/or security deposits.

   2. Residential Consumer presents a current medical certificate signed by a physician, or medical practitioner acting under a physician's license, in the State of Colorado as defined per subsection 3.20.i.

i. CORE shall postpone discontinuance or restore service to a residential Consumer for sixty (60) days from the date the Consumer submits a medical certificate issued by a Colorado-licensed physician or health care practitioner acting under a physician’s authority, showing that discontinuance of service will aggravate an existing medical condition or create a medical emergency for the Consumer or a permanent resident of the Consumer’s household. CORE reserves the right to request additional information relevant to the certificate. The Consumer may receive a single thirty (30) day extension by providing a second medical certificate prior to the expiration of the original sixty (60) day period. A Consumer may invoke this subparagraph only once in any twelve consecutive months. CORE will not honor any medical certificate submitted as a means of subterfuge.

j. Notwithstanding anything herein to the contrary, service may be discontinued with or without notice under the following conditions:

   1. Safety reasons, in CORE’s opinion.

   2. Ordered by any properly constituted governmental authority.

   3. Previously disconnected service restored by other than CORE personnel and the original cause for the discontinuance has not been cured.

k. In the event a Consumer's service is immediately terminated without prior notice, the Consumer will have the right of immediate appeal to the Board of Directors pursuant to Section 6 of Part VI – Complaint Procedure.

3.21 Refusal to Serve a Consumer

a. CORE may refuse to serve a Consumer or prospective Consumer and may discontinue service to an existing Person/Consumer until the Consumer has complied with CORE's general Rates and Regulations, and such other reasonable regulations as may be approved from time to time by CORE.

b. CORE shall not serve a Person who is delinquent in payments to CORE for service previously rendered at the same or other locations, or who, at the time of application, is a Person of the household of a former Person who is delinquent in payments to CORE, until such indebtedness is paid in full.

c. CORE shall not reconnect service that has been disconnected for six (6) months or more until the Consumer or prospective Consumer obtains the necessary approvals from the state and/or county electrical inspector of the Temporary or Permanent meter loop installation. Inspections for irrigation accounts shall only be required if service has been disconnected for longer than twelve (12) months prior to a request for reconnection.

3.22 Voltage Surveys and Records

d. CORE shall provide appropriate voltmeters for all voltages furnished. All voltmeter records shall be available for inspection for a period of at least one (1) year from the date of such records.

3.23 Discontinuance of Service at Consumer’s Request

a. A Consumer wishing to discontinue service should give at least three (3) Business Days’ notice to CORE to that effect, unless otherwise specified in the applicable rate or contract, in order to allow time for the final meter reading and disconnection of service. If such notice is not received by CORE, the Consumer will be liable for service until final reading of the meter. Notice to discontinue service will not relieve the Consumer from any minimum charge or guaranteed payment under any contract or applicable rate.

b. Upon notice of discontinuance of service, CORE shall obtain a final meter read, for which it may charge a fee as specified in the Electrical Rate Schedules, Fees and Charges.

c. Due to the cost of processing, credit balances on terminated accounts in amounts of $25.00 or less will not be refunded unless specifically requested by the Consumer within thirty (30) days of final billing.

3.24 Measurement of Service

a. Each class of electric service supplied will be metered and billed separately. All service to a Consumer under one (1) applicable rate will be measured by a single meter, and meter readings will not be combined for billing purposes. Adjoining properties may be combined on a single meter at the Consumer's expense and served as a single Consumer where such properties are controlled, occupied, and used for farm or commercial purposes by a single enterprise engaged in the pursuit of a single business. Service to the same Person at different premises will be considered as service to separate Consumers and will be metered and billed separately unless otherwise approved by CORE.

3.25 Resale of Electric Energy

a. The Consumer shall not extend his/her electric facilities outside his/her premises for service to other Consumers or premises, and shall not resell any of the energy received by him/her from CORE to any other Person or Persons on the Consumer's premises or for use on any other premises.

SECTION 4. METERING

4.1 Meter Testing Facilities and Equipment

a. CORE will provide such testing apparatus and equipment as may be necessary to comply with CORE's Regulations.

b. CORE shall make such tests with such frequency and in such manner and at such places as may be necessary.

c. CORE shall provide electrical testing instruments for testing service watthour meters.

d. For testing the accuracy of portable watthour meters, commonly called "rotating standards," and other portable instruments used for testing service meters, CORE shall provide as reference or check standards suitable indicating electrical instruments, watthour meters, or any or all of them hereafter called "reference standards." Such reference standards may be of the service type of watthour meters, but if so, such watthour meters shall be permanently mounted in CORE's meter laboratory and be used for no other purpose than for checking rotating standards.

e. Reference standards shall be submitted at least once each year to a laboratory of recognized standing for the purpose of test and adjustment.

f. All working rotating standards (portable watthour meters) shall be compared with the reference standards at least once a year for commutator types, and once in two (2) years for induction types, during the time such working standards are being regularly used. If working rotating standards (portable watthour meters) are in error of not more than one (1) percent, plus or minus, at any load at which the standard shall be used, the standard may be adjusted by comparison with CORE's reference standards. However, if working rotating standards test in error of more than one (1) percent, plus or minus, such standards shall be tested, adjusted and certified in a standardizing laboratory of recognized standing. Each rotating standard (portable watthour meters) shall at all times be accompanied by a certificate, sticker, or calibrating card signed by the standardizing laboratory, giving the date when it was last certified and adjusted. Records of certification and calibrations shall be kept on file in CORE's office for the life of the instruments.

g. All portable indicating electrical testing instruments, such as voltmeters, ampmeters and wattmeters, when in regular use for testing purposes, shall have their calibration regularly and frequently determined, using suitable reference standards. Instruments in constant use should be checked yearly, and if found appreciably in error at zero, or more than one percent (1%) of full scale value at commonly used scale deflection shall, unless accompanied by a calibration card, be adjusted and certified. This yearly interval may be lengthened if the instrument is used infrequently and is carefully handled, but, in any case, the instrument shall be checked at least annually.

4.2 Meter Reading and Bill Forms

a. Each service meter shall clearly indicate the kilowatt-hours and units of demand where applicable for which a service charge is made to the Consumer. In those cases where the register and/or chart reading must be multiplied by a constant or factor to obtain the units consumed, the factor, factors or constant shall be clearly marked on the register or face of the meter.

b. At the time CORE reads the Consumer's meter or thereafter, upon the Consumer's request, CORE will make a record showing the date of the reading, and either the total usage expressed in kilowatt-hours or other unit of service recorded.

c. All bills rendered to the Consumer for metered service furnished shall show:

   1. Net amount due;

   2. Dates and meter readings beginning and ending the period during which service was rendered, unless the bill was estimated;

   3. A distinct marking to identify an estimated bill;

   4. An appropriate rate or rate code identification;

   5. Last date payable after which the bill becomes past due; and

   6. All other essential facts upon which the bill is based, including those factors and/or constants set forth in subsection a.

d. When CORE reads meters, it shall do so nearly as possible at regular intervals. It shall not be required to read the meter at other than the regular meter reading periods, except in case of connection or disconnection of service.

e. Any Consumer will be permitted to make installment payments for amounts that were not billed in past billing periods due to circumstances outside of the Consumer’s control, such as meter malfunctions, billing errors, meter reading errors, or failure to read the meter. Any installment payments under the provisions of this Regulation may extend over a period equal in length to the period during which the errors were accumulated and shall bear no interest.

4.3 Meters and Service Connections

a. All meters used in connection with the metering of electric service shall be furnished, installed, and maintained at the expense of CORE.

b. Any equipment, devices, or facilities furnished at the expense of CORE or on which CORE bears the expense of maintenance and renewal shall remain the property of CORE and may be removed by it at any time after discontinuance of service.

c. Service to the Consumer's property shall be installed and maintained at CORE’s expense, subject to the terms and conditions set forth in the CORE’s Regulations.

4.4 Location of Meters

a. Meters shall be located at an exterior location of the premises being served. In the event service is provided to a farmstead or similar group of buildings, the meter shall be located on the meter pole or other point at which CORE's service connections terminate. In the case of underground service, the meter may be located on a metering pedestal. In any event, meters shall be located in accordance with accepted safe practice.

b. Meters shall not be installed indoors or in a courtyard or fenced area that could be locked. Meter locations may not interfere with sidewalks or driveways; or where they will obstruct the opening of doors or windows; or in any location considered hazardous; or where reading, testing, or servicing of the meter may become impracticable. Meters shall not be located where visits of CORE personnel will cause unreasonable annoyance or inconvenience to the Consumer.

c. Meter locations shall be such that the meters are easily accessible for reading, testing and servicing in accordance with CORE’s requirements.

4.5 Accuracy Requirements for Service Watthour Meters

a. CORE will exercise reasonable care to determine and maintain the general accuracy of all electric meters in use. No service watthour meter that has an incorrect register constant, test constant, or that registers upon no load (creeps), shall be placed in service or allowed to remain in service.

b. No service watthour meter that has an error in registration of more than plus or minus two (2) percent, at either light load or heavy load, shall be placed in service. Demand meters may have an allowable error of not more than two (2) percent of full scale deflection. Whenever a meter is found to exceed these limits, it shall be replaced.

c. Light loads shall be construed to mean approximately three (3) percent to ten (10) percent of the nameplate rate capacity of the meter. Heavy loads shall be construed to mean not less than sixty (60) percent or more than one-hundred (100) percent of the nameplate rate capacity of the meter.

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

4.6 Requests for Meter Tests

a. CORE shall make a test of the accuracy of any electric service meter, free of charge, upon the request of a Consumer provided that the meter has not been tested by CORE within the twelve (12) month period prior to such request, and provided that the Consumer will accept the results of said test as a basis for the settlement of the difference claimed. A written report giving the results of such test shall be made to the Consumer requesting same, the original record being kept on file at CORE’s office for a period of at least two (2) years.

b. CORE will test any service watthour meter upon the request of the Consumer notwithstanding the fact that the meter has been tested within the twelve (12) month period prior to such request, provided that the Consumer pay a Meter Test Fee as specified in the Electrical Rate Schedules, Fees and Charges, which shall be refunded by CORE if the meter is found to have a positive average error as prescribed in subsection 4.7.c.

4.7 Adjustment of Bills for Meter Errors

a. If any service watthour meter tested upon the request of the Consumer by CORE is found to be more than two (2) percent fast at any load, additional tests shall be made to determine the average error of the meter.

b. The average error of the meter in tests by CORE shall be defined as the arithmetic average of the percent registration at light load and at heavy load, giving the heavy load registration a weight of four (4) and the light load registration a weight of one (1).

c. When a meter is found to have a positive average error, in excess of two percent (2%) in tests by CORE, CORE shall refund to the Consumer an amount equal to the excess charged for the kilowatt-hours incorrectly metered for a period equal to one-half of the time elapsed since the last previous test, but not to exceed six (6) months.

d. When a meter is found to have a negative average error, in excess of the two percent (2%) in tests made by CORE, CORE may make a charge to the Consumer for the kilowatt-hours incorrectly metered for a period equal to one-half of the time elapsed since the last previous test, but not to exceed six (6) months.

e. If a meter is found to have an incorrect register ratio or multiplier, the error shall be corrected. When the error is adverse to the Consumer, CORE shall refund to the Consumer 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 Consumer. Where the error is adverse to CORE, CORE may make a charge to the Consumer for the kilowatt-hours incorrectly metered for the period of time the meter was used in billing the Consumer.

f. If a meter is found not to register, to register intermittently, or to partially register for any period, CORE shall estimate a charge for the kilowatt-hours used by averaging the amounts registered over similar periods, or over corresponding periods in previous years or such other acceptable information available.

4.8 Meter Installation Tests

a. All service watthour meters shall be tested to register accurately to within the limits specified in subsection 4.5 and to otherwise conform to the requirements of that regulation, either before installation or within sixty (60) days after installation.

4.9 Records of Tests and of Meters

a. Complete records shall be maintained on each meter owned or used by CORE. Such records shall show the date of purchase, manufacturer's serial number, record of the present location, and date and results of the last test performed by CORE. This record shall be maintained for the life of the meter.

b. Whenever a meter is tested, either on request or upon complaint, the test record shall include the information necessary for identifying the meter, the reason for making the test, the reading of the meter if removed from service, the result of the test, with all data taken at the time of the test in sufficiently complete form to permit the checking of the methods employed and calculations made. The results of such test shall be conveyed to the Consumer making the request or complaint, either orally or in writing. Such records shall be retained for a period of not less than two (2) years.

4.10 Station Instruments and Watthour Meters

a. CORE shall have installed such instruments or watthour meters as may be necessary to furnish full information as to monthly purchases of electrical energy. CORE shall also install such instruments as may be necessary to obtain a daily record of the load upon each of its distribution substations.

SECTION 5. SMALL POWER PRODUCTION AND COGENERATION FACILITIES

CORE will interconnect and purchase energy and capacity from qualifying small power production and cogeneration facilities ("Qualifying Facility") in accordance with the Public Utility Regulatory Policies Act of 1978 (PURPA), applicable Federal and Colorado laws and regulations, these CORE Regulations, and all other applicable laws and regulations as may be adopted and amended from time to time.

Qualifying small power production facilities with a total nameplate generating capacity up to 10 kW for residential Consumer-Generators and 25 kW for commercial or industrial Consumer-Generators may offset the electricity generated from eligible energy resources on the Consumer-Generator's side of the meter according to CORE's net metering regulations.

5.1 Interconnection Requirements

a. Each owner of a Qualifying Facility shall pay the costs of interconnecting with CORE's system, including the Interconnection Request processing fee; feasibility, system impact, and facilities studies; Interconnection Facilities; transmission and system upgrade costs; and other engineering and construction costs necessary to interconnect the Qualifying Facility to CORE's system.

b. Qualifying Facilities with a total nameplate generating capacity of 10 MW or less shall comply with CORE's Small Generation Interconnection Procedures, as may be amended from time to time.

c. Qualifying Facilities with a total nameplate generating capacity or greater than 10 MW and up to 80 MW shall comply with CORE's Large Generation Interconnection Procedures, as may be amended from time to time. Cogeneration facilities larger than 80 MW shall comply with CORE's Large Generation Interconnection Procedures and such other reasonable requirements as may be necessary to interconnect with CORE's system as determined in the sole discretion of CORE.

d. CORE shall place Interconnection Request applications in a first-come, first-serve order per feeder and per substation based upon CORE's date and time stamp receipt of the complete and valid Interconnection Request. CORE will use the order of each Interconnection Request to determine the cost responsibility for the upgrades necessary to accommodate the interconnection. The position in the queue prior to executing an Interconnection Agreement with CORE is non-transferrable.

e. Submitting an Interconnection Request application does not create a right to interconnect to CORE's system; such right does not vest in the owner until CORE agrees to enter into an Interconnection Agreement with the owner, CORE and owner enter into such agreement, and the owner pays all costs required by CORE to interconnect the Qualifying Facility to CORE's system.

f. The owner of the Qualifying Facility is required to agree to the terms and conditions of CORE's Interconnection Agreement, which include, but are not limited to, interconnection standards, insurance and indemnification provisions, and operational requirements for the Qualifying Facility. Interconnection Agreements shall survive transfer of ownership of the Qualifying Facility to a new owner when the new owner agrees in writing to comply with the terms of the agreement and so notifies CORE.

g. If the owner of a Qualifying Facility fails to pay the deposit, fees, or other costs required by CORE's Small or Large Generation Interconnection Procedures, or fails to execute an Interconnection Agreement with CORE according to such procedures, the Interconnection Request application for the Qualifying Facility shall be deemed withdrawn.

h. In order to ensure the integrity of CORE System and the safety of the public, parallel operation shall only be allowed with prior CORE approval, following review of an interconnection application and issuance of permission to operate. New construction facilities may export power to CORE during testing and commissioning for only a de minimis period, typically less than one hour. CORE reserves the right to disconnect generators engaging in parallel operations beyond that required for testing and commissioning purposes. Any Customer engaging in such practice will be subject to penalties and possible disconnect.

5.2 Energy and Capacity Purchase From Qualifying Facilities

a. CORE shall purchase energy and capacity from Qualifying Facilities at CORE's Avoided Costs, provided that the amount of energy and capacity purchased by CORE is subject to the capability of CORE's electric system to accept and deliver such energy and capacity as determined by CORE in its sole discretion.

b. CORE shall establish and publish an avoided cost rate for purchases from Qualifying Facilities with a design capacity of 100 kW of less. Upon request, CORE shall determine its avoided cost rate for purchases from Qualifying Facilities with a design capacity of greater than 100 kW; such determination shall be based upon CORE's system load and cost data and the proposed Qualifying Facility's technology, location, size, and capacity.

c. CORE may enter into a power purchase agreement with the owner of a Qualifying Facility at such time the Qualifying Facility is a viable project and the owner demonstrates that it is ready, willing, and able to perform under the power purchase agreement (i.e. the owner demonstrates proof of site control and that the project is financed, permits are obtained, transmission capacity is available, and other requirements necessary for the construction of the Qualifying Facility are satisfied).

5.3 Renewable Energy Credits

a. Except as may otherwise be agreed to in writing, RECs are deemed to be transferred by the Qualifying Facility to CORE.

b. For Qualifying Facilities interconnected on or after the effective date of these Regulations, CORE shall waive a portion of the application fee in consideration for ownership of all RECs associated with the energy generated by a Qualifying Facility for the duration of its operation and interconnection to CORE's system.

SECTION 6. NET-METERING

6.1 Availability

a. Available to Consumers who own or operate a net-metering system as defined in this Regulation.

6.2 Applicability

a. Applicable to the interconnection and parallel operation of a net-metering system as defined in this Regulation having a generation capacity of 25 kW or less for commercial services and 10 kW or less for residential services.

b. CORE shall allow an interconnected Consumer-Generator's retail electricity consumption to be offset by the electricity generated from a net-metering system that is interconnected with CORE's facilities.

6.3 Net Metering Requirements

a. Net-metering system means a system for electrical power generation and net metering that meets each of the following requirements:

1. The system uses solar, wind, biomass, new hydropower, recycled energy, or fuel cells using hydrogen derived from any of these resources as its energy source;

2. The system has a generating capacity of no more than 25 kW for commercial and industrial Consumer-Generators or 10 kW for residential Consumer-Generators, or such greater capacity as may be required by law;

3. The system is located on premises that are owned, operated, leased, or otherwise controlled by the Consumer-Generator;

4. The system operates in parallel with CORE's local Distribution System. The system shall be installed as a non-islanding system;

5. The system shall not be used to offset or provide credits for electric consumption at another meter of the Consumer-Generator or for any other Consumer.

6.4 Interconnection Requirements

a. A net-metering system must comply with all standards for interconnection set by CORE, including:

1. A net-metering system used by a Consumer-Generator shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, Underwriter's Laboratories Incorporated, the National Electric Safety Code, and any other applicable regulations or standards as they may be revised from time to time, specifically including those certification codes and standards set forth in the interconnection rules of the Commission.

2. The Consumer-Generator shall, at its own expense, install a lockable isolation device capable of isolating the net-metering system from CORE's Distribution System. All such equipment shall be approved by CORE and shall be accessible by CORE at all times.

3. CORE must review the Consumer-Generator's design prior to interconnection and must be provided the opportunity, if requested, to inspect all generation and related equipment. It is CORE's concern to protect its employees, contractors, the system and other Consumers from injury, damage, hazard, or threats to power quality or reliability due to a Consumer-Generator.

4. In order to ensure the integrity of the CORE System and the safety of the public, parallel operation shall only be allowed with prior CORE approval, following review of an interconnection application

and issuance of permission to operate. New construction facilities may export power to CORE during testing and commissioning for only a de minimis period, typically less than one hour. CORE reserves the right to disconnect generators engaging in parallel operations beyond that required for testing and commissioning purposes. Any Customer engaging in such practice will be subject to penalties and possible disconnect.

5. Total harmonic distortion caused by the inverter will be measured at the point of interconnection. If a Consumer-Generator is found to be interfering with CORE's system, other Consumer-Generators, other Consumers, or public communications, the interfering Consumer-Generator will be required to install filtering or other corrective measures to bring the harmonic output of his inverter within the values stated by IEEE standard 519-1992.

6. Maintenance of the net-metering system shall be performed in accordance with the manufacturer's published maintenance procedures. Periodic testing by a qualified technician shall be completed with successful results in accordance with the manufacturer's published recommendations for periodic testing at, or before, the recommended testing intervals. If the manufacturer does not publish recommendations for periodic testing, suitable testing shall be performed that assures proper protection at an interval not to exceed three years. All test results shall be documented and available to CORE for review upon request.

6.5 Ownership of and Operating Responsibility and Liability

a. CORE shall own, operate, and maintain all meter(s) and metering equipment.

b. All equipment and maintenance necessary for the generation of electricity, including switching equipment, will be the sole responsibility of the Consumer-Generator.

c. Permitting, if required by the state or any county, municipality, or homeowner's association, will be the responsibility of the Consumer-Generator.

d. CORE 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 Consumer-Generator that cause loss or injury, including death, to the Consumer-Generator or any third party. The Consumer-Generator shall indemnify CORE for any and all damages to Persons or property and any damages or losses incurred by third parties as the result of the installation or operation of the net-metering system, or to the maximum extent permitted by law, whichever is greater.

e. Each net-metering Consumer-Generator shall operate all generating, switching, and related equipment in accordance with the manufacturers' specifications.

f. The Consumer-Generator shall be responsible for payment of all costs incurred by CORE not otherwise specified herein that are necessary to meet the safety or performance standards required by law.

g. The Consumer-Generator shall be responsible for determining and taking such steps as may be necessary to protect generating and related equipment owned by Consumer-Generator from damage resulting from natural occurrences and power supply interruptions or fluctuations. CORE shall not be responsible for damage resulting from the Consumer-Generator's failure to take adequate steps to protect equipment.

h. The Consumer-Generator shall secure and maintain in effect liability insurance for bodily injury and property damage in amounts at least equal to the amounts required by the interconnection regulations of the Commission or in such amount as may be required by State law from time-to-time.

i. A certification of insurance showing adequate coverage shall be provided to CORE prior to interconnection and thereafter to verify coverage at any time upon request by CORE.

j. Meters shall be placed in a location that is acceptable to CORE.

6.6 Credit and Payment for Excess Generation

a. Monthly excess generation: If a Consumer-Generator generates electricity in excess of the Consumer-Generator's monthly consumption, all such excess energy, expressed in kilowatt-hours, shall be carried forward from month to month and credited at a ratio of one to one against the Consumer-Generator's energy consumption, expressed in kilowatt-hours, in subsequent months.

b. Annual excess generation: Within sixty (60) days following the end of the April billing cycle each year, or within sixty (60) days after the Consumer-Generator terminates service, CORE shall provide a bill credit or pay the Consumer-Generator for any excess generation accrued at CORE's average avoided cost of power as calculated by CORE for the previous calendar year.

c. Payment for costs associated with installation of net-metering equipment shall be made prior to installation. All other amounts owed by Consumer-Generator shall be billed and paid as otherwise required by these Regulations.

   Parties submitting Interconnection Requests shall pay such interconnection processing fee as may be approved by the Board of Directors from time to time and published on CORE's website. Such parties shall pay the cost of studies, if any, deemed by CORE necessary to evaluate an Interconnection Request.

d. CORE reserves the right to modify the manner and extent to which credit or payment is given to Consumer-Generators under these Regulations, to the full extent permitted by law from time to time.

Interconnection procedures shall ensure compliance with these Regulations and with the Commission interconnection procedures applicable to cooperative electric associations as those rules may be adopted and amended from time to time.

SECTION 7. BILLING AND PAYMENT TRANSACTIONS

7.1 Billing

a. CORE will exercise all reasonable means to assure accurate computation of all bills for electric service and related charges. In the event errors in billing occur, CORE shall promptly refund to the Consumer or credit their account in the amount of any overcharge having occurred therefrom. Likewise, CORE shall have the right to collect from the Consumer the amount of any undercharge, irrespective of the date or duration of such billing error, subject only to the conditions set forth in section 4.2.e, under which the Consumer may make installment payments on said undercharge.

b. Upon request of the Consumer, CORE will reproduce previous billing records and provide multiple copies of bills, notarized bills, and special billing information. In such cases, however, the Consumer

shall be required to pay a Special Handling Charge as specified in the Electric Rate Schedules, Fees and Charges for each such billing.

c. A Consumer who was previously taking service from CORE and has left CORE's electric system owing any amount for electric service and related charges and, subsequent thereto, desires to return to CORE's electric system shall not be entitled to receive electric service until all past due amounts have been paid in full. In the event that a Consumer is currently receiving electric service from CORE, any past due amounts will be transferred to the Consumer's active account.

7.2 Disputed Bills

a. If a Consumer gives notice to CORE, prior to the time that payment is due, that the correctness of the bill is disputed, stating reasons therefore, CORE will promptly investigate the complaint. However, such notice disputing correctness of a bill shall not be sufficient reason for withholding payment. If the bill is found to be incorrect, CORE will refund the amount of overpayment or credit the amount of overpayment to the next bill rendered.

7.3 Failure to Receive Bill

a. Bills for electric service shall be considered as received by the Consumer when sent electronically to an email address given to CORE by the Consumer, mailed by first-class mail to, or left at the location where service is used or the Consumer's billing address. Consumers will have the option of choosing whether to receive their bills via first-class mail or electronic mail; both options cannot be used. The Consumer is responsible for ensuring that their mailing address and electronic delivery information provided to CORE are correct and current.

7.4 Terms of Payment

a. All bills for service, including deposits, fees and any tax imposed by governmental authority, are due and payable to CORE, or to an authorized agent of CORE, not later than the due date shown on the bill. Unless otherwise specified in these Regulations or the applicable rate schedule, the due date of a bill shall be approximately twenty (20) days following the billing date. Although bills for service are normally due monthly or as specified in the applicable rate, CORE reserves the right to require payment of bills for service at more or less frequent intervals. In such event, meters will be read and bills rendered at the intervals specified by CORE. Diversion charges and fees are due on presentation.
b. Where CORE receives a charge-back, a returned check, or where a funds' transfer cannot be made for any reason including unauthorized transactions, insufficient funds, and closed accounts, it shall be deemed that payment has not been made. In such cases, the Consumer will be charged an insufficient funds fee as specified in the Electrical Rate Schedules, Fees and Charges. Consumers may be charged convenience or processing fees by any third party providing payment processing services; these fees shall not exceed the actual transaction costs.

7.5 Reconnection Fees

a. There is a fee, as specified in the Electrical Rate Schedules, Fees and Charges, for on-site reconnection or for remote reconnection after the cause for discontinuance has been rectified. Such fees shall be charged based on if the Consumer requires reconnection during or at times other than during regular working hours.

7.6 Levelized Billing Plan

a. Subject to CORE's reasonable business requirements, residential Consumers may elect a levelized billing plan beginning with the next normal billing cycle taking place after the request has been processed.

b. The levelized billing plan shall continue until CORE receives notice from the Consumer requesting termination of the plan or termination of service, or payment is not received by the normal due date in any month. Any unpaid balance from the levelized billing plan will be due on the next bill's due date.

c. The levelized billing plan amount will be calculated monthly based on the prior twelve (12) month's usage plus $1/12^{th}$ of any outstanding credit or debit balance on the account at the time of the calculation.

7.7 Prepaid Billing Service

a. Subject to CORE's reasonable business requirements, Consumers taking service under a Residential rate schedule at a premise with an AMI meter capable of remote disconnection may elect to participate in a prepaid billing plan under the terms and conditions contained in this Article 7 and subject to a prepaid billing agreement between CORE and the Consumer. Participation in a prepaid billing plan is at CORE's sole discretion, and CORE may deny a Consumer's request for participation or remove a Consumer from the prepaid billing plan at any time, without prior notice. Consumer accounts with Qualifying Facilities or Net-Metered Systems are not eligible to participate in a prepaid billing plan. Prepaid billing is not available to Consumers where an occupant has a medical condition that requires electric service to prevent the occurrence of a medical emergency.

b. A participating Consumer shall pay CORE a minimum balance payment plus any connect and/or applicable fees and any past due amounts subject to the terms and conditions of the prepaid billing agreement between CORE and the Consumer prior to participation in a prepaid billing plan. The minimum balance payment shall create a prepaid credit balance on the account. As the account charges are calculated each day, the credit balance is reduced until either (1) the balance is exhausted or (2) additional payments are added to the credit balance. Electric service will be terminated for any account with a negative balance without further notice, and subject to the terms and conditions of the prepaid billing agreement between CORE and the Consumer. Certain types of charges, including but not limited to basic service charges and demand charges will be assessed daily on a pro-rated basis.

1. Consumers with existing accounts may elect to take service under a prepaid billing plan subject to a prepaid billing agreement. The balance of any applicable deposit from the existing account and any accrued interest on the deposit shall be converted to the Consumer's prepaid balance after any outstanding amounts are paid. If the transfer from the existing deposit does not meet the minimum balance requirement, then the Consumer must make a payment to achieve the minimum balance to establish a prepaid billing plan.

2. Once an initial minimum credit balance has been established, a Consumer may make payments on a prepaid billing account at any time with a minimum payment if the account maintains a credit balance.

3. An account participating in a prepaid billing plan is not eligible for credit extensions, payment arrangements, levelized billing nor automated electronic fund transfers. Participating Consumers will

not receive a monthly bill in any form or format for electric service. Instead, daily charges will be available through CORE's online portal.

4. CORE will waive any Disconnect Notice Fees and Reconnection Fees for accounts participating in a prepaid billing plan so long as the account is not deemed inactive.

c. Upon conversion of an existing account to a prepaid billing plan, CORE may agree to allow a Participant to defer payment of any outstanding balance on any Consumer account that is delinquent. A portion of any amount paid on their prepaid billing plan shall first be applied to the existing debt until the debt is paid in full and the remainder shall be applied to the prepaid billing plan balance.

7.8 Surcharge for Municipal Charges

a. All municipal charges shall be surcharged and collected from Consumers within the boundaries of the respective units of local government imposing such charges.

b. Municipal charges within the meaning of this Regulation include, without limitation, charges for franchises or the use of public rights-of-way, or other charges imposed upon CORE by a unit of local government as a condition of CORE's conduct of its business within the borders of the unit. A municipal charge shall be included within the scope of this Regulation regardless of whether it is characterized as a fee, tax, or any other category of charge.

7.9 Refunds

a. CORE shall refund monies collected in error, meter deposits, credit balances on closed accounts that are equal to at least $25.00 or credit balances in lesser amounts if a refund is requested within 30 days.

b. CORE may hold the refundable amount owed if the Consumer has existing account balances that are past due.

c. CORE will apply the refundable amount to any and all of the Consumer's outstanding account balances that are 90 days or more past due before refunding the remaining amount, if any.

SECTION 8. CORE OWNED ELECTRIC FACILITIES AND EQUIPMENT

8.1 Construction Requirements

a. CORE's electric plant shall be constructed and installed in accordance with criteria set forth in CORE's overhead and underground construction specifications manuals to assure, as far as practicable, continuity of service, uniformity in the quality of service furnished, and the safety of Persons and property.

b. CORE shall use as the minimum standard of accepted utility practice the National Electric Safety Code in effect at the time of construction or installation of the electric plant as recognized by the statutes of the state of Colorado.

8.2 Inspection of Plant and Equipment

a. CORE shall inspect its plant and distribution equipment and facilities in such manner and with such frequency as good practice requires, in order to provide safe and adequate electrical service.

8.3 Standard Voltage, Frequency and Permissible Variations

a. CORE's standard nominal voltages for its secondary voltage Distribution System are pole mounted transformers: 120/240 volt, single-phase, three-wire; 240 volt or 480 volt, three-phase, three-wire; 120/240 or 240/480 volt, three-phase, four-wire, delta connected; and, where available, 208 volt, three-phase, four-wire, wye connected or 277/480 volt, three-phase, four-wire, wye connected, and pad mounted transformers: 120/240 volt, single-phase, three-wire; 120/208 or 277/480 volt, three-phase, four-wire, wye connected.

b. Every reasonable effort shall be made by the use of proper equipment and operation to maintain such voltage constant. The voltage maintained at CORE's main service terminal (the point at which CORE's service connections terminate) as installed for individual Consumers or groups of Consumers shall be reasonably constant as follows:

   1. For service rendered under a lighting contract or primarily for lighting purposes, the voltage shall be within five (5) percent, plus or minus, of the standard adopted.

   2. For service rendered under a power contract or primarily for power purposes, the voltage variation shall not exceed ten (10) percent above or ten (10) percent below the standard average voltage at any time when the service is furnished.

c. Variations in voltage in excess of those specified, which are caused by the operation of power apparatus on the customer’s premises which necessarily require large infrequent and unavoidable fluctuation of short duration due to necessary large starting currents shall not be considered a violation of the voltage standards.

d. If in the judgment of CORE, the Consumer’s facilities operate in a manner that deviates from the power quality standards required by CORE, the Consumer will be required, at his/her own expense, to take corrective action or to be disconnected after reasonable notice.

8.4 Pole Identification

a. Each pole or other structure used for supporting electrical conductors will be stamped with the manufacturer's brand, to indicate the year in which such structures were manufactured.

8.5 Pole Inspection

a. Each pole, tower or other structure used for the support or attachment of electrical conductors, guys or lamps, shall be inspected by CORE with sufficient frequency to determine the necessity for replacement or repair.

8.6 Attachments to CORE’s Poles

a. No posters, banners, placards, radio, or TV antennae or any other object will be attached to CORE’s poles without CORE’s written consent. CORE will not install, or permit installation of, the Consumer's distribution wires or equipment on CORE's primary voltage poles; provided, however, that where metering is on primary voltage poles, the Consumer may be allowed to go underground from such meter.

8.7 Transformer Sizing

a. Necessary step-down transformers, together with necessary protective equipment, will be installed, owned, and maintained by CORE unless otherwise specified in the applicable rate schedule on file. CORE will not be required to install in excess of 1 kVA of transformer capacity for each horsepower of the Consumer's normal requirements. If the Consumer's power requirements prove to be substantially more or less than set forth in the application for service, CORE may make such reduction or increase in installed transformer capacity as it deems advisable and the Consumer will pay to CORE the cost of making such change.

b. Billing demand will be established by using the maximum average kilowatt load used by the Consumer for any period of fifteen (15) or sixty (60) consecutive minutes depending upon the applicable rate, during the service period for which the bill is rendered as indicated or recorded by a demand meter during any daily periods described in the applicable rate schedule.

8.8 Power Factor

a. CORE will measure the Consumer’s total power factor to consist of the average total power factor over each billing cycle. Where the average power factor of the Consumer’s service connection is less than 95% power factor, a one percent surcharge per 1% below the 95% power factor limit will be charged to the Consumer’s total bill. If at the time of the Consumer’s maximum demand, the Consumer’s power factor is equal to or above ninety-five (95) percent, the demand for billing purposes shall be the Consumer’s maximum demand. If at the time of the Consumer’s maximum demand, the Consumer’s power factor is less than ninety-five (95) percent, the demand for billing purposes shall be the measured demand times ninety-five (95) percent divided by the Consumer’s power factor. CORE reserves the right to discontinue service to any Consumer whose power factor, in CORE’s sole judgment, adversely affects CORE’s system.

8.9 Liability

a. All lines, wires, apparatus, instruments, meters, transformers and materials supplied by CORE at its expense or under its Regulations will be and remain the property of CORE. CORE's property shall not be worked upon or interfered with by the Consumer or other unauthorized Persons.

b. The Consumer shall be responsible for any damage to or loss of CORE's property located on the Consumer's premises, caused by or arising out of the acts, omissions, or negligence of Consumers, or the misuse or unauthorized use of CORE's property by Consumers. The cost of making good such loss and/or repairing such damage shall be paid by the Consumer. The Consumer shall be held responsible for injury to CORE's employees if caused by Consumer's acts, omissions, or negligence.

c. The Consumer shall be responsible for any injury to Persons or damage to property occasioned or caused by the acts, omissions or negligence of the Consumer or any of his agents, employees, or licensees, in installing, maintaining, operating or using any of the Consumer's lines, wires, equipment, machinery, or apparatus, and for injury and damage caused by defects in the same.

d. CORE shall not be held liable for injury to Persons or damage to property caused by its lines or equipment when contacted or interfered with by guy wires, ropes, serial wires, attachments, trees, structures, or other objects not CORE’s property which cross over, through, or are in close proximity to CORE's lines and equipment. CORE should be given adequate notice before trees overhanging or in

close proximity to CORE's lines or equipment are trimmed or removed, or when stacks, guys, radio aerials, television antennas, wires, ropes, drain pipes, structures, or other objects are installed or removed near CORE's lines or equipment, but CORE assumes no liability whatsoever because of such notice.

e. CORE shall not be held liable for injury to Persons or damage to property caused by its underground lines or equipment when contacted or interfered with by pipelines, communication lines, power lines, posts, poles, foundations, trees and shrubbery, explosives, trenching ,boring equipment, or other excavating equipment or other objects not the property of CORE which cross over, under, through, or are in close proximity to CORE's underground lines and equipment. CORE should be given adequate notice before any excavation, drilling, blasting or driving of objects is undertaken or commenced in close proximity to CORE's underground lines or equipment, but CORE assumes no liability whatsoever because of such notice.

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

CORE ELECTRIC COOPERATIVE

RATES AND REGULATIONS

PART V: EXTENSION REGULATIONS

Adopted by the Board of Directors

Effective January 1, 2026

Rates and Regulations Resolution BR25-45

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SECTION 1. GENERAL PROVISIONS

The following Extension Regulations set forth the terms and conditions under which CORE extends service to Consumers in CORE's service territory.

Existing contracts for service that comply with previously approved Regulations and the Membership Application and Electrical Service Agreement shall remain in effect and bound by the terms and conditions at the time service was initiated.

SECTION 2. NEW SERVICE LINE EXTENSION

a. When one or more applicants request electric service at premises not connected to CORE's Distribution System or request an increase in service to premises already connected, where such increase necessitates additional investment, CORE, 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.

b. Applications for new service or an increase in service to existing premises are subject to a non-refundable Plant Investment Fee (PIF) specified in the Electric Rate Schedules, Fees and Charges. The PIF shall be used to defray growth-related plant investments that have been or will be incurred by CORE. The PIF shall be determined and applied separately from construction costs otherwise provided for in these Regulations and assessed based on the quantity and characteristics of each requested Point of Delivery in the application.

c. When the distribution line necessary to supply the individual applicant requires the construction of more than a secondary service connection, although for applicant's sole use, such construction shall be included as part of CORE's general Distribution System.

d. Service extensions and modifications shall be designed by CORE's Engineering Department or its contractors. Each applicant will pay the applicable Project Application Fee specified in the Electric Rate Schedules to CORE to obtain the engineering to extend or modify electric service. Project application fees are non-refundable.

e. At CORE's option, an engineering design fee of not less than $2,000 will be required prior to the commencement of any engineering design work. Such engineering design fee will be expended during the preparation of engineering studies and cost estimation for the project. In the situation where an applicant does not contract for service within 12 months after the completion of the engineering studies, the engineering design fee, less costs incurred by CORE in preparing the engineering studies will be refunded to the applicant when final cost accounting has been completed.

f. Contracts for service shall be based upon the cost of constructing and installing the line extension and facilities necessary to adequately supply the service requested by the applicant in accordance with construction standards specified by CORE. Said investment shall include all costs necessary for the extension, such as primary and secondary distribution facilities, substation and transmission facilities, if appropriate, rights-of-way, tree trimming, special

housing, special supports, lightning arresters and other protective equipment, meters, transformers, and service loops.

g. Said investment shall be the 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 applicant or applicants to be then served and the requirements of either the National Electrical Safety Code or construction standards established by CORE.

h. 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 applicant to be then served, provided all additional capacity, size, or strength is constructed by CORE without obligation to applicant.

i. CORE's line extension regulations shall not be construed to place a greater burden on any new applicant connected to an existing line extension than would have been placed on said applicant had a totally new line extension been constructed for applicant use.

j. CORE reserves the right to deal independently on the following situations, on their own merits, and without reference to the provisions of these regulations:

   1. Rates for service to existing Consumers would be adversely affected.
   2. CORE's investment would not be sufficiently protected.
   3. CORE does not have adequate facilities available for the service requested.
   4. Resale or wholesale Consumers are involved.

k. 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 CORE at the Consumer’s expense. Service required thereafter at the same location will be provided under the applicable line extension regulation.

SECTION 3. SPECIAL OR UNUSUAL FACILITIES

a. In those instances where CORE provides distribution facilities at applicant's request in excess of the facilities necessary to supply service to applicant, applicant shall be required to contract to pay CORE for such facilities and to pay CORE annually an amount to cover the fixed cost, including, but not limited to, insurance, replacement (or cost of removal), license and fees, taxes, operation and maintenance, and appropriate allocable administrative and general expenses of such excess distribution facilities. This annual amount to be determined at time applicant applies for service.

b. In situations where the extension is of such length or requires special equipment, and the prospective applicant's revenue temporarily or permanently to be derived therefrom is so limited as to make it doubtful whether necessary fixed costs on the investment would be earned, CORE reserves the right to require the applicant or applicants to pay CORE, in

advance, all construction costs and, in addition, contract to pay CORE annually an amount to cover such fixed costs.

SECTION 4. JOINT USE FACILITIES

a. The joint use of CORE's overhead facilities with other utilities or communication services providers will be permitted only pursuant to and according to the terms and conditions of a separate joint use or attachment agreement between CORE and a specific utility or communication facilities owner.

b. The joint use of a common trench for liquid fuel lines such as, but not limited to, liquefied petroleum gas or natural gas, or any other wet utilities, with any of CORE's underground electric facilities is prohibited.

SECTION 5. EXTENSION ORIGIN AND ROUTE

a. Location of the extension origin, and the route to be followed in the construction of an extension, shall be determined by CORE's Engineering Department after due consideration of the engineering, land use and regulatory issues involved, with the objective of providing the best service possible. The origin need not necessarily be at the point on the existing Distribution System most proximate to the applicant's premises, nor the route selected the shortest distance between origin and delivery point.

SECTION 6. SERVICE CLASSIFICATION AND EXTENSIONS

6.1 Classification

a. In considering extension of facilities, CORE will classify the service to be furnished as Permanent, Indeterminate, or Temporary.

b. Permanent includes electric line extensions for secondary or primary service to applicant(s) where the use of service is to be Permanent and where a continuous return to the utility of sufficient revenue to support the necessary investment is assured.

c. Indeterminate includes electric line extensions for secondary or primary service to applicant(s) not covered by b, above, or d, below, when the use of service cannot be reasonably assured as to its amount and permanency.

d. Temporary includes service to applicant(s) where the expected period of usage is eighteen (18) months or less, except in special cases where the period of usage may be longer than eighteen (18) months, such as at large construction projects.

6.2 Extension to Permanent Service

a. CORE will extend service to an applicant classified as Permanent according to the following terms and conditions:

1. The applicant shall initiate a contract authorization and pay the applicable project application fee prior to CORE's engineer providing a cost estimate and electrical design to the applicant.

2. The owner of the premises must sign a construction contract, pay the total estimated cost, and provide any additional required documents prior to construction.
3. The applicant must furnish CORE with documents to prove that he/she is the owner of the property.
4. The applicant shall pay the cost of construction of facilities needed to extend service.
5. When a prospective residential applicant requests service from an existing primary line extension eligible for Tap Fee Reimbursements, the following tap fee provisions apply to the new applicant requesting service and to the members of the original line extension.
    i. To be eligible for Tap Fee Reimbursements (up to the amount paid), the total primary line extension cost paid, must be equal to or greater than $15,000.00 and remain within the Tap Fee Reimbursement Period.
    ii. Only direct taps on the original primary line extension will be considered in calculating the tap fee charges and reimbursements. Subsequent taps originating from line extensions which previously connected to the original primary line extension will be considered as new, original line extensions, and subsequent tap fees and reimbursements will apply only to the respective immediate primary line extension being tapped.
    iii. The tap fee charge will consist of an equitable share of a portion of the cost of the existing primary line extension. Subsequent applicants making direct taps to the existing primary line extension will be required to pay the calculated tap fee in addition to the costs directly associated with their individual service.
    iv. The Tap Fee Reimbursement is based on charges to the applicant(s) and will be equitably distributed to the Consumer(s) of the primary line extension. The portion of the original primary line extension cost to be reimbursed is based on the total cost of primary facilities paid excluding the Consumer's other distribution costs to the proposed tap point divided by the total number of direct taps to the proposed tap point, or the total primary costs can be equally distributed to all Consumers with direct taps if mutually agreed to by all affected parties. However, any Consumer may assume more than his proportionate share of cost.
    v. Reimbursements of Consumer's tap fees will only be paid during the Tap Fee Reimbursement Period and at a time determined by CORE.
    vi. Extensions from system improvements constructed at CORE's expense will not result in refunds to prior or subsequent taps.

b. Depending upon the circumstances involved, CORE may, at its sole option, classify electric service supplied as either Permanent service or Indeterminate service.

6.3 Extension to Indeterminate Service

a. CORE will extend service to the applicant classified as Indeterminate according to the following terms and conditions:

1. When a developer wishes to initiate the extension of electric service into a residential or commercial development, he/she will provide CORE with an accurate plat to the subdivision tract as approved by the city or county authority, and as recorded with the clerk and recorder of the Colorado county in which the development is situated. In addition, it will be necessary that the developer or applicant initiate a contract authorization and pay the applicable project application fee prior to CORE's engineer providing a cost estimate and electrical design to the applicant.
2. The applicant must pay in advance the estimated cost for the installation of electrical facilities prior to scheduling the job for construction. Prior to the start of construction or payment of the estimated cost by the applicant, CORE may, at its sole option, classify a portion or all of the electric service to be supplied as Permanent service
3. Indeterminate services shall pay all construction costs in advance.

b. A Contribution-in-Aid of Construction, not subject to refund, may also be collected when unusual facilities such as for special underground facilities or for ornamental overhead facilities are supplied at the applicant's request.

6.4 Extension to Temporary Service

a. CORE will extend its facilities to provide service to applicants classified as Temporary under the following terms and conditions:

1. The applicant must enter into a Contract with CORE at the applicable rate schedule.
2. The term of the contract shall be for the anticipated period of time that service will be required.
3. Applicant for Temporary service before construction is started will pay to CORE, not subject to refund, an amount equal to CORE's estimates of the total cost of constructing all facilities required to supply the service necessary. The applicant must notify CORE to remove the temporary facilities and pay any costs of such removal.
4. CORE shall not connect additional applicants to a Temporary service line extension, except under unusual circumstances. In such cases where additional Temporary, Permanent, or Indeterminate applicants are connected to a Temporary line extension, CORE will refund to the original Temporary service applicant the material costs paid by that applicant.

6.5 Priorities

If the demand for power exceeds the availability of power due to limitations of CORE’s system or uncontrollable conditions outside of the system, CORE may curtail extensions of new service to Consumers based on a priority assignment.

Available capacity and materials will be assigned by service classification in the order listed:

1. Permanent Service
2. Indeterminate Service

3. Temporary Service

Within the above service classifications, priorities will be assigned the following applicant classes in the order listed:

1. Essential Commercial and Industrial (Hospitals, Police Stations, etc.)
2. Residential and Farm
3. Nonessential Commercial
4. Nonessential Industrial

Within the applicant classes, priority will be assigned to upgrading of existing service before supplying new services, and requests will be handled in the order received.

6.6 Exceptions

If, in the opinion of CORE's management, the application of the above regulations will work an undue hardship on an applicant for service, it may modify the requirements for such special cases, subject to review and approval of the Board.

6.7 Contributions

In all cases where advances for construction costs are involved, no interest shall be paid.

SECTION 7. SUBDIVISION STREET LIGHTING

a. Ornamental street lighting facilities for a city, town, or underground subdivision and street lighting facilities on wooden poles for overhead subdivisions will be installed upon request of the developer or other qualified applicant. CORE will provide a choice of standard ornamental street lighting facilities. The applicant will be responsible for all construction cost of the street lighting facilities.

b. The applicant or developer requesting a nonstandard or special type of street lighting facility may do so, but will be responsible for the acquisition, installation, and maintenance of all such lighting facilities, including the secondary conductors beyond the metering point

SECTION 8. APPLICANT RESPONSIBILITIES

a. When an applicant requests new facilities, the extension will be in accordance with the Regulations for the applicable service classification and the following terms and conditions:

    1. Provide a final plat approved by a city or county authority, when required, or a certified survey of the property being served.

    2. Provide final grade for the entire length and width of the proposed service route prior to construction, including all roads and public rights-of-way in order to obviate the necessity of additional cost to the applicant due to relocation of the facilities.

    3. Keep easements and roads free of debris and obstacles during the construction period in order to avoid unnecessary delay in construction.

4. Install and maintain meter housing and conductor from the point of connection to the applicant's panel. Installation will be in accordance with CORE's specifications. CORE will not install Temporary or Permanent meters until the applicant obtains the necessary state and/or county electrical inspectors' approval of the Temporary or Permanent meter loop installation.
5. Provide CORE with any additional reasonable rights-of-way, if required, in order to complete construction. Flag, number and pin all lot corners and identify by appropriately marking all road rights-of-way.
6. Any costs resulting from damages to CORE's facilities caused by contractors working for the developer/applicant, including changes in grade or dig-ins, shall be paid for by the developer/applicant. When digging around underground circuits, hand digging shall be utilized.
7. If installation of street light facilities are requested herein, all costs resulting from vandalism or the willful destruction of CORE's street lights, street light poles and associated equipment shall be paid for by the applicant or its successors and assigns.
8. Assume the responsibility to coordinate all joint use of CORE's trench, and any such joint use must be approved by CORE.

SECTION 9. CONVERSION OF OVERHEAD TO UNDERGROUND DISTRIBUTION

a. Upon request of an applicant, an existing or proposed overhead distribution facility may be converted to an underground system by CORE under the following terms and conditions:
    1. The proposed overhead line to be converted must be in an existing loop-supplied system, must cover a reasonable area which will allow orderly engineering and construction practices, may require additional conversion of facilities crossing lands not owned or developed by applicant, and must utilize a once only construction policy in the proposed area to be converted. CORE's Engineering Department shall determine what constitutes a reasonable conversion area.
    2. The applicant requesting the conversion shall pay to CORE, prior to the start of construction, a nonrefundable contribution equal to the estimated cost of the underground facilities, plus the cost of removal.
    3. It shall be the responsibility of the applicant to secure all necessary agreements and approvals of all property owners and governmental entities involved in the conversion. The applicant shall be responsible for any modifications required to all existing service entrances within the conversion area.
    4. Nothing herein shall be construed to prevent CORE from converting selected overhead distribution areas to underground distribution areas when, in the sole judgment of CORE, such conversion is necessary or desirable and economically feasible. In such cases, the total cost of the conversion shall be borne by CORE.

SECTION 10. GOVERNMENTAL MANDATED FACILITY CHANGES

a. This regulation shall apply when any local unit of government within CORE's service territory requires CORE to:

   1. Make changes or improvements to an existing site or facility;
   2. Include changes or improvements as part of a proposed site or facility;
   3. Change the proposed location or route of a planned facility as set forth in any permit or use application submitted by CORE;
   4. Replace an overhead facility with an underground facility; or
   5. Relocate existing facilities other than facilities in public rights-of-way required to be relocated to accommodate public works projects.

b. For purposes of this regulation:

   1. The term "local unit of government" means any city, town, county, or other municipal or quasi-municipal corporation. The term specifically includes, without limitation, any local improvement district created pursuant to Article 8 of Title 29, Colorado Revised Statutes.
   2. Changes or improvements to facilities or sites shall include, without limitation, underground construction, relocation, rerouting, landscaping, grading, construction of walls, berms, or fences, and set-back requirements greater than those ordinarily deemed necessary.
   3. The term "Project Cost" means the cost of acquiring necessary property rights, engineering, site preparation, construction, retirement of existing facilities, and facility installation.
   4. "Change Costs" shall be calculated by determining the actual Project Cost including changes or improvements mandated by the local unit of government and subtracting the estimated Project Cost, if any, for the project as proposed by CORE. Change Costs shall equal actual Project Cost in those cases where the change is imposed with respect to an existing facility for which CORE has not proposed an improvement. Change Costs will also equal actual Project Cost in those cases where underground construction is required.

c. The surcharge provided for in this regulation shall be imposed when the Change Costs with respect to a project exceed one hundred thousand dollars ($100,000).

d. The surcharge for any given project shall be calculated as follows:

   1. A fixed cost factor shall be determined. The fixed cost factor shall allocate a proportionate share of CORE's operations and maintenance, administrative and general, depreciation, interest, and property tax expenses to the Change Costs. The fixed cost factor shall be adjusted annually. When Change Costs are paid in whole or in part by a local unit of government, or a third party, such payment shall be credited against the interest component of the fixed cost factor.

2. A cost recovery factor shall be determined. The cost recovery factor shall be calculated to recover the amortized Change Costs and extraordinary operations and maintenance expenses, if any, resulting from the changes or improvements imposed by the local unit of government. The cost recovery factor shall be adjusted annually.
3. The total amount to be surcharged each year shall be equal to the Change Costs multiplied by the fixed cost factor and the cost recovery factor.
4. The monthly surcharge amount shall equal the sum calculated pursuant to subparagraph (d.3), divided by twelve (12).
5. The surcharge provided for in this regulation shall be charged to each Consumer receiving service within the boundaries of the local unit of government imposing the change or improvement resulting in the surcharge. The surcharge shall be the same for all Consumer categories and classes of service. The amount of the surcharge to be charged each Consumer shall be determined by dividing the total monthly surcharge amount by the number of Consumers receiving service within the boundaries of the local unit of government imposing the change or improvement resulting in the surcharge. For purposes of calculating this amount, the number of such Consumers shall be determined and adjusted annually.

e. Surcharges will be billed beginning thirty (30) days after completion of construction. For long-term projects involving multiple phases, billing will begin thirty (30) days after completion of each phase, as designated by CORE. Surcharge billing will continue for the useful life of the facilities to which each surcharge applies.

f. Surcharges shall be cumulative. Each additional project to which this regulation applies will result in an additional surcharge to Consumers receiving service within the boundaries of the local unit of government where the project is located.

g. CORE reserves the right to obtain payment for governmental mandated changes or improvements, relocations, or takings as permitted by law or any other of CORE's Rates and Regulations, regardless of whether the threshold requirements of paragraph 10(c) have been met.

h. Surcharges shall be imposed only for local governmental mandated changes or improvements to existing facilities or projects proposed by CORE.

i. If CORE determines, at its discretion, that a change or improvement imposed by a local unit of government will benefit Consumers outside the boundaries of the unit of government, CORE may reduce or eliminate the surcharge provided for in this regulation.

j. This section shall supersede any expressed or implied inconsistency in CORE's Rates and Regulations.

SECTION 11. FACILITY RELOCATION

a. An existing facility may be relocated by CORE at the request of a property owner/developer under the following terms and conditions:

1. The relocation will not affect the reliability or operational characteristics of the existing system.
2. The party requesting the relocation shall pay to CORE, prior to the start of construction, a nonrefundable contribution equal to the estimated cost of the relocated facilities, plus the cost of removal.
3. CORE's engineering department shall determine what constitutes a reasonable conversion area required for the facility relocation.
4. The party requesting the relocation shall grant or obtain the necessary property rights for CORE to the property on which the facilities are to be relocated and shall be responsible for obtaining approval from all local, city, state, county and federal authorities prior to the relocation.
5. Nothing herein shall be construed to prevent CORE from relocating selected facilities when, in the sole judgment of CORE, such relocation is necessary or desirable. In such cases, the total cost of the relocation shall be borne by CORE.

RATES AND REGULATIONS

PART VI: COMPLAINT PROCEDURE

Adopted by the Board of Directors

Effective March 7, 2022

Rates and Regulations Resolution BR21-24

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SECTION 1. SCOPE OF PROCEDURE

This Complaint Procedure sets forth the procedures for Consumers to register Complaints about and be given an opportunity to be heard by the Board on the Rates charged by CORE, the manner in which electric service is provided, proposed changes to CORE's Rates and Regulations, and the application of any immediate shut-off policy in accordance with C.R.S. §§ 40-9.5-107 and 40-9.5-109.

This Procedure does not address and shall not be construed to limit any Consumer's right to bring any concern or Complaint through informal means to CORE, the Board, any director, or any employee of CORE, provided only that any written Complaint that invokes this Procedure shall be addressed solely through this Procedure while such Complaint is pending resolution.

SECTION 2. APPLICATION OF PROCEDURE

This Procedure shall be construed and applied to comply with Colorado law and to secure the lawful, just, speedy, and inexpensive determination of matters presented. Substantial compliance consistent with the purpose of any provision of this Procedure shall be sufficient, provided that compliance with filing deadlines may be strictly required when proposed changes to Rates and Regulations are at issue.

SECTION 3. FORMS

Forms are not considered part of this Procedure, but should be used when possible. No Complaint shall be dismissed or disregarded because of informality, provided that the Complaint is timely filed, is made to an CORE employee with the authority to handle the Complaint, and reasonably sets forth the basis for the Complaint.

SECTION 4. TIME FOR FILING COMPLAINTS AND HEARING REQUESTS

A Complaint regarding immediate shut off policy, rates, or the manner in which electric services is provided may be filed at any time. A Complaint regarding a proposed change to CORE's Rates and Regulations shall be filed at least thirty (30) days before the proposed effective date of the proposed change.

A Complainant who seeks a hearing regarding a Complaint shall so state in writing at the time of the Complaint is filed. A hearing shall be deemed waived if no such request is made.

SECTION 5. FILING

A Complaint shall be deemed filed when it is physically delivered to CORE's principal office at 5496 N. U.S. HWY 85, Sedalia, CO 80135, addressed to the attention of the Chief Executive Officer.

SECTION 6. IMMEDIATE SHUTOFFS

If CORE proposes immediately to shut off service without prior notice or immediately shuts off service to a Consumer without prior notice, such Consumer may immediately appeal such action to the Board by filing a Complaint and posting a deposit with CORE equal to any amount in dispute. The procedure regarding any such Complaint shall be as follows:

If the Board is in session, it shall immediately hear and determine any such Complaint, considering such evidence and information as is presented by the Complainant and CORE staff. If the Board is not in session, the Board authorizes and directs the Chief Executive Officer or his or her designee to promptly hear and determine any such Complaint based on available evidence and information and subject to the right of the Complainant to seek de novo review of said determination by the Board, Board review shall be conducted and

determined no later than the next regular meeting of the Board. Irrespective of whether the Consumer seeks further review by the Board, the Chief Executive Officer will inform the Board of the Complaint and the determination of such Complaint at the next regular meeting of the Board.

SECTION 7. COMPLAINTS

7.1 Scope

Consumer may file a Complaint concerning (1) the Rates charged by CORE, (2) the manner in which electric service is provided by CORE, or (3) proposed changes to the Rates and Regulations.

7.2 Parties

A Complaint may be filed by a Consumer or on a Consumer's behalf by an attorney at law currently in good standing before the Supreme Court of the State of Colorado. The Complainant and CORE shall be the parties to the Complaint proceeding.

CORE's Chief Executive Officer or his or her designee will represent CORE in connection with the Complaint.

Complaints may not be filed in on behalf of Consumers who are not parties.

7.3 Standing

A Consumer has standing to file a Complaint if (1) the Consumer is subject to a present or imminent adverse effect caused by the existing Rate or Regulation in question; or (2) the Consumer objects to a proposed amendment to the Rates and Regulations for any reason.

If a Consumer lacks standing to file a Complaint, the Complaint may be dismissed.

7.4 Requirements of a Complaint

All Complaints shall be in writing (typed or legibly handwritten), addressed to CORE's Chief Executive Officer, and delivered by mail or by personal delivery to CORE's principal place of business. The Complaint must include the following information:

a. A statement that the Complaint is brought pursuant to this Procedure;

b. The Consumer's name, contact information, and CORE account number;

c. The name, contact information, and Colorado registration number of the Consumer's attorney (if applicable);

d. The name, contact information, and proof of authority of a representative to act on the Consumer's behalf (if applicable);

e. The circumstances giving rise to the Complaint;

f. The facts, supporting data, documents, and other information necessary to support the Complaint;

g. The remedy and relief sought by the Consumer; and

h. Whether a formal hearing is requested.

The Complaint should be filed using the attached Form 1 or specifically state that the Complaint is being filed with CORE according to this Procedure. Anonymous Complaints and Complaints lacking the required information may be dismissed. A Consumer may withdraw a Complaint at any time.

SECTION 8. COMPLAINT RESOLUTION

8.1 Informal Resolution

The Chief Executive Officer or his or her designee shall attempt to resolve Complaints informally and as soon as reasonably practicable.

8.2 No Hearing Requested

The Chief Executive Officer shall receive, review, and issue a decision on all Complaints filed with CORE. CORE may seek information or explanation from the complaining Consumer in addition to that set forth in the Complaint. A timely written response shall be made to each Complaint. If the Complaint is not resolved to the Complainant's satisfaction within thirty (30) days after filing, the Complainant may request review of the Complaint by the Board.

Irrespective of whether the Complainant seeks further review by the Board, the Chief Executive Officer will inform the Board of the Complaint and the determination of such Complaint at the next regular meeting of the Board following issuance of the response. If a Complaint concerns any proposed change to the Rates and Regulations, the Chief Executive Officer shall file such Complaint with the Board as part of the process for Board consideration and adoption of such change.

8.3 Hearing Procedure

If a Consumer requests a hearing as provided in this Procedure, the President of the Board shall appoint a qualified and impartial individual to serve as the Presiding Officer.

The Presiding Officer's duties include:

a. Conducting a full, fair, and impartial proceeding and hearing, if any;

b. Administering oaths and affirmations;

c. Managing and compelling discovery;

d. Ruling upon offers of proof and receiving relevant, competent, and probative evidence;

e. Regulating the course of the proceedings and the conduct of the parties and their representatives;

f. Holding pre-conference hearings, if any, for simplification of the issues, settlement of the proceedings, or any other proper purposes;

g. Considering and ruling, orally or in writing, upon all procedural and other motions appropriate in adjudicative proceedings;

h. Issuing recommended decisions, rulings, and orders, as appropriate;

i. Taking testimony;

j. Preparing findings of fact; and

k. Performing all other tasks as may be necessary to comply with this Procedure.

The Presiding Officer may consolidate two (2) or more Complaints where it appears that the issues are substantially similar and that the rights of the Complainants will not be prejudiced by such consolidation.

8.4 Discovery

CORE shall timely provide or make available to the Complainant or the Complainant's attorney all information and records relevant to the Complaint requested by the Complainant. The Complainant shall, upon CORE's request, provide to CORE information relevant to the Complaint or relief requested if such information is not otherwise available to CORE. The Presiding Officer may order any party to produce relevant information to the other party(ies).

The Complainant is not entitled to obtain information not probative to the facts of the Complaint or account information for any other Consumer, including, but not limited to, the name, address, or electric usage, except for with a court-ordered subpoena. Depositions shall not be allowed unless by agreement of the Complainant and CORE.

In the event the Complainant requests any information relevant to the Complaint that the Chief Executive Officer deems confidential, CORE can require the Consumer sign a non-disclosure agreement as a condition to the disclosure of such information.

8.5 Burden of Going Forward and Burden of Proof

The Complainant(s) has(ve) the burden of going forward and the burden of proof.

8.6 Stipulation

Any two or more parties, including CORE, may stipulate as to any fact at issue, or otherwise reach agreement as to matters at issue, substance, or procedure, or the total or any part of the record by written stipulation or agreement offered into evidence as an exhibit. An oral stipulation or agreement may be made upon the record.

8.7 Hearings

Hearings shall be conducted at CORE's principal office. The Presiding Officer shall set the date and time for a hearing.

The Presiding Officer shall give written notice of a hearing by electronic or U.S. mail sent at least ten (10) days before the first day of hearing to each party to the proceeding as of the date of mailing.

The Complainant shall provide to the Presiding Officer and CORE copies of all documents the Complainant plans to present and the names of any witnesses to be called at the hearing no later than ten (10) business days prior to the hearing. If the Complainant fails to submit such discovery and the names of witnesses, the Complaint shall be deemed abandoned. CORE shall provide such information to the Presiding Officer and the Complainant no later than five (5) business days prior to the hearing date.

Any Complaint shall be dismissed if it has been set for hearing, properly noticed, and the Complainant fails to appear at the time, place, and date set for hearing without just cause. If any party to a proceeding absents himself or herself from the hearing after first appearing, the matter may be deemed abandoned or may be heard without the presence of the party.

Hearings shall be conducted by the Presiding Officer. Any Person who is disruptive, abusive, or disorderly at a hearing may be excluded from the hearing.

At the commencement of a hearing, the Presiding Officer shall call the hearing to order, take appearances, and act upon any pending motions, petitions, or preliminary matters. The parties may then make opening statements or reserve them to a later time in the proceeding. A witness shall be required to swear or affirm that the testimony

about to be given is true before being permitted to testify. No witness who refuses to swear so or affirm shall be permitted to testify.

The Presiding Officer shall not be bound by the technical rules of evidence and no informality in any proceeding or in the manner of taking testimony shall invalidate any order, decision, or regulation made, approved, or confirmed. However, to the extent practicable, the Colorado Rules of Evidence applicable in civil nonjury cases in the district courts of Colorado will be followed, in order to promote uniformity in the admission of evidence.

Notwithstanding the foregoing, when necessary to ascertain facts affecting the substantial rights of parties to the proceeding, evidence not otherwise admissible may be received and considered if such evidence possesses probative value commonly accepted by reasonable and prudent persons in the conduct of their affairs.

A party tendering an exhibit shall furnish a copy thereof to each party present and the Presiding Officer at the hearing. The Presiding Officer may limit the number of copies required to be furnished where reproduction is impracticable, or unduly burdensome.

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

If the interests of the parties will not be substantially prejudiced thereby, the Presiding Officer may receive all or part of the evidence in written form.

At the conclusion of the presentation of evidence at any hearing, the Presiding Officer, upon his or her own motion or upon request by the Consumer who submitted the subject Complaint, may order written briefs or statements of position to be filed. A copy of said brief or statement of position also shall be served on each party.

The Presiding Officer may order any redundant, immaterial, impertinent, or scandalous matter stricken from any Complaint, motion, document, or other record filed with CORE.

8.8 Proceeding Records and Transcripts

Hearings shall be recorded by CORE. CORE shall make recordings available to the parties in the recording's native format. CORE shall transcribe any recording as may be necessary for review of a proceeding.

8.9 Waivers and Variances

Upon agreement of the parties, the Presiding Officer may waive or vary any of the procedural requirements of this Procedure.

SECTION 9. DECISION AND REQUEST FOR RECONSIDERATION

The Presiding Officer shall timely issue findings of fact and a proposed decision regarding the Complaint, which shall include a statement of findings and conclusions upon all material issues of fact, law, or discretion presented by the evidence and the Presiding Officer's recommended order, sanction, relief, or denial thereof. The decision shall be issued as soon as practicable, and in any event, within forty-five (45) days after the hearing, if any, is closed.

The decision shall be served on each party by email, personal service or by first-class mail to the last address furnished to CORE by the Complainant or his or her representative, and shall be effective on the date mailed or such later date as is stated in the decision. Unless a timely request for Board review is filed by the Complainant or CORE, the recommended decision shall be final.

If a Complainant is aggrieved by any such decision, the Complainant may file a written request for de novo review by the Board. Such request must be filed within twenty (20) days after the decision is effective, and it shall specify each ground upon which the request is based. Upon receipt of a timely request for review, the Board shall review the record and the findings and recommended decision within forty-five (45) days and shall affirm, reverse, or modify the recommended decision as the Board determines is appropriate in its discretion.

SECTION 10. EXHAUSTION OF REMEDIES

No Consumer may make a Complaint to any agency or court about any matter concerning CORE's Rates and Regulations or this Procedure without first following the procedures herein and exhausting the remedies set forth in this Procedure.

COMPLAINT PROCEDURE

FORM NO. 1 – COMPLAINT

Name of Complainant(s):
Address:
Telephone Number:
Email:
CORE Account No.:

Name of Complainant(s) Attorney or Legal Representative (if any):
Address:
Telephone Number:
Email:
Colorado Attorney Registration No. (if applicable):

COMPLAINT

1. If you are bringing this Complaint as agent for the account holder, state the basis for your authority to bring the Complaint.
2. Provide a brief statement of your Complaint.
3. Describe the circumstances giving rise to this Complaint.
4. State the facts and attach any supporting data, documents, and other information necessary to support the Complaint and the remedy and relief sought by the Complainant.
5. State the remedy or relief you are seeking from the CORE with the filing of this Complaint.
6. Whether a formal hearing is requested regarding this Complaint.

Note: An opportunity for informal discussion of all Complaints will be provided whether or not a hearing is requested.

Dated this _____ day of _____, 20____.

_____

Signature of Consumer, Attorney,
or Legal Representative*

*Attach proof of authority to act on the Consumer's behalf.