



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

**Revised December 28, 2023**

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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.

## **2) AREA COVERAGE**

It is the desire and intention of the Cooperative to make Central Station 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 Central Station 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 outage line at 607-746-9283. 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. When practical, the DCEC Operations Manager or designee shall listen to call recordings to determine if members were appropriately notified of the risks of costs they may incur if the trouble is "on the member side of the meter." In cases where members are not appropriately notified, the Operations Manager may utilize his judgement as to whether the member should be billed for the call-out.

## **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.

**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 by mail or otherwise, three (3) days in advance, all 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](http://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 weather head, 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 weather head shall not be less than the National Electrical Code clearance of ten (10) feet. 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.

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 100 amperes, 120/240 volts three-wire entrance with fused or multi-breaker entrance panel. There will be no two-wire meters set.

## **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 authorized inspector of the New York Board of Fire Underwriters or its equivalent. The cost of this inspection will be borne by the member or consumer.

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. The Operations Department is then responsible for seeing that an inspection is made within five (5) days. 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 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 or \$5 connect fee as applicable.
4. 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) A cleared right-of-way (of all brush and trees) thirty (30) feet wide as designated by the Cooperative.
- 1) Service entrance located on the outside of a permanent building or on a member owned meter pole.
- 2) Provision must be made for three-wire service and adequate wiring that meets the requirements of the Cooperative and the Board of Fire Underwriters or their equivalent.
- 3) 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.
- 4) Any or all inspections required by the Cooperative or the Fire Underwriters inspection agency shall be paid by the member.
- 5) All forms to be completed and all required payments to be made in advance of construction.
- 6) 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.
2. 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 discourages the use of 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:
  - a. All primary cable to 15KV shall be buried to a minimum depth of 36 inches.
  - b. Primary cable to 25KV shall be buried to a minimum depth of 42 inches.
  - 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 the N.Y.S. Board of Fire Underwriters or after other qualified certification is received. 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. Service upgrades will be defined in a separate procedure titled Service Upgrades.

## **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 \$20.00 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 15<sup>th</sup> day of each month. Bills will be mailed or electronically delivered in accordance with member selection between the 17<sup>th</sup> and 20<sup>th</sup> of each month<sup>1</sup>. 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 12<sup>th</sup> 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) SMART METER OPT OUT**

The Cooperative will replace an AMI meter with a Non-AMI meter (mechanical or digital, as decided by the Cooperative in consultation with the member) upon receipt of a written request from the member that indicates that the member wishes to opt out of the AMI metering system used by the Cooperative.

Replacement of an AMI meter with a Non-AMI meter shall require the member to pay a fee of \$54 per month to cover the average estimated cost for the Cooperative to perform a manual meter reading. Verification of the meter having been read will be left at the residence of the member each time the meter is read and shall include the reading that was taken together with the date the Non-AMI meter was read and the signature of the Cooperative personnel who performed the reading.

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<sup>1</sup> 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.

## **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 fee of \$500 during business hours and applicable tax will be assessed.

## **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 STREET DELHI, NY 13753**

***ELECTRIC RATE CLASSIFICATIONS***

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

## **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 -	\$22.00
All kWh, per kWh -	\$0.10895
Formulary rate rider, per kWh	\$x.xxxx*
>10 kVA Transformer <sup>2</sup>	\$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 after which service may be terminated with forty-eight (48) hours written notice unless other conditions have been specified in the contract for service.

#### **LOAD MANAGEMENT WATER HEATER LOAD CONTROL INCENTIVE PROGRAM**

The Delaware County Electric Cooperative provides remote control switches to interrupt power to non-critical customer-owned devices. Interruption is done to control the Cooperative's use of peak load power. To encourage members to participate in this program, part of the savings is returned to the participants. A \$4.00 credit will be given on each monthly bill for each month the control switch is installed.

#### **MONTHLY CREDIT**

A credit of \$4.00 per month per load control switch installed provided > 350 kWh are consumed during the monthly billing period.

#### **EFFECTIVE**

January 2023

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<sup>2</sup> 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 -	\$22.00
All kWh, per kWh -	\$0.08895
Formulary rate rider, per kWh	\$x.xxxx*
>10 kVA Transformer <sup>3</sup>	\$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 after which service may be terminated with forty-eight (48) hours written notice unless other conditions have been specified in the contract for service.

#### **LOAD MANAGEMENT WATER HEATER LOAD CONTROL INCENTIVE PROGRAM**

The Delaware County Electric Cooperative provides remote control switches to interrupt power to non-critical customer-owned devices. Interruption is done to control the Cooperative's use of peak load power. To encourage members to participate in this program, part of the savings is returned to the participants. A \$4.00 credit will be given on each monthly bill for each month the control switch is installed.

#### **MONTHLY CREDIT**

A credit of \$4.00 per month per load control switch installed provided > 350 kWh are consumed during the monthly billing period.

#### **EFFECTIVE**

January 2023

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<sup>3</sup> 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 -	\$27.00
All kWh, per kWh -	\$0.12500
Formulary rate rider, per kWh	\$x.xxxx*
>10 kVA Transformer <sup>4</sup>	\$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 after which service may be terminated with forty-eight (48) hours written notice unless other conditions have been specified in the contract for service.

#### **LOAD MANAGEMENT WATER HEATER LOAD CONTROL INCENTIVE PROGRAM**

The Delaware County Electric Cooperative provides remote control switches to interrupt power to non-critical customer-owned devices. Interruption is done to control the Cooperative's use of peak load power. To encourage members to participate in this program, part of the savings is returned to the participants. A \$4.00 credit will be given on each monthly bill for each month the control switch is installed.

#### **MONTHLY CREDIT**

A credit of \$4.00 per month per load control switch installed provided > 350 kWh are consumed during the monthly billing period.

#### **EFFECTIVE**

January 2023

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<sup>4</sup> 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 -	\$22.00
All kWh, per kWh	\$0.11273
Formulary rate rider, per kWh	\$x.xxxx*
>10 kVA Transformer <sup>5</sup>	\$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, 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**

January 2023

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<sup>5</sup> 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**

<b>MONTHLY RATE COMPONENT</b>	<b>RATE</b>
Fixed Monthly Charge -	\$40.00
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, 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**

January 2023

# **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.

<b>MONTHLY RATE COMPONENT</b>	<b>RATE</b>
Fixed Monthly Charge -	\$20.00
Demand Charge, per KVA of – required transformer capacity	\$2.25
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, 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**

January 2023

## **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.

<b>MONTHLY RATE COMPONENT</b>	<b>RATE</b>
Fixed Monthly Charge -	\$21.00
All kWh, per kWh	\$0.10326
Formulary rate rider, per kWh	\$x.xxxx*
>10 kVA Transformer <sup>6</sup>	\$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, 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**

January 2023

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<sup>6</sup> 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:

<b>MONTHLY RATE COMPONENT</b>	<b>RATE</b>
Unmetered LED <sup>7</sup> , 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

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<sup>7</sup> 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.

<b>MONTHLY RATE COMPONENT</b>	<b>RATE</b>
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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