

COOPERATIVE RULES & REGULATIONS 5 N DEPOT STREET DELHI, NEW YORK 13753

Revised March 25, 2025

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1) OFFICE HOURS

Regular operating hours are from 7:30 a.m. to 4:00 p.m. Lobby Hours will be from 8:00 a.m. to 4:00 p.m., Monday through Friday. The Office is closed on Saturdays, Sundays and Holidays. Occasionally, the office will close for training, meetings, or other events. Notice of office closing outside of our regular Lobby Hours will be posted on the front door of the cooperative and on our social media site(s).

2) AREA COVERAGE

It is the desire and intention of the Cooperative to make electric service available at the earliest possible date consistent with sound economy and management to all persons located in the Cooperative service area who desire permanent service under prevailing rates and conditions of service.

The Cooperative shall not construct extensions or additions to the system which involve a service already receiving electrical service from a neighboring utility at the time of such request without the consent of the existing supplier or the consent of the Board of Directors of the Cooperative.

3) TROUBLE CALLS

The Cooperative will maintain a 24-hour dispatching service and a 24-hour line maintenance crew. All calls from members regarding power failures may be called into the automated outage line at 855-939-3672. All outages will be taken care of as quickly as possible. All power failures, line or equipment damage that threatens the safety of the public or damage to property will be given priority treatment.

A NOTE ABOUT TROUBLE CALLS: Stand-by crews are maintained to provide emergency repair service insofar as Cooperative lines and equipment are concerned. Frequently members call us for repairs on member-owned equipment, which is the responsibility of the member. When service crews are dispatched and the necessary repairs are found to be the members' responsibility, a service charge of DCEC's labor and material costs plus tax may be assessed. These charges will reflect similar charges as prescribed in the cooperative's Disconnect Policy and added to the Member's or Consumer's bill.

4) MEMBERS' RESPONSIBILITY FOR COOPERATIVE PROPERTY

All meters, service connections, poles, and any other equipment furnished by the Cooperative, shall be and shall remain the property of the Cooperative. The consumer/member shall provide space for and exercise proper care of said property on his or her premises. In the event of loss or damage to said Cooperative property, arising from willful or negligent acts on the part of the consumer/member, the cost of necessary repairs or replacements shall be borne by the consumer/member. Wrecked or damaged poles, lines, etc. that are the result of any individual's actions will be billed at actual cost, plus the applicable overhead rates, which cost shall be borne by the individual(s) responsible for the damage. In the event of a member tampering with or blocking the communication to an electric meter, the cooperative shall charge a trip fee of \$125 and a meter tampering fee of \$500 and restore the meter to proper operating conditions. Any damage to the meter will be repaired and billed to the consumer/member at actual cost. Additional attempts to tamper with and/or disrupt meter communication will result in additional tampering fees and referral to law enforcement. A NOTE ABOUT MEMBERS AND CONSUMERS: Although the Cooperative overwhelmingly serves individuals and businesses who are members, there are rare instances in which persons and/or entities receive services from the Cooperative but are not members. For the purposes of this document, all rules, requirements, and regulations applicable to members are also applicable to consumers. However, the rights of a member are only extended to consumers when explicitly stated herein. Further, in case of a conflict between a separate consumer agreement and this document, the separate agreement shall control.

5) NOTIFICATION OF SERVICE INTERRUPTION

The Cooperative shall endeavor to notify all members and consumers who will be affected when an interruption of service is planned for one hour or more to a line for the purpose of making changes or repairs.

The Cooperative shall maintain a "critical list" of members who rely on their electric service for critical functionality such as medical necessities or business/industrial equipment. Members with medical necessity shall be required to submit or cause to be submitted to the Cooperative a doctor's description of the necessity, which shall be required to be renewed on an annual basis. Members on the "critical list" shall be notified by the Cooperative, whenever practical, prior to any planned outage, including those less than one hour in planned duration.

6) APPLICATION FOR MEMBERSHIP AND SERVICE

Any natural person, firm, association, corporation, business trust, estate, partnership, federal agency, state or political subdivision, or any agency thereof or any body politic may become a member of the Delaware County Electric Cooperative, Inc., by:

- 1. Filling out and submitting an application for membership.
- 2. Agreeing to purchase from the Cooperative all electric energy used on applicant's premises (except energy generated by and for applicant's own use or for sale to the Cooperative under terms and conditions as set up by the Cooperative).
- 3. Agreeing to comply with and be bound by the Cooperative's Articles of Incorporation and by-laws, along with any policies, rules and regulations adopted by the Board of Directors. Such by-laws, policies, rules, and regulations shall be available for member review at www.dce.coop or by request at the Cooperative's office at 5 North Depot St. in Delhi, NY.
- 4. Paying the membership fee.

Acceptance of this application by the Cooperative shall constitute a binding agreement between the applicant and the Cooperative and the contract for electric service shall continue in force for a minimum of one (1) year from the date service is made available by the Cooperative to the applicant and thereafter until canceled by at least forty-eight (48) hours written notice given by either party to the other.

7) MEMBERSHIP AND SERVICE CONNECTION FEES

The membership fee shall be five dollars (\$5), upon payment of which a member shall be eligible for one service connection. An additional fee of five dollars (\$5) shall be charged for each additional service connection. The membership fee is not transferable nor refundable.

New membership fees are not required of former members moving to new locations on the existing system, however a connection fee of five dollars (\$5) will be required.

8) POINT OF DELIVERY AND LINE CLEARANCE

The point of delivery of service or meter location shall be determined by the Cooperative, such point to be as near the load center as economical practice may dictate. All wiring equipment beyond the demarcation point, except the meter, shall be maintained by the consumer/member.

The clearance from the ground to the point of attachment of the Cooperative's wires to the demarcation point shall not be less than the National Electrical Code minimum clearance requirement or ten (10) feet, whichever is greater. Circumstances may require greater clearance and will be determined at the Cooperative's discretion.

The meter shall be located between five and six feet from the ground at an outside location easily accessible to the Cooperative's personnel. The consumer/member is required to maintain shrubbery, and other obstructions, so as to provide clear access to the meter for Cooperative personnel. Our minimum clearance requirements are four (4) feet in front of the meter and four (4) feet wide, with no less than ten (10) inches from the meter to any side wall or obstruction (see **DCEC Electrical Services Specifications** for more information).

Each new residential unit must have its own service entrance and meter. Existing multi-residential structures on one service entrance and meter shall be changed within ninety (90) days of being notified by the Cooperative in writing, otherwise electric service will be discontinued.

9) SERVICE ENTRANCE REQUIREMENTS

All newly wired services must meet national, state and local codes; they must have a minimum capacity of 200 amperes*, 120/240 volts three-wire entrance with fused or multi-breaker entrance panel. There will be no two-wire meters set.

* Unless an exception is granted by the CEO/General Manager.

10) INSPECTION OF WIRING IN BUILDINGS AND OTHER TYPE SERVICE

No service will be extended to any premises, meter pole, house, barn, camp, or any other structure, until such time as there is written evidence that the wiring and service entrance equipment on such premises or on such meter pole, house, barn, camp, or structure has been properly inspected by an inspector approved by the Cooperative.. The cost of this inspection will be borne by the member or consumer. The Cooperative shall provide a list of approved inspectors by request.

Should an employee observe any condition of wiring that might prove hazardous or dangerous to life or property where service is supplied by the Cooperative, such employee shall report such conditions to the Operations Department immediately and is empowered to refuse to make a connection, or disconnect an existing connection immediately, that they feel is unsafe. The Operations Department is then responsible for seeing that an inspection is made within five (5) days, and the inspection costs shall be borne by the member or consumer unless the inspector indicates that the condition was not unsafe and met all applicable codes and Cooperative specifications. If such wiring condition is found to be hazardous to life or property, the owner of the premises shall be notified immediately with recommendation(s) for corrective measures. If electrical service has continued but the necessary corrective measures are not made by the member within thirty (30) days, service shall be discontinued immediately. If such premises are disconnected for non-compliance with this policy within the thirty-day period but should later be corrected to comply with the policy, a reconnect fee shall be assessed in accordance with DCEC's Disconnect Policy.

11) RIGHT-OF-WAY EASEMENT

Any member receiving service from the Cooperative must, upon request, execute and deliver to the Cooperative, grants of easement of right-of-way over and on such lands owned by the member for the Cooperative to construct, operate and maintain on such lands an electric transmission or distribution line or system. Such easement shall also grant the rights to cut and trim trees and shrubbery, to the extent necessary to keep them clear of the electric lines or system, and to cut down from time to time, all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling. Service shall not be granted to any member unless the member grants, within their signed easement, the right of the Cooperative to extend the primary distribution lines on the member's property for the purpose of providing service to other new or existing members of the Cooperative.

12) **RESALE OF POWER**

The Cooperative shall not permit members or consumers to resell electricity. All separate living quarters must be metered separately. Exceptions to the limitation on the resale of power may be granted to other distribution utilities upon execution of a borderline agreement. Borderline agreements must be approved by the DCEC Board of Directors prior to execution.

13) PURCHASED POWER ADJUSTMENT

Defined as the difference between the current cost of power per kilowatt hour and the base cost of power per kilowatt hour. The base cost of power was established as \$0.03343 / kWh in the Cooperative's 2015 cost of service study. The difference is calculated monthly and assessed monthly to the member or consumer based on the kilowatt hours billed. The purchased power adjustment calculation shall include only power costs that are variable. Non-power costs shall not be included in the purchased power adjustment.

14) CONDITIONS OF SERVICE

The Cooperative will construct lines to serve potential residential and seasonal members included in its service area to the maximum practical extent, at the rates and minimum charges established in the standard rate schedules.

- A. The member furnishes the following:
 - 1. Request for service.
 - 2. Application for membership.
 - 3. \$5.00 membership fee and/or \$5 connect fee as applicable.
 - 4. A site visit fee of \$200, to be paid in advance of the first visit.
 - 5. Easement for all properties to be traversed by the line extension:
 - a) An easement across any New York City DEP property to be crossed by the line extension (yearly charges to be paid by the member).
 - b) If a cleared right-of-way (of all brush and trees) of a minimum of thirty (30) feet wide as designated by the Cooperative is not already existing, the Cooperative will give an estimate of the cost to clear the right-of-way.
 - 6. Service entrance located on the outside of a permanent building or on a member owned meter pole.
 - 7. Provision must be made for three-wire service and adequate wiring that meets the requirements of the Cooperative and all applicable codes and requirements.
 - 8. Buildings must meet minimum insulation construction standards as published by the State of New York, the New York Power Authority and the Rural Utilities Service (RUS) of the United States Department of Agriculture (USDA). Information and Certificate of Compliance are available at the Cooperative office. Compliance is the responsibility of the member.
 - 9. Any or all inspections required by the Cooperative shall be paid for by the member.
 - 10. All forms to be completed and all required payments to be made in advance of construction. This includes any outstanding site visit fee(s), easement fee(s), and line extension estimate payments.
 - 11. All service entrances shall be constructed in compliance with the Cooperative's service entrance specifications, the current versions of which shall be made available on the Cooperative's website and upon request by a member or prospective member.
- B. The Cooperative agrees to furnish the necessary equipment for electric service, meter, transformer and any required secondary wires and connections as appropriate.

15) COSTS OF OVERHEAD PRIMARY EXTENSIONS

See the Cooperative's Line Extension Policy.

16) OVERHEAD PRIMARY EXTENSIONS (OTHER)

- 1. Members are not permitted to contract for primary line construction.
- All electric power lines that are constructed by, or contracted to be constructed by, Delaware County Electric Cooperative, Inc. or a person, persons, or contractor hired by the Cooperative, shall conform to US Department of Agriculture Rural Utility Service (RUS) and National Electrical Safety Code (NESC) specifications that detail proper electric power line construction for DCEC.

17) UNDERGROUND PRIMARY EXTENSIONS

For information about costs and specifications of underground primary extensions, see the Cooperative's Line Extension Policy.

The Cooperative prefers not to employ primary underground because of the excessive costs and the inherent problems associated with underground high voltage cables. Where it becomes necessary to build primary underground to serve a member because of right-of-way problems, environmental considerations or other special circumstances, the following rules will apply:

- 1. Should it be necessary for the Cooperative to stock special equipment for maintenance or replacement of underground material the cost of stocking these items will be figured in the original underground cost and be passed to the member.
- 2. Trenching shall meet the following specifications, or those specifications of any applicable codes or regulations, whichever are greater:
 - a. All underground cable shall be in conduit of schedule 40 PVC (or greater).b. Primary cable to 25KV shall be buried to a minimum depth of 42 inches (48" preferred).
 - c. Secondary cables below 600 volts shall be buried to a depth of 30 inches.
 - d. A minimum of 6 inches will be maintained between electrical conductors and communications conductors buried in the same trench.
- 3. All terminations and actual stringing of primary conductors will be done by Cooperative personnel or contractors hired by the Cooperative.
- 4. Pads for pad mounted transformers will be supplied by the Cooperative and installed by Cooperative crews.
- 5. Enclosures for pad mounted transformers will be supplied by the Cooperative and installed by Cooperative crews.
- 6. All connections, primary and secondary inside the transformer enclosure will be made by Cooperative personnel. Maintenance of all connections within transformer enclosures will be done by Cooperative personnel.
- 7. The underground service from the transformer enclosure to the member's service panel is the responsibility of the member. The trenching, trench preparation, cable installation and backfilling must be provided by the member. The underground secondary connections within the transformer enclosure will be made by Cooperative personnel after proper inspection is received from a

Cooperative approved inspector. The service conductors remain the property of the member and must be maintained and replaced at the member's expense.

18) FACILITIES CHARGES

In the event that it becomes necessary to extend or reinforce existing facilities to service commercial installations, the Cooperative will compute for each individual case a Facilities Charge based on the following factors:

- Use the total cost of building the dedicated facilities as the cost basis for the calculation.
- Assume a 35-year life of the dedicated facilities.
- Assume that the dedicated facilities will need to be completely re-built after the 35-year life.
- Assume a fixed inflation rate of 2%.
- Assume an annual compounded interest rate equal to DCEC's weighted average interest rate on long term debt at the time of the calculation. Use this annual compounded interest rate to appreciate the Facilities Charge payments received by the member.
- Calculate a monthly Facilities Charge to be paid by the member and to be increased by 2% annually, such that the future value of the Facilities Charge payment stream will equal the replacement cost of the dedicated facilities at the end of the 35-year life.

19) LINE RELOCATIONS

A member desiring the Cooperative to relocate an electric line may do so providing the member pays the actual cost of moving the line(s), including any Cooperative service charges or administrative costs. This cost must be paid in advance of any construction. If the line relocation involves a new service, the member receives a credit as defined in the Cooperative's Line Extension Policy.

20) SERVICE UPGRADE FEES

Any member of the cooperative requesting specific service upgrades will be subject to a service fee and applicable taxes, to be paid prior to an appointment.

21) BILLING CHARGES FOR PARTIAL MONTH

It shall be the policy that if connection is made before the fifteenth of the month, billing shall be rendered in that month. If connection is made after the fifteenth of the month, billing shall be made in the following month.

22) RETURNED PAYMENTS

When returned payments (including checks or any other payment method found to be insufficient) are returned from the bank, the member will be notified by a letter, requesting that the returned payment plus a \$35.00 handling charge and all bank fees incurred by the Cooperative be paid within ten days. If the returned payment is not rectified within ten days (i.e., if valid payment is not made in full), the service shall be disconnected. After three (3) returned payments are received by the Cooperative from a member, all electric bills thereafter must be paid by cash, cashier check or money order.

23) SECURITY DEPOSITS

Security deposits shall be required and managed in accordance with the Cooperative's Deposit Policy.

24) BUDGET PLAN FOR RESIDENTIAL SC-1 AND SC-2 ACCOUNTS

Eligible members may, by application, be billed on one of the budget plans as follows:

- 1. For the FIXED budget plan, one/eleventh of the annual estimated net billing will be billed for each eleven months. If at the end of eleven months, the amount paid is less than the cost figured under actual use, the deficiency shall be paid in full in the twelfth month. If at the end of eleven months, the amount paid is more than the cost figured under actual use, the full overpayment shall be credited to the twelfth month. Upon non-payment of the stipulated bill when due, the Cooperative may require that the budget plan be discontinued and that after necessary billing adjustment, any remaining past due amount be subject to collection under the regulations concerning billing and collections. Members who are late on payments three (3) times are subject to be removed from the FIXED budget plan. FIXED budget billing commences with the July billing.
- 2. For the VARIABLE budget plan, the monthly amount due is calculated based on the average of the previous twelve (12) months of actual kWh usage. As a result, the monthly amount due will vary. Upon non-payment of the stipulated bill when due, the Cooperative may require that the budget plan be discontinued and that after necessary billing adjustment, any remaining past due amount be subject to collection under the regulations concerning billing and collections. Members who are late on payment three (3) times are subject to be removed from the VARIABLE budget plan.

25) PAYMENTS—RESIDENTIAL SC-1 AND SC-2 ACCOUNTS

Meters are read daily by the Cooperative's Advanced Metering Infrastructure (AMI) system. The monthly kWh calculation will be based on a reading on or about the 15th day of each month. Bills will be mailed or electronically delivered in accordance with member selection between the 17th and 20th of each month¹. DCEC may elect to move the reading date or the mailing date in the event of technical difficulties with the meter reading system, the billing system, or related systems.

Payments are due upon issuance. In the event the current monthly bill is not paid on or before the 12th day of the following month, a late payment charge will be assessed as defined in the Cooperative's Disconnect Policy. Delinquent accounts are subject to disconnection as outlined in the Cooperative's Disconnect Policy.

Under no circumstances will the Cooperative be responsible for electric bills or payment thereof, lost in the mail or otherwise.

26) AUTOMATED METER READING OPT OUT

In order to operate the Cooperative to the benefit of all members, Advanced Meter Infrastructure (AMI) meters are required. AMI meters have been in use at the Cooperative since 2012 with great success. Due

¹ Dates referring to actions by Cooperative personnel will occur on or about the dates listed in this policy or on the next business day in the event that the normal date falls on a weekend or holiday.

to the complexities and challenges with the NY energy market, the Cooperative is taking measure to responsibly and proactively manage our energy consumption. The only way to do this is through the use of AMI meters. Therefore, any member or consumer wishing to take service from the Cooperative shall have an AMI meter installed. Members or consumers who opt not to have an AMI meter may request a disconnect and the fee shall be waived.

27) SECURITY LIGHT SERVICE

Security lights to be installed on existing Cooperative owned poles: The Cooperative will furnish, install, own, operate and maintain a photo-electrically controlled luminaire, complete with suitable mounting bracket. Upon request of the consumer, the Cooperative will change the location of the lighting units, provided that the member agrees to pay the Cooperative for the actual cost incurred in making such a change. Lighting service will be provided every night and all night during the hours between sunset and sunrise, aggregating about 4,000 hours per year, unless prevented by accidents or other causes beyond the control of the Cooperative. The consumer shall notify the Cooperative whenever the lamp becomes extinguished or out of service for any reason and the Cooperative shall replace the lamp and/or make necessary repairs with reasonable promptness. The contract is subject to cancellation in the event that maintenance or lamp replacement becomes, in the Cooperative's discretion, excessive because of vandalism and/or other causes.

28) METER TESTING

See DCEC's Meter Testing Policy.

29) TERMINATION OF SERVICE

Any consumer/member, who is moving away from the Delaware County Electric Cooperative system, should notify the Cooperative prior to moving. This notification may be made in writing, by telephone or in person at the Cooperative office in order that arrangements may be made for disconnecting the service and for mailing final bills, refunds, etc.

30) TERMINATION OF MEMBERSHIP

Any member may withdraw from membership upon compliance with such uniform terms and conditions as the Board of Directors may prescribe. Upon withdrawal, death, cessation of existence or expulsion of a member, the membership certificate of such member shall be surrendered forthwith to the Cooperative. Termination of membership in any manner shall not release member or his estate from any debts due the Cooperative. Member must fulfill all existing contractual obligation(s) upon termination of service. Members will continue to receive capital credit retirements after termination of service.

31) DIVERSION OF SERVICES

Any member/consumer suspected of tampering with a meter or illegally diverting electric current to give a false recording of electric usage shall be subject to the Theft of Service provisions in the Cooperative's Disconnect Policy.

Any member/ consumer shall be assessed and billed a fee for tampering. Tampering includes the unauthorized pulling of a meter, seal cutting, or theft of services. A trip charge of \$125 and a tampering

5 North Depot Street	P.O. Box 471
Telephone: (607) 746-234	1 Fax: (607) 746-7548
	<i>This institution is an equal opportunity provider and employer</i>

fee of \$500 and applicable tax will be assessed. Additional attempts to tamper with and/or disrupt meter communication will result in additional tampering fees and referral to law enforcement.

32) DISPUTE RESOLUTION

Any member who disputes a bill, charge or fee, or has concern with respect to the effect of any Cooperative policy, procedure or practice on that member, that is not fully resolved through dialogue with Cooperative staff, may appear by appointment before the Cooperative Board of Directors and present his or her dispute or concern. The member should be prepared to provide testimony, documents or any other support that would be useful to the Board in understanding the dispute or concern. The Board shall have up to thirty (30) days to provide the member with a written response, stating its conclusions and, if appropriate, proposed remedy. The determination of the Board shall be final, except that a member may appeal to the New York Power Authority if the member believes that the Cooperative has acted contrary to its own articles of incorporation, bylaws, policies, rules or regulations, or in a manner inconsistent with its contractual and or statutory obligations.

DELAWARE COUNTY ELECTRIC COOPERATIVE, INC.

5 N DEPOT STREETDELHI, NY 13753

ELECTRIC RATE CLASSIFICATIONS

Rate Description	Rate Schedule	Rate Codes
Residential SC1	1	101
Dairy Farm SCD	1D	101D
Residential SC2	2	202
Small Commercial	3	301
Large Commercial 4A	4A	400's – 500's
Summer Peaking 4B	4B Summer	600's
Public Authorities	5	700's
Security Light Service	6	6
Industrial	7	800's

GENERAL SERVICE-SINGLE PHASE - RATE SCHEDULE 1

(Residential Service Class-1, Rate Code - 101)

AVAILABILITY

Available to members whose residence at which electricity is being supplied is member's permanent legal address, including farms/businesses with common service with a permanent dwelling. After one year of service and periodically thereafter, a member shall be moved to Service Class-2 if kWh usage is not greater than 2,500 kWh/yr.

TYPE OF SERVICE

Single phase, 60 cycles per second, at available secondary voltages.

MONTHLY RATE COMPONENT	RATE
Fixed Monthly Charge -	\$41.00
All kWh, per kWh -	\$0.10895
Formulary rate rider, per kWh	\$x.xxxx*
>10 kVA Transformer ²	\$1.00 per month for each kVA above 10 kVA for low load factor loads at the
	discretion of the operations department

* The Formulary rate rider, per kWh is an adjustment set by the Board of Directors of DCEC and is shown on the bill as a *Formulary Rate Adj (FRA)*. The FRA rate may be modified, suspended, and/or reinstated by the Board of Directors as financial conditions dictate.

MINIMUM MONTHLY CHARGES

The minimum monthly charge under the above rate shall be the Fixed Monthly Charge.

POWER COST ADJUSTMENT (PCA)

The Energy Charge set forth in this rate schedule shall be subject to a purchased power adjustment as explained in the Cooperative Service Rules and Regulations. Under the current rate schedule, any PCA applied to the Consumer's energy charges will be based on an assumed cost of energy to the Seller of \$0.03343 / kWh. PCA may be positive or negative in a given month and will be based on actual power costs to the Seller. If Seller's blended cost of energy is more than \$0.03343/kWh in a given billing month, then PCA will be a positive charge to the Consumer. If Seller's blended cost of energy is less than \$0.03343/kWh in a given billing month, then PCA will be a credit to the Consumer.

TERM

Minimum length of service is one (1) year for transfers and reconnects and two (2) years for new services, after which service may be terminated with forty-eight (48) hours written notice unless other conditions have been specified in the contract for service.

EFFECTIVE

² 10 kVA is for overhead transformers. For pad-mounted transformer, the threshold is 25 kVA.

DAIRY FARM SERVICE-SINGLE PHASE or THREE PHASE

(Dairy Farm Service Class-D, Rate Code – 101D)

AVAILABILITY

Available to consumers located on or near the Cooperative's single or three-phase lines with active milking operations* served by the electric meter/account receiving the Dairy Farm rate, using a minimum of 3,000 kWh per month, subject to the established rules and regulations of the Cooperative. After one year of service within this service class, and periodically thereafter, a member shall be moved to another more appropriate service class if average kWh usage is not greater than 3,000 kWh/month or if other eligibility criteria are not being met.

*Active milking operations are defined, for purposes of eligibility for the Dairy Farm rate, as those family owned milking operations that are "shipping milk" as demonstrated by regular pick-up by a bulk tanker or as demonstrated by a current contract with a wholesale milk purchaser.

TYPE OF SERVICE

Three-phase or single-phase, 60 cycles per second, at available primary or secondary voltages.

MONTHLY RATE COMPONENT	RATE
Fixed Monthly Charge -	\$41.00
All kWh, per kWh -	\$0.08895
Formulary rate rider, per kWh	\$x.xxxx*
>10 kVA Transformer ³	\$1.00 per month for each kVA above 10 kVA for low load factor loads at the discretion of the operations department

* The Formulary rate rider, per kWh is an adjustment set by the Board of Directors of DCEC and is shown on the bill as a *Formulary Rate Adj (FRA)*. The FRA rate may be modified, suspended, and/or reinstated by the Board of Directors as financial conditions dictate.

MINIMUM MONTHLY CHARGES

The minimum monthly charge under the above rate shall be the Fixed Monthly Charge.

POWER COST ADJUSTMENT (PCA)

The Energy Charge set forth in this rate schedule shall be subject to a purchased power adjustment as explained in the Cooperative Service Rules and Regulations. Under the current rate schedule, any PCA applied to the Consumer's energy charges will be based on an assumed cost of energy to the Seller of \$0.03343 / kWh. PCA may be positive or negative in a given month and will be based on actual power costs to the Seller. If Seller's blended cost of energy is more than \$0.03343/kWh in a given billing month, then PCA will be a positive charge to the Consumer. If Seller's blended cost of energy is less than \$0.03343/kWh in a given billing month, then PCA will be a credit to the Consumer.

SERVICE AT PRIMARY VOLTAGE

If service is furnished at primary distribution voltage, a discount of two (2) percent shall also apply to the demand and energy charges and if the minimum charge is based on transformer capacity, a discount of two (2) percent shall also apply to the minimum charge.

TERM

Minimum length of service is one (1) year for transfers and reconnects and two (2) years for new services, after which service may be terminated with forty-eight (48) hours written notice unless other conditions have been specified in the contract for service.

EFFECTIVE May 2025

³ 10 kVA is for overhead transformers. For pad-mounted transformer, the threshold is 25 kVA.

GENERAL SERVICE-SINGLE PHASE - RATE SCHEDULE 2

(Residential Service Class-2, Rate Code - 202)

AVAILABILITY

Residential Service Class-2 (SC-2) is required for members whose primary legal residence is other than the address for which service is being supplied. After one year of service and periodically thereafter, a member shall be moved to Service Class-1 or another appropriate service class if kWh usage is greater than 7,500 kWh/yr.

TYPE OF SERVICE

Single-phase, 60 year cycles per second, at available secondary voltages.

MONTHLY RATE COMPONENT	RATE
Fixed Monthly Charge -	\$46.00
All kWh, per kWh -	\$0.12500
Formulary rate rider, per kWh	\$x.xxxx*
>10 kVA Transformer ⁴	\$1.00 per month for each kVA above 10 kVA for low load factor loads at the
	discretion of the operations department

* The Formulary rate rider, per kWh is an adjustment set by the Board of Directors of DCEC and is shown on the bill as a *Formulary Rate Adj (FRA)*. The FRA rate may be modified, suspended, and/or reinstated by the Board of Directors as financial conditions dictate.

MINIMUM MONTHLY CHARGES

The minimum monthly charge under the above rate shall be the Fixed Monthly Charge.

POWER COST ADJUSTMENT (PCA)

The Energy Charge set forth in this rate schedule shall be subject to a purchased power adjustment as explained in the Cooperative Service Rules and Regulations. Under the current rate schedule, any PCA applied to the Consumer's energy charges will be based on an assumed cost of energy to the Seller of \$0.03343 / kWh. PCA may be positive or negative in a given month and will be based on actual power costs to the Seller. If Seller's blended cost of energy is more than \$0.03343/kWh in a given billing month, then PCA will be a positive charge to the Consumer. If Seller's blended cost of energy is less than \$0.03343/kWh in a given billing month, then PCA will be a credit to the Consumer.

TERM

Minimum length of service is one (1) year for transfers and reconnects and two (2) years for new services, after which service may be terminated with forty-eight (48) hours written notice unless other conditions have been specified in the contract for service.

EFFECTIVE

⁴ 10 kVA is for overhead transformers. For pad-mounted transformer, the threshold is 25 kVA.

SMALL COMMERCIAL SERVICE-SINGLE PHASE - RATE SCHEDULE 3

(Service Class-3, Rate Code - 301)

AVAILABILITY

Availability to consumers located on or near the Cooperative's single-phase lines for all types of commercial usage with 25 kW demand or less with anticipated energy utilization greater than 7,500 kWh/yr, subject to the established rules and regulations of the Cooperative. After one year of service and periodically thereafter, a member shall be moved to Service Class-2 if kWh usage is not greater than 5,000 kWh/yr.

TYPE OF SERVICE

Single-phase, 60 cycles per second, at available secondary voltages.

MONTHLY RATE COMPONENT	RATE
Fixed Monthly Charge -	\$41.00
All kWh, per kWh	\$0.11273
Formulary rate rider, per kWh	\$x.xxxx*
>10 kVA Transformer ⁵	\$1.00 per month for each kVA above 10 kVA for low load factor loads at the discretion of the operations department

* The Formulary rate rider, per kWh is an adjustment set by the Board of Directors of DCEC and is shown on the bill as a *Formulary Rate Adj (FRA)*. The FRA rate may be modified, suspended, and/or reinstated by the Board of Directors as financial conditions dictate.

MINIMUM MONTHLY CHARGE

The minimum monthly charge under the above rate shall be the Fixed Monthly Charge.

POWER COST ADJUSTMENT (PCA)

The Energy Charge set forth in this rate schedule shall be subject to a purchased power adjustment as explained in the Cooperative Service Rules and Regulations. Under the current rate schedule, any PCA applied to the Consumer's energy charges will be based on an assumed cost of energy to the Seller of \$0.03343 / kWh. PCA may be positive or negative in a given month and will be based on actual power costs to the Seller. If Seller's blended cost of energy is more than \$0.03343/kWh in a given billing month, then PCA will be a positive charge to the Consumer. If Seller's blended cost of energy is less than \$0.03343/kWh in a given billing month, then PCA will be a credit to the Consumer.

TERM

Minimum length of service is one (1) year for transfers and reconnects and two (2) years for new services, after which service may be terminated with forty-eight (48) hours written notice unless other conditions have been specified in the Contract for Service.

EFFECTIVE

⁵ 10 kVA is for overhead transformers. For pad-mounted transformer, the threshold is 25 kVA.

GENERAL SERVICE-SINGLE PHASE OR 3 PHASE - RATE SCHEDULE 4A

(Service Class-4A, Rate Codes - 400's-500's)

PART A: LARGE COMMERCIAL

AVAILABILITY

Available to consumers located on or near the Cooperative's three-phase or single-phase lines for all types of usage not less than 25 kW demand, energy consumption greater than 7,500 kWh/yr) subject to the established rules and regulations of the Cooperative.

TYPE OF SERVICE

Three-phase or single-phase, 60 cycles per second, at available primary or secondary voltages.

MONTHLY RATE COMPONENT	RATE
Fixed Monthly Charge -	\$59.00
Demand Charge, all kW, per kW -	\$7.00
Energy Charge, all kWh, per kWh -	\$0.07500
Formulary rate rider, per kWh	\$x.xxxx*
Facilities Charge -	None unless specified in contract

* The Formulary rate rider, per kWh is an adjustment set by the Board of Directors of DCEC and is shown on the bill as a *Formulary Rate Adj (FRA)*. The FRA rate may be modified, suspended, and/or reinstated by the Board of Directors as financial conditions dictate.

MINIMUM MONTHLY CHARGE

The minimum monthly charge under this schedule shall be the sum of the Demand Charge and Fixed Monthly Charge, if any, but not less than the minimum charge specified in Customer's Service Application or contract with the Cooperative. The minimum charge is applicable on a twelve (12) month year round basis.

DETERMINATION OF BILLING DEMAND

The monthly billing demand shall be the maximum kilowatt demand established by the member for any period of fifteen (15) consecutive minutes during the billing month, as indicated or recorded by a demand meter, and adjusted for power factor if provided for in the service contract. The billing demand shall never be less than the greater of:

- a. Minimum 25 kW or the demand specified by contract or -
- b. Seventy-five (75) percent of the highest recorded demand over the previous eleven (11) months.

POWER COST ADJUSTMENT (PCA)

The Energy Charge set forth in this rate schedule shall be subject to a purchased power adjustment as explained in the Cooperative Service Rules and Regulations. Under the current rate schedule, any PCA applied to the Consumer's energy charges will be based on an assumed cost of energy to the Seller of \$0.03343 / kWh. PCA may be positive or negative in a given month and will be based on actual power costs to the Seller. If Seller's blended cost of energy is more than \$0.03343/kWh in a given billing month, then PCA will be a positive charge to the Consumer. If Seller's blended cost of energy is less than \$0.03343/kWh in a given billing month, then PCA will be a credit to the Consumer.

SERVICE AT PRIMARY VOLTAGE

If service is furnished at primary distribution voltage, a discount of two (2) percent shall also apply to the demand and energy charges and if the minimum charge is based on transformer capacity, a discount of two (2) percent shall also apply to the minimum charge.

POWER FACTOR

The consumer agrees to maintain unity power factor as nearly as practicable. The measured demand will be adjusted for consumers with 50 kW or more of measured demand to correct for average power factors lower than 90%. Such adjustments will be made by increasing the measured demand 1% of each 1% by which the average power factor is less than 90% lagging.

TERM

Minimum length of service is one (1) year for transfers and reconnects and two (2) years for new services, after which service may be terminated with forty-eight (48) hours written notice unless other conditions have been specified in the contract for service.

EFFECTIVE

May 2025

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GENERAL SERVICE-SINGLE PHASE OR 3 PHASE - RATE SCHEDULE 4B SUMMER PEAKING

(Service Class-4B, Rate Codes - 600's)

PART B: COMMERCIAL SUMMER PEAKING

AVAILABILITY

Available to consumers located on or near the Cooperative's three-phase or single phase lines for non-residential facilities, with at least 80% of annual load between May 15 and September 15, subject to the established rules and regulations of the Cooperative.

TYPE OF SERVICE

Three-phase or single-phase, 60 cycles per second, at available primary or secondary voltages.

MONTLY RATE COMPONENT	RATE
Fixed Monthly Charge -	\$39.00
Demand Charge, per KVA of –	\$2.25
required transformer capacity	
Energy Charge, all kWh, per kWh -	\$0.08586
Formulary rate rider, per kWh	\$x.xxxx*

* The Formulary rate rider, per kWh is an adjustment set by the Board of Directors of DCEC and is shown on the bill as a *Formulary Rate Adj (FRA)*. The FRA rate may be modified, suspended, and/or reinstated by the Board of Directors as financial conditions dictate.

MINIMUM MONTHLY CHARGE

The minimum monthly charge under this schedule shall be the sum of the Demand Charge and Fixed Monthly Charge, if any, but not less than the minimum charge specified in Customer's Service Application or contract with the Cooperative. The minimum charge is applicable on a twelve (12) month year round basis.

POWER COST ADJUSTMENT (PCA)

The Energy Charge set forth in this rate schedule shall be subject to a purchased power adjustment as explained in the Cooperative Service Rules and Regulations. Under the current rate schedule, any PCA applied to the Consumer's energy charges will be based on an assumed cost of energy to the Seller of \$0.03343 / kWh. PCA may be positive or negative in a given month and will be based on actual power costs to the Seller. If Seller's blended cost of energy is more than \$0.03343/kWh in a given billing month, then PCA will be a positive charge to the Consumer. If Seller's blended cost of energy is less than \$0.03343/kWh in a given billing month, then PCA will be a credit to the Consumer.

SERVICE AT PRIMARY VOLTAGE

If service is furnished at primary distribution voltage, a discount of two (2) percent shall also apply to the demand and energy charges and if the minimum charge is based on transformer capacity, a discount of two (2) percent shall also apply to the minimum charge.

TERM

Minimum length of service is one (1) year for transfers and reconnects and two (2) years for new services, after which service may be terminated with forty-eight (48) hours written notice unless other conditions have been specified in the contract for service.

EFFECTIVE

PUBLIC BUILDINGS-SINGLE or THREE PHASE - RATE SCHEDULE 5

(Service Class-5, Rate Codes – 700's)

AVAILABILITY

Available to public buildings and religious bodies. Subject to the established rules and regulations of the Cooperative.

TYPE OF SERVICE

Single phase, 60 cycles per second, at available secondary voltages.

MONTHLY RATE COMPONENT	RATE
Fixed Monthly Charge -	\$40.00
All kWh, per kWh	\$0.10326
Formulary rate rider, per kWh	\$x.xxxx*
>10 kVA Transformer ⁶	\$1.00 per month for each kVA above 10 kVA for low load factor loads at the discretion
	of the operations department

* The Formulary rate rider, per kWh is an adjustment set by the Board of Directors of DCEC and is shown on the bill as a *Formulary Rate Adj (FRA)*. The FRA rate may be modified, suspended, and/or reinstated by the Board of Directors as financial conditions dictate.

MINIMUM MONTHLY CHARGES

The minimum monthly charge under the above rate shall be the Fixed Monthly Charge.

POWER COST ADJUSTMENT (PCA)

The Energy Charge set forth in this rate schedule shall be subject to a purchased power adjustment as explained in the Cooperative Service Rules and Regulations. Under the current rate schedule, any PCA applied to the Consumer's energy charges will be based on an assumed cost of energy to the Seller of \$0.03343 / kWh. PCA may be positive or negative in a given month and will be based on actual power costs to the Seller. If Seller's blended cost of energy is more than \$0.03343/kWh in a given billing month, then PCA will be a positive charge to the Consumer. If Seller's blended cost of energy is less than \$0.03343/kWh in a given billing month, then PCA will be a credit to the Consumer.

TERM

Minimum length of service is one (1) year for transfers and reconnects and two (2) years for new services, after which service may be terminated with forty-eight (48) hours written notice unless other conditions have been specified in the Contract for Service.

EFFECTIVE

⁶ 10 kVA is for overhead transformers. For pad-mounted transformer, the threshold is 25 kVA.

SECURITY LIGHT SERVICE - RATE SCHEDULE 6

(Service Class-6)

AVAILABILITY

Available to all members for private outdoor lighting from multiple circuits, subject to the established rules and regulations of the Cooperative.

TYPE OF SERVICE

Limited period, approximately 4000 hours per year, 60 cycles per second, AC at 120/240 volts.

MONTHLY RATE

The rate per overhead mercury vapor, high pressure sodium, and light – emitting diode (LED) lighting unit shall be as follows:

MONTHLY RATE COMPONENT	RATE
Unmetered LED ⁷ , per unit	\$13.39
Metered LED, per unit	\$ 9.50
Unmetered LED, pole &/or transformer	\$16.23
175 Watt metered, per unit	\$ 9.50
175 Watt unmetered, per unit	\$13.39
175 Watt unmetered, pole &/or transformer	\$16.23
100 Watt unmetered, per unit	\$13.39
100 Watt metered HPS, per unit	\$ 9.50
250 Watt unmetered, per unit	\$14.64
400 Watt unmetered, per unit	\$19.12

POWER COST ADJUSTMENT (PCA)

The Energy Charge set forth in this rate schedule shall be subject to a purchased power adjustment as explained in the Cooperative Service Rules and Regulations. Under the current rate schedule, any PCA applied to the Consumer's energy charges will be based on an assumed cost of energy to the Seller of \$0.03343 / kWh. PCA may be positive or negative in a given month and will be based on actual power costs to the Seller. If Seller's blended cost of energy is more than \$0.03343/kWh in a given billing month, then PCA will be a positive charge to the Consumer. If Seller's blended cost of energy is less than \$0.03343/kWh in a given billing month, then PCA will be a credit to the Consumer.

MINIMUM MONTHLY CHARGE

The minimum monthly charge is the charge under this rate unless other conditions have been specified in the contract for service.

TERM

Minimum length of service is two (2) years, commencing at the date of installation, after which service may be terminated with forty-eight (48) hours notice unless other conditions have been specified in the contract for service.

EFFECTIVE

January 2023

⁷ In the interest of energy conservation, LED lights are the only option for new installations or replacements of existing installations.

LARGE INDUSTRIAL CONSUMERS – RATE SCHEDULE 7

(Service Class-7, Rate Codes – 800's)

AVAILABILITY

Available to consumers located on or near the Cooperative's three-phase lines for all types of usage 3,000 kW demand or more, subject to the established rules and regulations of the Cooperative.

TYPE OF SERVICE

Three-phase, 60 cycles per second, at available primary voltages.

MONTHLY RATE COMPONENT	RATE
Monthly Fixed Charge –	\$500.00
Demand Charge –	\$6.00 / kW
Energy Charge –	\$0.05225 / kWh
Formulary rate rider, per kWh	\$x.xxxx / kWh*

* The Formulary rate rider, per kWh is an adjustment set by the Board of Directors of DCEC and is shown on the bill as a *Formulary Rate Adj (FRA)*. The FRA rate may be modified, suspended, and/or reinstated by the Board of Directors as financial conditions dictate.

DETERMINATION OF BILLING DEMAND

The consumer shall pay for the greatest of:

- The maximum kW demand established by the Consumer for any period of fifteen (15) minutes during the billing month, as indicated or recorded by a demand meter, and adjusted for power factor as described in this Rate Schedule.
- Seventy-five percent (75%) of the highest billed demand over the previous 11 months.
- The contract minimum demand (unless during the commissioning period).

CONTRACT MINIMUM DEMAND

The contract minimum demand shall be 3,200 kW. The contract minimum demand is specific to the Consumer's load and is the result of an engineering estimate. The contract demand minimum shall be used in determining the billing demand except that a three-month commissioning period shall be granted to the consumer during which contract minimum demand shall not apply. The three-month commissioning period shall commence on the first day that service is furnished by the Seller to the Consumer. During the commissioning period, Billing Demand will be based exclusively on metered demand during the billing month.

CONTRACT MAXIMUM DEMAND

The contract maximum demand shall be 4,000 kW. The maximum kW demand established by the Consumer for any period of fifteen (15) minutes, as indicated or recorded by a demand meter, shall not exceed 4,000 kW. Demand greater than 4,000 kW will require additional substation upgrades at a cost exceeding \$2,000,000. If demand in excess of 4,000 kW is contemplated by the Consumer, the Seller agrees to provide to the Consumer a detailed cost estimate for the required facilities upgrades. Consumer will then have the choice of paying for the required upgrades or maintaining a maximum demand less than 4,000 kW.

SERVICE AT PRIMARY VOLTAGE

For service furnished at primary distribution voltage, a discount of two percent (2%) shall apply to the demand and energy charges.

POWER FACTOR

The consumer agrees to maintain unity power factor as nearly as practicable. The measured demand will be adjusted to correct for average power factors lower than 90%. Such adjustments will be made by increasing the measured demand 1% for each 1% by which the average power factor is less than 90% lagging.

COMPENSATED STARTING REQUIRED

Compensated starting is required for any load greater than 250 horsepower to avoid unacceptable power quality impacts on the primary system. The Consumer is also responsible for determining starting limitations to avoid power quality impacts on the secondary system.

POWER COST ADJUSTMENT (PCA)

The Energy Charge set forth in this rate schedule shall be subject to a purchased power adjustment as explained in the Cooperative Service Rules and Regulations. Under the current rate schedule, any PCA applied to the Consumer's energy charges will be based on an assumed cost of energy to the Seller of \$0.03343 / kWh. PCA may be positive or negative in a given month and will be based on actual power costs to the Seller. If Seller's blended cost of energy is more than \$0.03343/kWh in a given billing month, then PCA will be a positive charge to the Consumer. If Seller's blended cost of energy is less than \$0.03343/kWh in a given billing month, then PCA will be a credit to the Consumer.

EFFECTIVE January 2023

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