

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 79-2023

A RESOLUTION TO AUTHORIZE A LEASE AGREEMENT WITH CORE ELECTRIC COOPERATIVE FOR PLACEMENT OF EV CHARGER ON TOWN PROPERTY, PALMER LAKE, COLORADO

WHEREAS, the Board of Trustees of the Town of Palmer Lake, Colorado, pursuant to Colorado statute and the Town of Palmer Lake Municipal Code, is vested with the authority of administering the affairs of the Town of Palmer Lake, Colorado; and

WHEREAS, the Town Board of Trustees has authority over Town property; and

WHEREAS, the Town Board and CORE Electric Cooperative (“CORE”) desire to enter into a Lease Agreement to allow the placement of EV Charger on town property, located in the parking area west of Palmer Lake, along Hwy 105; and

WHEREAS, the tenant will install and maintain the space and EV Charger per the Lease Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE, COLORADO AS FOLLOWS:

1. The Town Board of Trustees hereby authorizes signature to a Lease Agreement with CORE as attached herein.
2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Board of Trustees hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
3. Repeal. Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 14th DAY OF DECEMBER 2023.

ATTEST:

TOWN OF PALMER LAKE, COLORADO



Dawn A. Collins
Town Administrator/Clerk

BY: 

Grant Havenar
Mayor

**GROUND LEASE FOR ELECTRIC VEHICLE CHARGER
AT PALMER LAKE COLORADO**

DATE: December __, 2023

PARTIES: **TOWN PALMER LAKE** a Colorado municipal corporation, 42 Valley Crescent, Palmer Lake, CO 80133 ("Landlord"); and

CORE ELECTRIC COOPERATIVE, a Colorado cooperative association, 5496 North US Highway 85, Sedalia, Colorado 80135 ("Tenant"), collectively the "Parties".

RECITALS:

WHEREAS, Landlord is the fee simple owner of certain real property more particularly described in the attached *Exhibit A* ("Property"); and

WHEREAS, Tenant is the recipient of a grant from Charge Ahead Colorado to build one (1) dual port electric vehicle charger ("EV Charger"); and

WHEREAS, Tenant wishes to enter into this Lease in order to install said EV Charger on the Property in a location more particularly described in the attached *Exhibit B* ("Premises"); and

WHEREAS, Landlord is willing to lease the Premises to Tenant and Tenant is willing to lease the Premises from Landlord upon the terms, covenants and conditions set forth in this Ground Lease ("Lease").

NOW, THEREFORE, in consideration of the lease of the Premises and the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

Section 1. Definitions. The following words shall have the meanings indicated:

Premises means the property described in *Exhibit B* and all related easements, licenses, privileges, rights and appurtenances. The term "Premises" does not include the "Improvements".

Improvements mean the EV Charger and any and all structures and improvements, including but not limited to conduit and an ADA curb ramp, erected/constructed on the Premises pursuant to this Lease, and all fixtures, machinery, equipment, all building equipment, and, without limitation, other property of every kind or nature situated on the Premises or used in connection therewith.

Rent means the "Base Rent" and any adjustment thereto, and any other charges or payments of money due from Tenant in connection with this Lease whether or not payable to Landlord.

Section 2. Lease of the Premises. Landlord hereby demises and leases unto Tenant, and Tenant hereby takes and hires from Landlord, the Premises, for and in consideration of the rents, covenants and agreements, and upon the terms and conditions set forth herein. The Lease of the Premises is subject to any and all encumbrances, conditions, covenants, easements, restrictions, rights-of-way, and all other matters of any nature affecting the Premises during the Term (in each case whether or not of record), such matters as may be disclosed by an inspection or survey, and all zoning, land use, subdivision, and all other laws, rules, regulations and judicial or administrative orders now or hereafter applicable to the Premises or any part thereof or any use or occupancy thereof (herein collectively called the "Restrictions").

Section 3. Term. The term of this Lease shall be five (5) years, beginning on the date of the execution of this Lease, as extended pursuant to this Section 3, and subject to earlier termination as herein set forth ("Term"). Upon Mutual agreement of the Parties, Tenant shall have two consecutive options to renew the Lease for an additional five (5) years upon Tenant's written notice to Landlord of Tenant's election to renew the Lease provided at least sixty (60) days prior to the expiration of the Term, and Landlord's written approval of such option to renew provided at least thirty (30) days prior to expiration of the Term.

- A. At the expiration of the Term, the Parties agree that Tenant shall offer to Landlord a transfer of ownership and control over the EV Charger, and Landlord may accept ownership and control over, subject to a separate agreement of sale or transfer, the EV Charger and all related Improvements; provided, however, that Landlord shall then be responsible for all electrical consumption costs resulting from the use of the EV Charger.
- B. Shall the Landlord not accept ownership and control of the EV Charger, Tenant shall remove the EV Charging equipment, disconnect, and abandon in place underground facilities between the service interconnection and the EV Charging Equipment.

Section 4. Rent. As rent for the Premises, Tenant shall pay the sums hereinafter set forth.

- A. **Base Rent.** Tenant shall pay to Landlord during the Term a minimum net annual rent of zero (\$00.00) dollars, in consideration for allowing the public to access and use the EV Charger free of charge for an initial period as outlined in Section 9. As additional consideration to this lease and subsequent extensions, Landlord also has the option to take ownership of the EV Charger at the expiration of the term of this lease and any subsequent extensions at no cost.

Section 5. Use of Premises.

- A. Tenant shall use the Premises for the purposes of constructing and operating thereon an EV Charger and related Improvements, as described in *Exhibit C*, to be used for public electric charging stations, including maintenance and repair thereof; and for no other use without Landlord's prior written consent in each instance, which may be withheld if the proposed use will, in Landlord's sole discretion, be detrimental to the orderly development and operation of the Premises.

- B. Tenant shall comply with all federal, state, and municipal laws, regulations and ordinances affecting the Premises or any portion thereof and shall maintain in force during the Term all permits, authorizations and licenses that may be necessary for Tenant's use or operation of the Premises or any portion thereof pursuant to Section 5(A) above (including, without limitation, the making, placing, maintaining or altering of the Improvements of any portion thereof). Tenant shall not use the Premises or any portion thereof for any purpose or use which is in violation of any applicable certificate of occupancy, building permit, or any of the Restrictions.
- C. Tenant will not suffer any act to be done or condition to exist on the Premises, or any part thereof, or any article to be brought thereon which may be dangerous, unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private.
- D. Tenant shall not have the right to maintain or install any signs in or at the Premises visible from adjacent parcels or roads except as approved in writing by Landlord in each instance. This provision is not applicable to brands, logos, instructions, or other signage on the Improvements.
- E. Tenant shall have full responsibility for protecting the Premises and all Improvements located thereon from damage due to theft, robbery, and vandalism.

Section 6. Temporary Construction Easement. Landlord hereby grants to Tenant and its agents a temporary construction easement over and across the Property. The temporary construction easement shall be for Tenant's use during construction of the Improvements on, over and across the area more particularly described in the attached *Exhibit D*. Upon completion of construction of the Improvements, this temporary construction easement shall automatically terminate. Upon request of Landlord, Tenant agrees to execute, acknowledge, and deliver to Landlord an instrument in recordable form evidencing such termination.

Section 7. Electrical Infrastructure. Tenant shall have the right to connect to the existing electrical infrastructure on the Property.

Section 8. Reports on EV Charger Usage. Tenant shall share with Landlord, upon Landlord's reasonable request, regular reports on the public usage of the EV Charger.

Section 9. Public Use of EV Charger. In consideration for this Lease, the EV Charger initially shall be made available to the public for use without cost for a minimum period of one thirty (30) days from the date of installation of the EV Charger. Tenant will collect data on the EV Charger's use and may implement a service charge at any point during the Term, but not prior to the first 30 days. Tenant will notify Landlord of its proposed implementation of the service charge no less than thirty (30) days prior to the date it becomes effective. Service charges will be assessed and collected directly from the EV Charger users through a direct pay protocol provided through the EV Charger.

Section 10. EV Charger Operating Costs. Tenant shall be responsible for all electrical consumption costs resulting from the public's use of the EV Charger. The EV Charger shall be sub-metered in order to isolate any electrical consumption.

Section 11. Maintenance.

- A. Tenant, at Tenant's cost, shall be responsible for the maintenance of the Improvements. Tenant shall keep the Improvements in an operable condition and shall make all repairs thereto, structural, and nonstructural, ordinary and extraordinary, foreseen and unforeseen, as necessary to permit the public's use of the EV Charger during the Term.
- B. Tenant will not commit, knowingly permit, or suffer any waste, damages, disfigurement or injury to or upon the Premises, or Improvements, or any part thereof.
- C. Landlord shall be responsible for snow plowing and other maintenance of the Property, including the parking spaces on the Premises.

Section 12. Insurance. Tenant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to cover the obligations of Tenant imposed by this Lease and naming Landlord as an additional insured, as set forth in the Certificates of Insurance attached as *Exhibit E* (the "Certificates of Insurance"). Tenant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this Lease by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

- A. Tenant shall procure and maintain a policy or policies with the minimum insurance coverage set forth on the Certificates of Insurance. The form and insurer on the Certificates of Insurance is acceptable to the Landlord. All coverage shall be continuously maintained from the date of execution of this Lease. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain continuous coverage.
 - 1. Workers Compensation insurance to cover obligations imposed by the Workers Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this Lease, and Employer's Liability insurance.
 - 2. Commercial General Liability insurance applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.
 - 3. Comprehensive Automobile Liability Insurance with respect to each of Tenant's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

- B. The policies required above, except Workers' Compensation insurance and Employers' Liability insurance shall be endorsed to include the Town, its officers and employees, as an additional insured. Every policy required above, except Workers' Compensation shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Tenant. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Tenant shall be solely responsible for any deductible losses under each of the policies required above.
- C. The Certificates of Insurance shall be attached as *Exhibit E* as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect and shall be subject to review and approval by the Landlord. Each certificate shall identify the Lease and shall provide that coverage afforded under the policies shall not be cancelled, terminated, or materially changed until at least 30 days prior written notice has been given to the Landlord. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Landlord reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Tenant shall deliver annually to Landlord an updated Certificates of Insurance on or before May 1st, of each year.
- D. Failure on the part of Tenant to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of this Lease upon which at the Landlord's discretion, may procure or renew any such policy or any extended connection therewith, and all monies so paid by the Landlord shall be repaid by Tenant to the Landlord upon demand.

Section 13. Construction. All construction work shall be performed in a good and workmanlike manner in accordance with industry standards for the type of work in question. All construction work shall be done in compliance with all applicable laws, building codes, ordinances, and regulations. No construction or work shall commence until all necessary licenses, permits and authorizations required of any applicable government authority having jurisdiction are obtained. Tenant shall be responsible for acquiring and paying the costs for all required licenses and authorizations. Tenant and Landlord agree that Tenant shall be responsible for acquiring all necessary permits but shall not be responsible for the payment of any related fees as approved herein by Town Board.

Section 14. Liens. Tenant shall have no right, authority or power to bind Landlord or any interest of Landlord in the Premises for any claim for labor or material or for any other charge or expense incurred in constructing any Improvements or performing any alteration, renovation, repair, refurbishment or other work with regard thereto, nor to render Landlord's interest in the

Premises liable for any lien or right of lien for any labor, materials or other charge or expense incurred in connection therewith. Tenant shall not be considered the agent of Landlord in construction, erection, or operation of any such Improvements. If any liens or claims for labor or materials supplied or claimed to have been supplied to the Premises are filed, Tenant shall diligently pursue the release or discharge thereof.

Section 15. Colorado Governmental Immunity Act. The parties understand and agree that Landlord is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations (presently \$424,000.00 per person, \$1,195,000.00 for two or more persons, per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to Landlord, its officers, or its employees.

Section 16. Hold Harmless. Tenant shall so maintain the Improvements as to afford all reasonable protection against injury or damage to persons or property therefrom, and Tenant shall save and hold Landlord harmless from all liability or damage and all reasonable expenses necessarily accruing against Landlord arising out of the negligent exercise by Tenant of the rights and privileges hereby granted, provided that Tenant shall have had notice of the pendency of any action against Landlord arising out of such exercise by Tenant of said rights and privileges within ten (10) days thereof and be permitted at its own expense to appear and defend or assist in the defense of the same.

Section 17. Entire Agreement. This Lease represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Lease may be amended only by an instrument in writing signed by the parties. If any other provision of this Lease is held invalid or unenforceable, no other provision shall be affected by such holding, and all the remaining provisions of this Lease shall continue in full force and effect.

Section 18. Default and Remedies. In the event either party should default in performance of its obligations under this Lease, and such default shall remain uncured for more than 10 days after notice of default is given to the defaulting party, the non-defaulting party shall be entitled to pursue any and all legal remedies and recover its reasonable attorney's fees and costs in such legal action; provided, however, that no Party will be entitled to lost profits, economic damages, or actual, direct, incidental, consequential, punitive or exemplary damages in the event of a default.

Section 19. Waiver. A waiver by any party to this Lease of the breach of any term or provision of this Lease shall not operate or be construed as a waiver of any subsequent breach by either party.

Section 20. Governing Law and Venue. This Lease shall be governed by the laws of the State of Colorado in the El PasoCounty District Court.

Section 21. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Lease, and all rights of action relating to such enforcement, shall be strictly reserved to Landlord and Tenant, and nothing contained in this Lease shall give or allow any such claim or right of action by any third party. It is the express intention of the parties that any person other than Landlord or Tenant receiving services or benefits under this Lease shall be deemed to be an incidental beneficiary only.

Section 22. Assignment, Subletting, and Sale of Tenant's Interests. Tenant shall not assign, sublet, or sell Tenant's interest in this Lease or the Improvements without prior written approval of the Landlord.


Section 23. Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same instrument. Each of the Parties hereto shall be entitled to rely upon a counterpart of the instrument executed by the other Party and sent by electronic mail.

Section 24. Authority. The individuals executing this Lease represent that they are expressly authorized to enter into this Lease on behalf of Landlord and Tenant and bind their respective entities. This Lease is executed and made effective on the first date written above.

LANDLORD

ATTEST:

TOWN of PALMER LAKE



Dawn A. Collins, CMC
Town Administrator/Clerk



Grant Havenar, Mayor

Approved as to Form:

Matthew Z. Krob, Town Attorney

TENANT

CORE ELECTRIC COOPERATIVE

By: _____
Brooks Kaufman
Lands and Rights of Way Manager

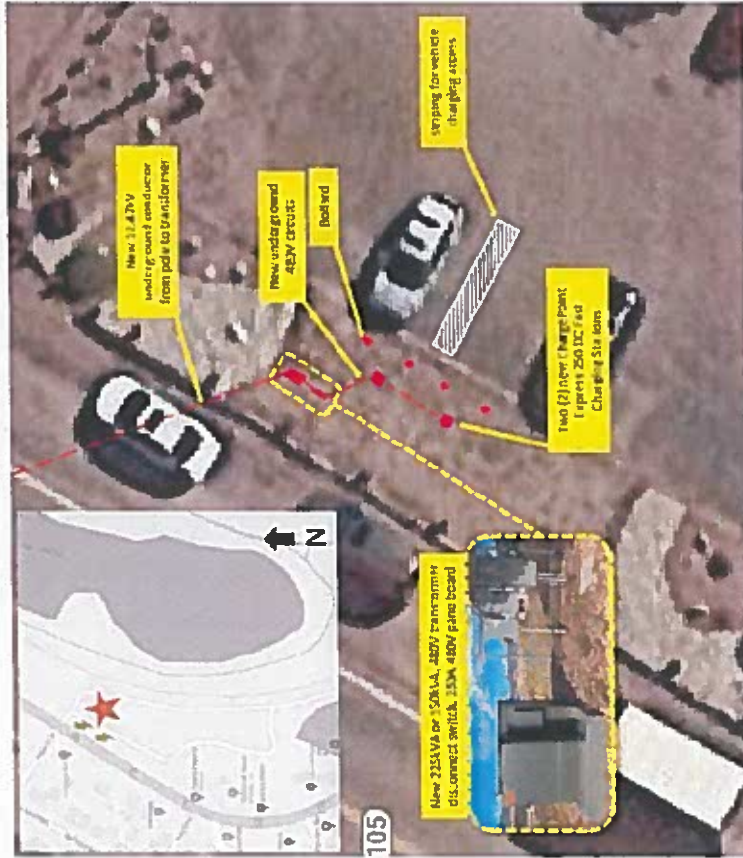
Exhibit A
Description of the Property

Owner:
LAKE, PALMER OF

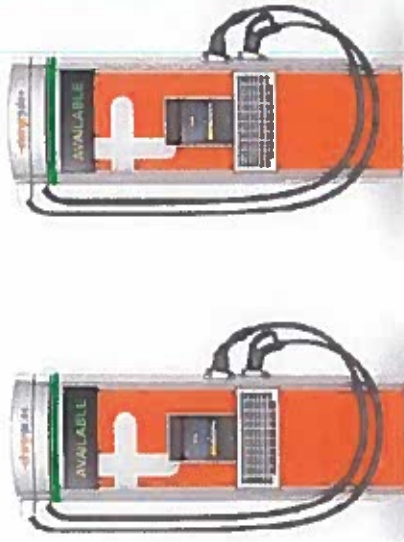
Legal Description:
THAT PART OF W2NE4 AND NW4SE4 OF SEC 05-11-67 LY ELY OF AN ADJ TO EXISTING
HWY 105, WLY OF AND ADJ TO WLY R/W LN OF

Parcel Number:
7105100004

Exhibit B Description of the Premises



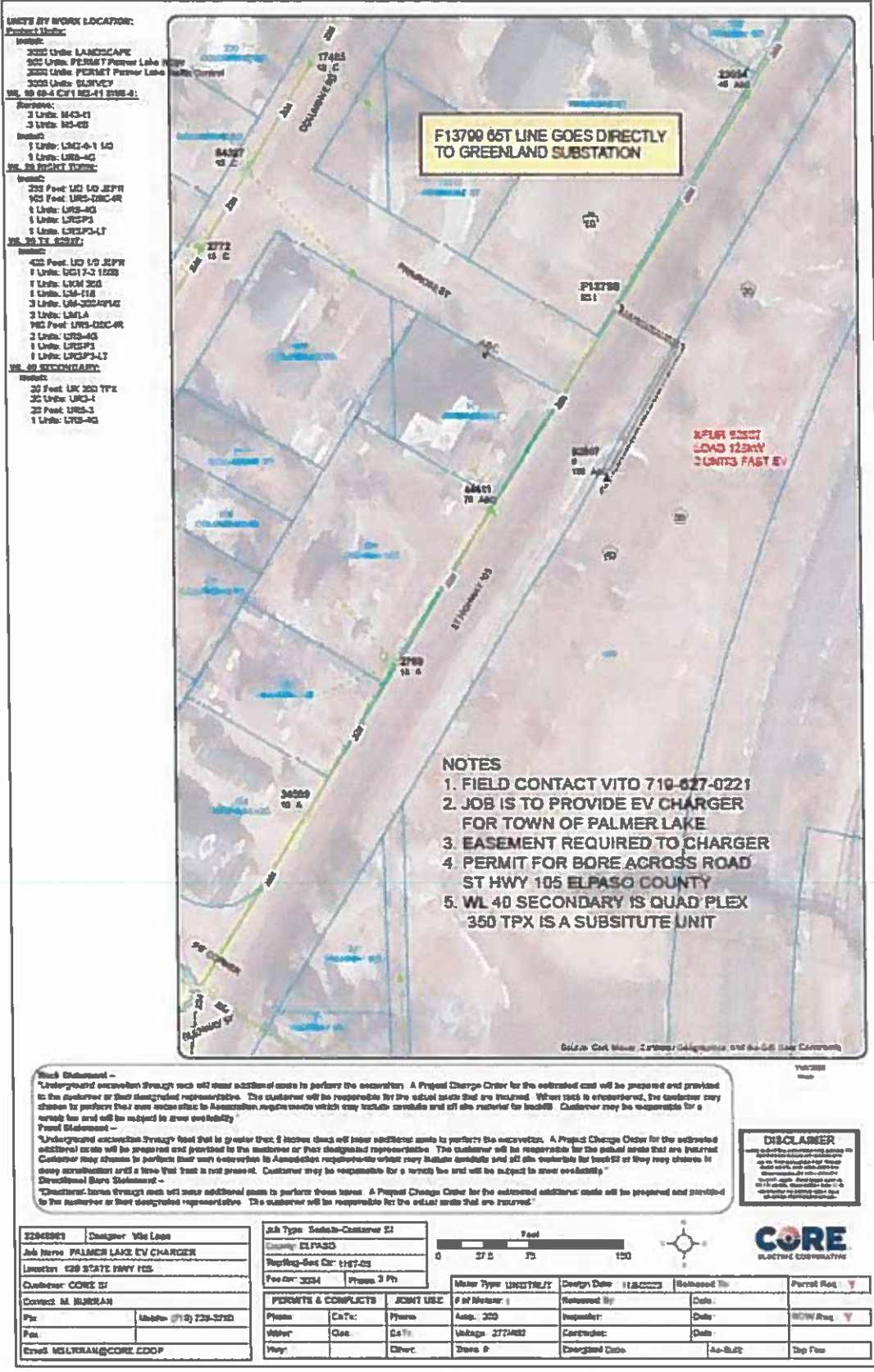
PRELIMINARY
FOR REFERENCE ONLY



ChargePoint Express 250
Two (2) Level 3 DC Fast Charger (100kW)
125kW shared circuit

Primrose St. & State Hwy 105 Palmer Lake, CO

39.123005, -104.014016
Level 3 Public Charging Station
Proposed Layout - Rev. 0, 10/13/2023
The Energy to Thrive™



- UNITS BY WORK LOCATION:**
- Contract 11626:**
- 3000 Units: LANDSCAPE
 - 500 Units: PERMIT Palmer Lake
 - 3000 Units: PERMIT Palmer Lake
 - 3000 Units: SURVEY
- WL 40 68-4 C/F 1 82-41 2388-2:**
- Materials:**
- 3 Units: 84-3-1
 - 3 Units: 85-6-2
- Install:**
- 1 Unit: LMS-6-1 140
 - 1 Unit: LMS-4G
- WL 40 85-127 2388:**
- Materials:**
- 200 Feet: LMS-10 2388
 - 100 Feet: LMS-10C-4R
 - 1 Unit: LMS-4G
 - 1 Unit: LMS-3
 - 1 Unit: LMS-3-LT
- WL 40 85-127 2388:**
- Materials:**
- 400 Feet: LMS-10 2388
 - 1 Unit: LMS-10 2388
 - 1 Unit: LMS-10 2388
 - 3 Units: LMS-10 2388
 - 3 Units: LMS-10 2388
 - 100 Feet: LMS-10C-4R
 - 2 Units: LMS-4G
 - 1 Unit: LMS-3
 - 1 Unit: LMS-3-LT
- WL 40 85-127 2388:**
- Materials:**
- 30 Feet: LMS-35 77X
 - 30 Feet: LMS-3
 - 30 Feet: LMS-3
 - 1 Unit: LMS-4G

F13700 85T LINE GOES DIRECTLY TO GREENLAND SUBSTATION

KPLUR 85007 LOAD 123KW 2 UNITS FAST EV

- NOTES**
1. FIELD CONTACT VITO 710-627-0221
 2. JOB IS TO PROVIDE EV CHARGER FOR TOWN OF PALMER LAKE
 3. EASEMENT REQUIRED TO CHARGER
 4. PERMIT FOR BORE ACROSS ROAD ST HWY 105 ELPASO COUNTY
 5. WL 40 SECONDARY IS QUAD PLEX 350 TPX IS A SUBSTITUTE UNIT

Work Statement -
 "Unauthorized excavation through rock will incur additional costs to perform the excavation. A Project Change Order for the additional cost will be prepared and provided to the customer at their designated representative. The customer will be responsible for the actual costs that are incurred. When rock is encountered, the customer may choose to perform their own excavation to Association requirements which may include concrete and all site material for backfill. Customer may be responsible for a credit fee and will be subject to crew availability."

Final Statement -
 "Unauthorized excavation through rock that is greater than 2 inches deep will incur additional costs to perform the excavation. A Project Change Order for the additional cost will be prepared and provided to the customer at their designated representative. The customer will be responsible for the actual costs that are incurred. Customer may choose to perform their own excavation to Association requirements which may include concrete and all site material for backfill or they may choose to deep excavation and a flow that is not present. Customer may be responsible for a credit fee and will be subject to crew availability."

Directional Bore Statement -
 "Directional bore through rock will incur additional costs to perform these bores. A Project Change Order for the additional cost will be prepared and provided to the customer at their designated representative. The customer will be responsible for the actual costs that are incurred."

DISCLAIMER
 This drawing is prepared by CORE Electric Cooperative, Inc. and is not to be used for any other purpose without the written consent of CORE Electric Cooperative, Inc. CORE Electric Cooperative, Inc. is not responsible for any errors or omissions in this drawing or for any consequences arising therefrom. The customer is responsible for the accuracy of the information provided to CORE Electric Cooperative, Inc. for the preparation of this drawing. CORE Electric Cooperative, Inc. is not responsible for any damages, including consequential damages, arising from the use of this drawing. CORE Electric Cooperative, Inc. is not responsible for any damages, including consequential damages, arising from the use of this drawing. CORE Electric Cooperative, Inc. is not responsible for any damages, including consequential damages, arising from the use of this drawing.

| | | | | | | | | |
|----------------------------------|-------------------|------------------------------|------------------|-----------------|---------------------|---------------------------|---|---|
| 2284893 | Designer: Wm Loan | Job Type: Switch-Customer EI | Location: ELPASO | Scale: 1" = 20' | North Arrow | CORE ELECTRIC COOPERATIVE | | |
| Job Name: PALMER LAKE EV CHARGER | | Posting-Set C#: 1167-03 | Project: 3284 | Phase: 3 Ph | Meter Type: LMS10LT | Design Date: 11/20/2023 | Released To: | Permit Req: <input checked="" type="checkbox"/> |
| Location: 228 STATE HWY 105 | | Permit & Conflicts | JOINT USE | # of Meter: 1 | Released By: | Date: | Permit Req: <input checked="" type="checkbox"/> | |
| Customer: CORE EI | | Phone: | Cell: | Phone: | Address: | Date: | Permit Req: <input checked="" type="checkbox"/> | |
| Contact: M BURMAN | | Water: | Gas: | San: | Address: | Date: | Permit Req: <input checked="" type="checkbox"/> | |
| Fax: (915) 738-3750 | | Other: | Other: | Other: | Address: | Date: | Permit Req: <input checked="" type="checkbox"/> | |
| Email: MBLURMAN@CORE.COOP | | Other: | Other: | Other: | Address: | Date: | Permit Req: <input checked="" type="checkbox"/> | |

Exhibit C
EV Charger and Related Improvements Location



ChargePoint Express 250
Fast (2) Level 3 DC Fast Charger (Single Port)
2.25kW shared charging

Exhibit D
Description of Temporary Construction
Easement



General Construction Easement Area: CORE Electric Cooperative will conduct construction activities in this general area. CORE will provide appropriate lane closure, traffic signage, safety barriers and coordinate with the Town PALMER LAKE staff to accommodate access during construction as needed. CORE will be responsible for construction area restoration and clean up. This General Construction Easement is subject to the terms of the **GROUND LEASE FOR ELECTRIC VEHICLE CHARGER AT PALMER LAKE**

Exhibit E
Certificates of Insurance

CERTIFICATE OF INSURANCE

10/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

THIS IS TO CERTIFY THAT: **CORE Electric Cooperative**
P.O. Drawer A
Sedalia, CO 80135



**FEDERATED RURAL ELECTRIC
 INSURANCE EXCHANGE**

NAIC: 11118
 P.O. Box 15147, Lenexa, KS 66285-5147
 (913) 541-0150 fax (913) 541-9004
 www.federatedrural.com

IS, AT THE ISSUE DATE OF THIS CERTIFICATE, INSURED BY THE COMPANY UNDER THE POLICY(IES) LISTED BELOW. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| TYPE OF INSURANCE | POLICY NUMBER | POLICY DATES | LIMITS (\$) | |
|---|---------------|------------------------------|--|---------------|
| GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE-BASIS COMPREHENSIVE FORM PREMISES / OPERATIONS UND / EXPLOSION & COLLAPSE PRODUCTS / COMP OPS CONTRACTUAL BROAD-FORM PROPERTY DAMAGE NO GENERAL AGGREGATE | 05 ARB 045-23 | 3/31/2023 to 3/31/2025 | EACH OCCURRENCE | \$2,000,000 |
| | | | DAMAGE TO RENTED PREMISES | \$2,000,000 |
| | | | MED EXP (PER PERSON) | \$5,000 |
| | | | PERSONAL & ADV INJURY | \$2,000,000 |
| | | | GENERAL AGGREGATE LIMIT | UNLIMITED |
| AUTOMOBILE ANY AUTO HIRED & NON-OWNED AUTO GARAGE LIABILITY (ANY AUTO) | 05 ARB 045-23 | 3/31/2023 to 3/31/2025 | COMBINED SINGLE LIMIT (EACH ACCIDENT) | \$2,000,000 |
| | | | COMP DEDUCTIBLE | \$500 |
| | | | COLLISION DEDUCTIBLE | \$500 |
| ALL-RISK BLANKET PROPERTY | 05 ARB 045-23 | 3/31/2023 to 3/31/2025 | PROPERTY LIMIT | \$394,146,814 |
| | | | PROPERTY DEDUCTIBLE | \$50,000 |
| | | | | |
| | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EQUIPMENT / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 It is agreed that where required by mortgage, lease, or other legal agreement, the interests of mortgagees, lessees, and loss payees are insured as their interests may appear as additional insured's and/or loss payees. Blanket Additional Insured and Waiver of Subrogation are included under General Liability and Automobile Liability insurance if required by written contract or agreement.

CERTIFICATE HOLDER:
TOWN OF PALMER LAKE
42 VALLEY CRESCENT
PALMER LAKE, CO 80133

CANCELLATION:
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE:



Blanket Additional Insured & Waiver of Subrogation Endorsement

05 ARB 045-23

CORE Electric Cooperative

Section II, General Liability and Automobile Liability Insurance, Item F. Persons Insured, is amended to include any person or organization for whom the policyholder is performing operations when the policyholder and the person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured or insureds to this policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by the policyholder's acts or omissions, or by the acts or omissions of others acting on the policyholder's behalf, provided:

1. The insurance afforded to such additional insured or insureds only applies to the extent permitted by law; and
2. If such coverage is required by written contract or agreement, the insurance afforded will not be broader than that required by the contract or agreement to be provided to the additional insured or insureds; and
3. If such coverage is required by written contract or agreement, the insurance afforded shall not exceed the limit of insurance required by the contract or agreement, or the applicable Limit of Liability stated in the Declarations, whichever is less.
4. If required by written contract or agreement, the Company waives any rights of recovery against the additional insureds shown above because of payments made under Section II, General Liability. Such waiver applies only to the extent that the policyholder has waived its rights of recovery against such person(s) or organization(s) prior to loss.
5. The following amends General Condition H. Other Insurance, and supersedes any provision to the contrary:
This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:
 - (1) The additional insured is a Named Insured under such other insurance; and
 - (2) It is required by written contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

With respect to the insurance afforded to these additional insureds, no coverage shall apply to Personal Injury or Property Damage arising out of or caused directly or indirectly by providing or failing to provide any professional service. This exclusion shall not apply to the rendering of emergency first aid or incidental medical service.
A professional service can mean, but is not limited to Personal Injury or Property Damage arising out of the rendering of, or the failure to render, any architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This endorsement shall not, in any event, increase the Limit of Liability stated in the Declarations.

All other policy provisions apply.