

NOTICE OF BOARD MEETING

The regular meeting of the Board of Directors of the Delaware County Electric Cooperative, Inc. will be held **Tuesday, January 31, 2023, at 5:00 pm**
Location is Room 121 at the Co-op's office, 5 North Depot Street, Delhi, New York 13753 to act on the following agenda.

AGENDA

- I. Opening Business:
 - a. Call to Order
 - b. Roll Call - Determination of Quorum
 - c. Adoption of Agenda [packet page 1]
- II. Consent Agenda:
 - a. Minutes of December 27, 2022 Regular Meeting [packet pages 2-6]
 - b. New Memberships [packet page 7]
 - c. Bad Debt Collection Report & Resolution [packet pages 8-9]
 - d. Director Compensation [handout]
 - e. Corporate Calendar [packet page 10]
- III. Board to Vote on accepting proposed 2023 Regular Board Meeting dates [packet page 11]
- IV. Review of Policies:
 - a. Auditing of Cooperative Books, Records and Accounts [packet page 12]
 - b. Deposits [packet pages 13-16]
 - c. Disconnect Policy [handout – added to agenda – pages 24-33]
 - d. Service Rules and Regulations [handout – added to agenda – pages 34-54]
 - e. Flame Resistant Clothing for Employees Working On or Near Exposed Energized Parts [packet pages 17-19]
- V. Announcement of Upcoming Policies to be Reviewed:
 - a. February 2023: Procurement, Receiving & Disbursement; Energy Conservation & Efficiency
 - b. March 2023: Insurance and Fidelity Coverage; Estate Capital Credits
- VI. Designate voting delegate(s) for NRECA [CEO Gasstrom to lead]
- VII. CEO/General Manager John Gasstrom's Report: [packet page 20]
 - a. ACRE presentation
- VIII. CFO Cannizzaro's Monthly Report: [handout]
 - a. Monthly Financials (December 2022 soft close) [handout]
- IX. 2023 Budget Proposal:
 - A. Budget Assumptions and Results [Financial Packet, pages 1-2]
 - B. Work Plan Budget [Financial Packet, page 3]
 - C. Capital Budget [Financial Packet, page 4]
 - D. Outside Services Budget [Financial Packet, page 5]
 - E. Employee Training & Travel Budget [Financial Packet, page 6]
 - F. Director Budget [Financial Packet, page 7]
 - G. Income Statement Budget [Financial Packet, page 8]
 - H. Formulary Rate Adjustment Review [Discussion]
- X. Discussion regarding the NRECA Retirement Security (RS) Plan
- XI. Operations Manager Sullivan's Monthly Report: [packet page 21]
 - a. Quarterly Fleet Update [presentation]
- XII. Manager of System Planning, Job Training & Safety Small's Monthly Report: [packet page 22]
- XIII. CSA Linehan's Monthly Report:
 - a. Member engagement, social media, media & website [packet page 23]
 - b. Youth Delegate discussion
 - c. Announcement of DCEC's 2023 Annual Meeting
- XIV. Director/Staff Association Reports:
 - a. NRECA CEO Close-Up, January 8-11, 2023 [report from attendees]
 - b. NYAPP Meeting, January 18-19, 2023
 - c. NYSRECA Meeting, January 26, 2023
- XV. New Business:
- XVI. Future Business:
 - a. Director Holiday Dinner at The Hidden Inn, Friday, 02/17/2023 @ 6:30pm
 - b. DCEC Regular Board Meeting, **Tuesday, 02/28/2023 @ 5pm**
 - i. Line report to Board
 - c. NRECA Annual Meeting, March 5-8, 2023, Nashville, TN
 - d. Interview of Youth Delegate Candidates prior to March 3/28/2023 Board Meeting
 - e. Legislative Conference, April 16-19, 2023, Washington DC
- XVII. Executive Session:
- XVIII. Adjournment:

The aim of Delaware County Electric Cooperative, Inc., is to make electric energy and related services available to members at the lowest cost consistent with sound economy and good management.

Cooperative Stakeholders

- Members
- Employees
- Community
- Business Partners
 - Suppliers
 - RUS
 - CFC
 - Federated
 - Other cooperatives
 - NYSERDA
- Government
- Regulators

Delaware County Electric Cooperative
Board Meeting Minutes
December 27, 2022

I. Opening Business: The regular monthly meeting of the Board of Directors of the Delaware County Electric Cooperative, Inc. was held December 27, 2022 at the Co-op's office, 5 North Depot Street, Delhi, New York.

A. Call to Order: The meeting was called to order at 1:10p.m. by President Pick.

B. Roll Call - Determination of Quorum:

Stephen Oles	P
Edward Pick Jr.	P
Paul Menke	P – via phone conference
Laurie Wehmeyer	P
Steve Burnett	P
Jeffrey Russell	P
Edward Furgol	P

DCEC staff members that participated in-person were, DCEC's CEO/General Manager John Gasstrom, DCEC's CFO Mark Cannizzaro, DCEC's Operations Manager Ryan Sullivan, CSA Janelle Linehan, and Mgr Systems Planning & JTS, James Small. DCEC's Legal Counsel Jeffrey Clark from Livingston Associates participated via phone conference.

D. Adoption of Agenda: With two additions to the Agenda of "Member Concern," and adding "Sexual Harassment Training," a motion was made by Director Burnett to adoption the agenda. The motion was seconded by Secretary Wehmeyer. The motion passed.

II. Consent Agenda: A motion was made to approve the consent agenda with resolutions to be added and attached to November 2022's Board Meeting Minutes by Secretary Wehmeyer. The motion was seconded by Vice President Russell. The motion passed.

III. Policies:

A. Safety RESAP:

A motion was made to approve the policy with one correction in the second paragraph to change “responsibility” to “responsible” by Director Burnett. The motion was seconded by Director Oles. The motion passed.

B. Donations:

A motion was made to approve the policy by Vice President Russell. The motion was seconded by Secretary Wehmeyer. The motion passed.

IV. Sexual Harassment Policy Training:

Directors and Management team completed Sexual Harassment Training facilitated by Theresa Rusnak of Bond, Schoeneck & King PLLC.

V. Discussion of Policies:

Reviewed list of upcoming policies to be reviewed in Q1 2023 broken down by month.

VI. Member Concern:

Discussed member concern recently published in The County Shopper on 12/22/2022.

V. CEO/General Manager John Gasstrom’s Report:

CEO Gasstrom discussed staffing & employee relations, grants, facilities update, and outside organizations. Topics lead to an EV discussion.

VI. Safety Improvement Plan: (Ops Mgr Sullivan & Mgr Sys Planning/JTS Small)

See attached.

VII. Resolution regarding the NRECA Retirement Security (RS) Plan

CEO gave presentation on current retirement programs and discussed proposals for updates.

VIII. CFO Cannizzaro’s Monthly Report:

- a. Monthly Financials (November 2022) – CFO highlighted line 7 of the Income Statement and lines 13 and 48 of the Balance Sheet. Discussed year-end projections for margin and expenses.

IX. 2022 Budget Proposal:

Discussed inputs and budget proposals.

A. Budget Assumptions and Results

B. Work Plan Budget

C. Capital Budget

D. Outside Services Budget

E. Employee Training & Travel Budget

F. Director Budget

G. Income Statement Budget

- H. Formulary Rate Adjustment Review: CFO discussed potential need for unsuspending the FRA in 23.

Director Oles suggested developing a scholarship program to SUNY Delhi Electrical Construction & Utilities Operations Program. Director Furgol brought up the idea of developing a student loan payoff program for new employees to DCEC that have completed the SUNY Delhi program as another idea.

Director Oles also suggested creating an internship program. Director Furgol commented that through his former experience, interns working for even 120 hours of experience goes a long way in starting a career.

X. Operations Manager Sullivan's Monthly Report:

a. Quarterly Tree Crew Update

Ops Manager discussed notable outages and occurrences and updates on special projects. Discussed long lead times and the need to order fleet.

XI. CSA Linehan's Monthly Report:

CSA gave report on member engagement, social media, media, and website. Throughout 2023, CSA will work with CEO on a cost-benefit analysis for the Touchstone membership.

Director Oles requested the 2023 Board Meeting schedule for the board to approve it.

XII. Director/Staff Association Reports:

a. Touchstone Annual Meeting, 12/1/2022

CEO Gasstrom and CSA Linehan gave report from meeting and follow up meeting.

b. NYAPP Meeting, 12/16/2022

CEO Gasstrom and President Pick gave report from meeting.

c. UUS Board Meeting, 12/19/2022

CEO Gasstrom gave report from meeting.

XIII. New Business:

Ops Manager Sullivan requested the Board to vote on approving CEO Gasstrom to be authorized to negotiate contract with our ROW contractor not to exceed \$540,864. A motion was made by Director Burnett to approve CEO's authorization. The motion was seconded by Director Menke.

XV. Future Business:

- a. NRECA CEO Close-Up, January 8-11, 2023, Marco Island, Florida
- b. NYAPP Meeting, January 18-19, 2023, Albany, NY
- c. DCEC Strategic Planning Meeting with Board, Tuesday, 01/24/2023 @ 5pm
- d. DCEC Regular Board Meeting, Tuesday, 01/31/2023 @ 5pm
 - i. Fleet report to Board

XVI. Executive Session:

Director Oles requested to enter executive session and invited CEO Gasstrom and CFO Cannizzaro to stay. President Pick requested a motion. A motion was made to enter executive session by Director Oles and seconded by Vice President Russell at 5:55pm. A motion was made to exit executive session by Secretary Wehmeyer and seconded by Director Burnett at 5:56pm.

XVII. Adjournment: There being no further business on the agenda, President Pick adjourned the meeting at 5:58pm.

Respectfully submitted,

Secretary, Laurie Wehmeyer



2022-2023 SAFETY IMPROVEMENT PLAN

Three-year Goals:

1. Strengthen safety leadership culture.
2. Enhance safety support systems and training.
3. Internalize safety mission and guiding principles throughout the organization.

Annual Objectives:

1. Improve Cooperative-wide documentation to facilitate annual and other periodic safety activities.
2. Improve general housekeeping procedures at Cooperative Headquarters.
3. Improve vehicle safety through better signage, tool storage, and spares availability.
4. Improve clarity of safety expectations with respect to common work practices.

Planned Initiative	Owner	Time Frame	Notes
A. Repair and replace side mount overhead door openers in cold storage and as applicable	Jay Small Ryan Sullivan	1st Quarter 2023	
B. Revisit Cooperative Safety Committee and select participant group	John Gasstrom, Jay Small and Ryan Sullivan	1st Quarter 2023	Follow set schedule for min meeting and as needed
C. Update and maintain Safety Data Sheets and store materials as appropriate	Jay Small Ryan Sullivan	2nd Quarter 2023	
D. Update weight ratings on all storage shelving units, jacks, and jack stand	Betty Soule and Jay Small	2nd Quarter 2023	
E. Adjust settings and repair outdoor lighting in yard and perimeter	Jay Small Ryan Sullivan	2nd Quarter 2023	
F. Update and reprint DCEC Safety Manual	Jay Small Ryan Sullivan	3rd Quarter 2023	
G. Ensure that all new trucks are appropriately marked for AED, first aid kit, and fire extinguisher locations	Betty Soule and Jay Small	when arrived	
H. Reorganize and clean Line Maintenance Building	Jay Small Mike Pietrantonio	4th Quarter 2023	Tool dispersal as needed
I. Paint parking lines and stop lines on floor in ROW / Truck Maintenance shop	Randy Tweedie Mitchell Fisher Jay Small	4th Quarter 2023	
J. Contract with Dr. Blocker for an internal and external updated ergonomic study	John Gasstrom	4th Quarter 2023	
K. Add sound dampening panels to offices as needed	Rosemary Alwine and Jay Small	4th Quarter 2023	

Delaware County Electric Cooperative, Inc.

5 North Depot Street, P. O. Box 471, Delhi, New York 13753-0471

607-746-2341

NEW MEMBERSHIPS – January 23, 2023

ACCT #	LOCATION	FIRST NAME	LAST NAME	ADDRESS	CITY, STATE, ZIP	FORMER/ RENTING/ NEW SERVICE
19122001	DA 1-39-16	Brenda	Hempstead	5 Dehning Spur	East Meredith, NY 13757	Frances Baldanza
19100001	GI 2-48-23A	Devon	Tierney	401 Benjamin Road	Stamford, NY 12167	Robert Pritchard
19121001	BO 5-2-26	Kevin	Cornils	548 County Route 312	Clarksville, NY 12041	Elizabeth Berry
19040001	JE 2-25-9K	Lenny	Aquino	8046 88 th Ave	Woodhaven, NY 11421	New service WO#220202
19112001	MA 3-24-36A	Mathew	Cutting	165 Robinson Road	Bainbridge, NY 13733	Cheryl L. Cutting
19109001	DE 4-28-19C	Brendan	Schloerb	31 Roe Ave	Cornwall on Hudson, NY 12520	Arthur J. Schloerb
19097001	GI 2-38-10	Kayla	Rose	806 Shew Hollow Road	Stamford, NY 12167	David & Beverly Hartwell
19106001	KO 2-51-7	Richard	Abbate Jr.	7 Merle Place	Staten Island, NY 10305	Richard Abbate Sr.
19104001	DE 4-4-3A	Annette	Moody	4078 W. Platter Brook Rd.	Delhi, NY 13753	Michael Moody
19114001	ME 1-67-3	Rachel	Condry	5780 Turnpike Road	Delhi, NY 13753	Lynda W. Caspe
19087001	HA 4-36-6	Matthew	Scobie	214 Stoddard Hollow Rd	Delancey, NY 13752	Micah Scobie
19115001	JE 2-15-5A	Jay	Parrow	639 Thunder Hill Rd	Woodbridge, NY 12788	Richard F. Irwin
19111001	JE 2-26-1A	Charles	Blumberg Jr.	76 Lido Promenade	Lindenhurst, NY 11757	Charles Blumberg Sr.
19108001	CO 4-68-14	Michael	Marzano	120 India Street	Brooklyn, NY 11222	Margaret Meola
19107001	HF 2-12-11	Joseph	Sordi	7 Aberdeen Rd	Smithtown NY 11787	Kirk Youngling
19099001	DE 4-37-10C	Joann	Bishop	3199 East Terry Clove Road	Delancey, NY 13752	Michael Brennan
19113001	HA 4-24-47	Cameron	Mason	312 Curtis Lane	Hamden NY 13782	Randy Gardner
19102001	HA 4-37-7D	Denise	Fucci	540 Fred White Road	Hamden, NY 13782	John G. Curry
19090001	AN 5-62-9	Michael	Laniak	36 Monroe Place	Brooklyn, NY 11201	New Service WO#2220365
19095001	WA 4-21-6B	Robert	Botsford	14939 Markland Lane	Delray Beach, FL 33444	New Service WO#220378
19118001	FR 4-2-1A	Calynn	Johnson	21 Bennett Hollow Road	Walton, NY 13856	Leon Boyles
19125001	DA 2-22-3C	Laura	Ballard	323 Parker Schoolhouse Road	Davenport, NY 13750	Fred Ballard
19092001	DE 4-15-10A	New York	Power Authority	Blenheim-Gilboa Power Project Attn.: Accounts Payable 397 Power Plant Access Road	Gilboa, NY 12067	Linda Brodeur
19119001	DA 1-28-1	Olga	Berlai	56 Greencroft Ave	Staten Island, NY 10308	Kyra McKissick
19129001	DA 2-11-13	Logan	Pasa	2424 Garvey Road	Schenevus, NY 12155	Michael Chilson
19116001	BO 2-92-4	Lee	Eller	2877 Co Rd 5	Bovina, NY 13740	Ashley O'Malley



January 31, 2023

BAD DEBT COLLECTION

* **PLEASE NOTE:** The amounts below were recovered through capital credit retirements,
Southern Tier Credit Center & DCEC through December 2022
Total recovered: \$198.29

Original Amount Turned Over For Collections	Name	**Amount Collected CC to UA	Amount Collected from So. Tier	Amount Collected from DCEC	Commission Paid this Month *	Balance Due
\$248.29	Paula Vandermark	\$73.99				\$174.30
\$252.35	Corey Luchetta	\$14.56				\$237.79
\$54.46	Alfonso Candela	\$54.46				\$ -0-
\$53.56	Amanda Delameter	\$53.56				\$ -0-
\$18.46	Keira Elsis	\$ -0-				\$18.46
\$18.31	Robert Gualdino	\$1.72				\$16.59

* Commission is 30% of the total amount collected last month. 50% if legal services are required. If payment is made directly to us, the commission will be the following month.

** Under \$30.00 does not get reported to Southern Tier Credit Center.

*** Billing department did a small balance write off for the balance due amount.

**** Capital credits are applied on a discounted basis towards outstanding debt per the Capital Credits Applied to Bad Debt Policy.

RESOLUTION
January 31, 2023

BE IT RESOLVED, THAT WE, The Board of Directors of the Delaware County Electric Cooperative, Inc., 5 N. Depot St., Delhi, NY 13753, do hereby authorize the transfer of \$408.76 representing uncollectible accounts for utility customers per the following listing, to accumulated provision for uncollectible accounts.

<u>ACCOUNT</u>	<u>SER. ADD.</u>	<u>CUSTOMER</u>	<u>SEASONAL</u>	<u>RESIDENTIAL</u>
16692001	AN 5-91-15	Gene Conklin	\$112.86	
17143002	HF 2-1-42	Dana Driggs		\$115.08
16002001	MA 3-32-4E	Peter Savino		\$ 91.32
16338001	HA 4-57-8D	Karen Mercaldo	\$89.50	
			<u>\$202.36</u>	<u>\$206.40</u>

January 31, 2023

Laurie Wehmeyer
SECRETARY

DIV	ACTIVITY	J	F	M	A	M	J	J	A	S	O	N	D	PROCESS
BOARD	Nominating (Director Search) Committee Meeting			1										MEETING
BOARD	Annual Meeting Kick-off Planning (incl consideration of Bylaw changes)			1										MEETING
BOARD	Legislative Youth Tour Interviews/Selection			1										MEETING
BOARD	Board decision/approval of proposed bylaw changes (for Annual Meeting)			1										ACTION
BOARD	NYSRECA Legislative Conference (tbd)			1										MEETING
BOARD	Finance Committee Meeting				1			1			1			MEETING
BOARD	Organization & Staffing Committee Meeting	1				1			1					MEETING
BOARD	NEAEC Annual Meeting					1								MEETING
BOARD	Board Self-Evaluation Survey (odd years only, next 2023)							1						COMPLY
BOARD	NYSRECA Annual Meeting							1						MEETING
BOARD	OEC Annual Meeting								1					MEETING
BOARD	CEO Goals & Objectives Mid-Year Review								1					REPORT
BOARD	NRECA Survey - Directors, Attorneys, Auditors									1				PROCESS
BOARD	Cooperative Officers Job Descriptions Review									1				COMPLY
BOARD	Organizational Meeting of Board (incl. Committee appointments)									1				COMPLY
BOARD	NRECA Region 1 Annual Meeting									1				MEETING
BOARD	Kick-off Budgeting Process (prelim capital budget)										1			BUDGET
BOARD	Annual Sexual Harassment Training										1			COMPLY
BOARD	Capital Credit retirement - decision by Board										1			ACTION
BOARD	Re-instatement of Accounting/Audit Firm (resolution)										1			AUDIT
BOARD	Oneida-Madison EC Annual Meeting										1			MEETING
BOARD	Steuben REC Annual Meeting										1			MEETING
BOARD	CEO Performance Review – kick off & plan Jan O&S Committee Mtg										1			PROCESS
BOARD	Approve Holiday Gift for Board/Staff/Employees												1	PROCESS
BOARD	NRECA Annual Meeting		1											MEETING
BOARD	Board appoints Nominating Committee (Directors identify members)		1											ACTION
BOARD	Consider GM contract renewal/update	1												PROCESS
MGMT	Line Extension Policy Rate Review				1									PROCESS
MGMT	DEC Pesticide Business/Agency Registration (April/May, tri-annual, next in 2022)				1									COMPLY
MGMT	Update Standard Costs				1									PROCESS
MGMT	NYS ORPS Equalization & Assessment report (4/15)				1									COMPLY
MGMT	Strategic Plan Review		1			1				1			1	COMPLY
MGMT	ROW & Line-Inspection contracting Bid					1								PROCESS
MGMT	Semi-annual review of Corporate Calendar						1						1	PROCESS
MGMT	Renew Purchase of TCCs with NYISO/NYPA						1							PROCESS
MGMT	CFC Annual Forum							1						MEETING
MGMT	ROW & Line-Inspection contracting Awards/ Contract Bid Report to Board for Budget								1					BUDGET
MGMT	Self-Eval to Board								1					REPORT
MGMT	DCEC Annual Meeting									1				MEETING
MGMT	Year-End Financial Projection (Capital Credit Retirement Assessment)										1			REPORT
MGMT	Review DPS Data for Annual Member Deposit Rate Effective 1/1										1			COMPLY
MGMT	All-Employee Meeting (last week October)										1			PROCESS
MGMT	Order Holiday Gift Cards for Board/Staff/Employees										1			PROCESS
MGMT	Year-end Financial Projection (Formulary Rate Planning)											1		BUDGET
MGMT	Operating Plan/Budget Presented											1		BUDGET
MGMT	Capital Credit Retirement (if applicable)											1		PROCESS
MGMT	Employee Performance Reviews – prep												1	STAFFING
MGMT	Operating Plan/Budget Approved												1	BUDGET
MGMT	Christmas Party												1	STAFFING
MGMT	Update PPAC “System Loss Factor” based on prior year analysis	1												PROCESS
MGMT	Exempt Employee Salary Action	1												PROCESS
MGMT	Employee Performance Reviews	1												REPORT
MGMT	NYSRECA Meeting	1												MEETING
MGMT	Year-End Accomplishments Review / Goals & Objectives Approval	1												REPORT
MGMT	Legislative Youth Delegate kick-off (interviews/selection by late March)	1												PROCESS

REGULAR BOARD MEETING dates for 2023:

Please find the following proposed dates for Regular Board Meetings for 2023. All meetings, aside from those highlighted in yellow, are on the fourth Tuesday of the month.

Tuesday, 1/31 @ 5PM – Regular Board Meeting

Tuesday, 2/28 @ 5PM – Regular Board Meeting

Tuesday, 3/28 @ 5PM – Regular Board Meeting

Tuesday, 4/25 @ 5PM – Regular Board Meeting

Tuesday, 5/23 @ 5PM – Regular Board Meeting

Tuesday, 6/27 @ 5PM – Regular Board Meeting

Tuesday, 7/25 @ 5PM – Regular Board Meeting

Tuesday, 8/22 @ 5PM – Regular Board Meeting

Tuesday, 9/26 @ 5PM – Regular Board Meeting

Tuesday, 10/24 @ 5PM – Regular Board Meeting

Tuesday, 11/28 @ 5PM – Regular Board Meeting

Thursday, 12/28 @ 1PM – Regular Board Meeting*

*We propose this date to work around the Christmas holiday falling on the 4th Tuesday, so long as this does not create a hardship for anyone. Additionally, this last meeting as a 1PM meeting instead of 5PM as December's meeting tends to be lengthy.

ADDITIONAL (optional) CONFERENCES AND MEETINGS for 2023:

1. NRECA PowerXchange
Nashville, TN | March 3 - 8, 2023
NRECA's annual meeting of members—where insights, ideas and connections converge.
2. Legislative Conference
Washington, DC | April 16 - 19, 2023
Connect with policymakers on issues important to electric cooperatives.
3. CFC Forum
CFC's annual conference on issues and challenges facing the electric cooperative network.
2023 | June 19–21 | Seattle, WA
4. NYSRECA – Thursday, July 27, 2023
Steuben is still working on selecting a location this year, so somewhere out near them.
5. Regional Meetings 1&4
Richmond, VA | September 6 - 8, 2023
By attending NRECA Regional Meetings, co-op leaders make vital contributions to the role America's electric cooperatives will play in leading the new energy future.
6. DCEC's 79th Annual Meeting – Friday, September 15, 2023
Delaware Academy
7. NEAEC Annual Meeting – Wyndham Newport Hotel, 240 Aquidneck Avenue, Middletown, RI 02842
Directors: check in 10/9/2023
10/10 – Risk Oversight, The Board's Role in Risk Management 921.1 NRECA training
10/10 staff check in; 10/11 & 10/12 are still being planned out for speakers, breakouts, roundtable discussion, etc.
All check out at noon on 10/13. Possible boat excursion to Block Island on 10/13.

POLICY

SUBJECT: Auditing of Cooperative Books, Records and Accounts

POLICY: The Cooperative books, records and accounts shall be audited annually on the calendar year basis corresponding with the financial close of the Cooperative.

The audit shall be done by a certified public accountant selected and approved by the Board of Directors of the Cooperative. ~~In the interest of gaining fresh insights into the Cooperative's accounting practices and judgements, the~~ Board of Directors ~~shall~~ may consider the benefits of periodically changing the Cooperative's auditing firm, but the Board of Directors shall not be bound to a specific auditing firm rotation cycle.

The audit shall be conducted, and a report thereof distributed, in accordance with Article XI of the Cooperative's bylaws.

PROCEDURE: The Finance Committee of the Board shall discuss candidate auditors ~~during their September-October-November meeting~~ each year and recommend to the Board an auditor for the Cooperative to retain to conduct the annual audit. The Board shall approve an auditor in time to allow contractual engagement for work to proceed in December of the year for which the audit is to be performed.

RESPONSIBILITY: Board of Directors

DELAWARE COUNTY ELECTRIC COOPERATIVE, INC.

Approved by Board of Directors	Mar 17, 1965
Reviewed by Board of Directors	Mar 19, 1975
Reviewed by Board of Directors	Oct 24, 1989
Revised by Board of Directors	Apr 26, 2011
Reviewed by Board of Directors	Sep 23, 2014
Reviewed by Board of Directors	Nov 22, 2016
Revised by Board of Directors	Apr 7, 2020
<u>Revised by Board of Directors</u>	<u>Jan 31, 2023</u>

POLICY

SUBJECT: Deposits

POLICY:

Background:

Delaware County Electric Cooperative's deposit policy is designed to assess the credit risk associated with applications for service, while protecting the assets of our utility.

This policy authorizes use of a screening tool called the ONLINE Utility Exchange to assess credit risk at the point of application and charge deposits only to those members who pose credit risk.

It is important to note that most of our members will be charged no deposit, because they pose little credit risk. Those members who have not established credit or pose substantial credit risk, as identified by ONLINE Utility Exchange, will bear the financial burden of that risk through a credit-based deposit policy.

Deposit Criteria:

DCEC shall consider the status of the applicant and act according to the following criteria:

1. Service applicants who pose a low Delinquency Risk (Green Light returned on the ONLINE Utility Exchange) will be charged no deposit.
2. Service applicants who pose a medium Delinquency Risk (Yellow Light returned on the ONLINE Utility Exchange) will be charged a deposit equal to one times the average monthly bill of the same rate class during the preceding 12 months.
3. Service applicants who pose a high Delinquency Risk (Red Light returned on the ONLINE Utility Exchange) will be charged a deposit equal to three times the average monthly bill during of the same rate class the preceding 12 months.
4. Except in cases where a service applicant has already provided a fraudulent social security number, DCEC shall not require that an applicant provide their social security number as a requirement for service. However, it is our policy that applicants who refuse or are unable (e.g., estates, corporations, LLCs, etc.) to provide their social security number pose a greater Delinquency Risk and shall be charged the maximum deposit.
5. A service applicant who voluntarily provides a social security number that is identified as belonging to a deceased person, non-issued, belonging to a person under the age of 18, or belonging to a person other than the applicant, or is otherwise fraudulent, shall be denied service until that person supplies a valid social security number. Such matters shall be handled in accordance with DCEC's Identity Theft Red Flag Prevention Policy.
6. Active members adding an additional service location are not required to pay a deposit, except in special cases as described in numbered item 7 below.
7. In cases where a service is being reconnected after disconnection for non-payment, the reconnecting member shall pay the maximum deposit (described above), except that members may request a one-time waiver following their first disconnection for non-payment.



ONLINE Utility – Method of Quantifying Risk:

The ONLINE Utility Exchange is designed to screen service applicants to determine their Delinquency Risk based upon three criteria:

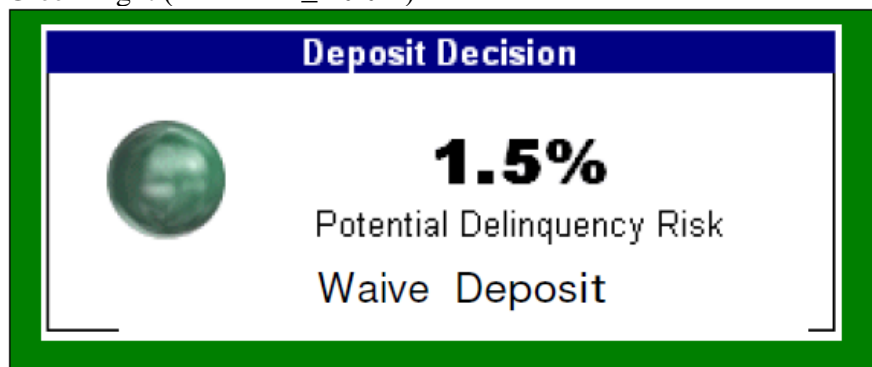
1. Social Security Number (SSN) verification;
2. Credit score; and
3. Payment experience with other utility providers.

ONLINE Utility Exchange utilizes the industry standard calculation known as the Experian National Credit Risk Model to calculate a number between 0 and 1000.- The Experian number is then converted to a Delinquency Risk expressed as a percentage between 0% and 100%.- Credit risk will be defined as follows in relation to the Experian calculation:

Delinquency Risk (%)	Credit Risk Definition
0.0% - 10.0%	Low Risk – Green Light
10.1% - 25.0%	Medium Risk – Yellow Light
25.1% - 100%	High Risk – Red Light

Procedure for Using the ONLINE Utility Exchange:


Green Light (Low Risk \leq 10.0%)



Waive the member's deposit. Charge only the application fee and any connection fees. If the application is for a joint membership, both spouses must return a Green Light to have their deposit waived. Otherwise, charge the deposit associated with the higher credit risk.

Yellow Light ($10.1\% \leq \text{Medium Risk} \leq 25.0\%$)

Deposit Decision



17.8%


Potential Delinquency Risk

Charge 1x Highest Monthly Usage

Charge a deposit equal to the average monthly bill of the same rate class during the previous 12 months. The application fee, connect fee and deposit must be paid prior to the connect order being issued. If the application is for a joint membership, charge the deposit associated with the higher credit risk. -In other words, if one spouse returns a Green Light and the other spouse returns a Yellow Light, the deposit is determined by the spouse who returns a Yellow Light (Medium Risk).

Red Light (High Risk $\geq 25.1\%$)

Deposit Decision



64.3%

Potential Delinquency Risk

Charge 3x Highest Monthly Usage

Charge a deposit equal to three times the average monthly bill of the same rate class during the previous 12 months. - The application fee, connect fee and deposit must be paid prior to the connect order being issued. If the application is for a joint membership, charge the deposit associated with the higher credit risk. - In other words, if one spouse returns a Green Light or Yellow Light and the other spouse returns a Red Light, the deposit is determined by the spouse who returns a Red Light (High Risk).



Interest Paid to Members

Interest shall accrue monthly on member deposits at a simple interest rate per year, which is reflective of the composite yield of intermediate-term, A-rated corporate bonds, less the cost of administering the deposits of 1.75%. This rate ~~is automatically shall be~~ updated ~~December-January~~ 1st of each year based upon rates as of the first Friday of the preceding October.

The ~~calculated current annual~~ rate ~~through effective~~ December 1, 2022~~1~~ is ~~0.00%~~ 1.80%.

Procedure for Returning Deposits

A member's deposit will be returned after 12 consecutive months of on-time payments or when the member terminates service. They will receive their deposit, plus interest, net of any amounts owed to the Cooperative. - In cases where the deposit is held longer than 12 months, the accrued interest is credited to the member account annually as an adjustment to the utility bill of the anniversary month

RESPONSIBILITY: Billing Specialist and Billing Assistant

DELAWARE COUNTY ELECTRIC COOPERATIVE, INC

Approved by Board of Directors	October 25, 2012
Revised by Board of Directors	November 27, 2012
Revised by Board of Directors	February 26, 2013
Revised by Board of Directors	September 23, 2014
Revised by Board of Directors	March 22, 2016
Revised by Board of Directors	April 24, 2018
Revised by Board of Directors	October 26, 2021
<u>Revised by Board of Directors</u>	<u>January 31, 2023</u>

POLICY
FLAME RESISTANT CLOTHING (FRC)

SUBJECT: FRC~~Clothing~~ for Employees working O~~on~~ or N~~near~~ exposed Energized Parts

POLICY: It shall be the policy of the Cooperative to comply with OSHA Federal Register 29 ~~CFR~~CFR Part 1910.269 (L) (6) Apparel; *“The employer shall ensure that each employee who is exposed to the hazards of flames or electric areas does not wear clothing that, when exposed to flames or electric areas, could increase the extent of the injury that would be sustained by the employee.”*

Delaware County Electric Cooperative Inc. will require the following:

1. Employees who are exposed to the hazards of flames or electrical arcs shall remove all exposed conductive articles such as keys, a watch, chains, rings, other jewelry, cell phones, wristwatches or bands.
2. Employees who are exposed to the hazards of flames or electrical arcs will not wear clothing that, when exposed to flames or arcs, could increase the extent of injury that would be sustained by the employee.
 - a) Employees exposed to flames or electric arcs will wear only flame~~fire~~resistant ~~ardant~~ rain-suits. The Cooperative will supply these rain-suits.
 - b) Employees exposed to flames or electric arcs will wear only flameresistant~~fire-retardant~~ high visibility vests. The Cooperative will supply these high visibility vests.
 - c) Clothing made from the following types of fabrics, either alone or in blends, is prohibited unless the fabric has been treated to withstand the conditions that may be encountered or unless the employee wears the clothing in such a manner as to eliminate the hazard: acetate, nylon, ~~polyester~~polyester, or rayon. As a minimum, in order for the employee to wear the clothing in such a manner as to eliminate the hazard, the clothing containing the banned fabric types cannot be an outer most layer and cannot be an inner most layer.
 - d) All OUTER garments must ~~be with~~consist of ~~ONLY~~ flame resistant fabric ONLY.

- e) All flame resistant clothinggarments/fabric shall meet the minimum calorie requirements established in the Cooperative's Arc Flash Hazard Assessment in effect at the time the employee performs work. Copies of the Cooperative's most recent Arc Flash Hazard Assessment are available on the secure portion of the Cooperative's website and paper copies may be requested from the Operations Manager or designated head of the Safety CommitteeSystem Coordinator. Employees should also refer to Section 406 ("Clothing") of the Cooperative's Safety Manual for more information about flame resistantfire retardant clothing (FRC) and appropriate application thereof. Every employee is issued their own copy of the Cooperative's Safety Manual. Replacement copies are available upon request to the Operations Manager- or designated head of the Safety Committeeor System Coordinator.
- f) The employee is responsible for maintaining clothing in a clean and laundered state, per the manufacturer's instructions for the garment. Tattered clothing shall not be worn.
- ~~g)~~ The employee is responsible for provisioning an adequate supply of flame resistant clothing.- The employee will ensure that the clothing worn meets the above requirements of this policy.

PROCEDURE: The Line Foreman, ~~and~~ Operations Manager, and Manager of sSystem coordinationPlanning, jJob tTraining and sSafety shall ensure compliance of this policy. The Cooperative will provide benefits related to the supply of clothing as outlined in the relevant collective bargaining agreement(s).

RESPONSIBILITY: General Manager and employees working near exposed energized parts.

DELAWARE COUNTY ELECTRIC COOPERATIVE, INC.

Approved by the Board of Directors	Jun 27, 1995
Revised by Board of Directors	Sep 28, 1999
Revised by Board of Directors	Apr 23, 2002
Revised by Board of Directors	Aug 23, 2011
Revised by Board of Directors	Mar 24, 2015
Revised by Board of Directors	Dec 27, 2016
Revised by Board of Directors	Feb 25, 2020



Revised by Board of Directors

Jan 31, 2023

CEO/GM Report

January 2023

Government Relations and Outside Organizations:

- CEO Gasstrom and President Pick attending NYAPP meeting in Albany Jan 18-19
- CEO Gasstrom and Mgr, Sys Planning, JT&S Small met with William Acee (Village of Sherburne and NYAPP Mutual Aid coordinator) and Mike Hyland (NEPPA) about lineman education programs

Cooperative Relations:

- DCEC sent two crews (four linemen) on Mutual Aid to Vermont Electric Cooperative (VEC) to assist in their storm restoration efforts
- CEO Gasstrom had positive interactions with other CEOs of the Northeast Association of Electric Cooperatives (NEAEC), which serves as the “statewide” association for New York and New England states

Continuing Education:

- CEO Gasstrom attended the NRECA CEO Close-Up conference and attended educational sessions and presentations on topics such as Collective Bargaining Agreement negotiation, workforce development, strategic planning, employee retention trends and challenges, and rate trends among cooperatives

Staffing and Employee Relations:

- New staff members are on-boarded and have been performing well
- Currently two posted vacancies
 - Line Clearance Arborist
 - Lineman

Grants:

- We have not heard back on the submitted DOE high-level concept paper as of yet (expected to hear sometime in February on whether we will be invited to submit a full grant application – full application would be due in April)

Community Interaction:

- CEO continues to work with SUNY-Delhi on workforce development issues
- Newsletter article was written and published addressing the methodologies DCEC uses to compensate members who generate power and deliver back to the grid
- Several staff members have fielded questions from other members about “net metering” and other behind the meter generation questions
- CEO has had conversation with a solar provider about the differences between IOU’s and Cooperatives and has offered additional education to their sales staff

Operations Manager Update

Engineering & Operations:

- Notable Outages and Occurrences: Windy / Winter weather on 12/17 – 12/18 kept on call and some second crew busy most of weekend addressing isolated outages.
- Disconnections: Winter / Holiday Moratorium.
- Right of Way Crew: Cleared 2.81 Miles since last report and spent ~ 38 man hours on new services. Asplundh Clearing Final Sections of T&M.
- Headquarters: No activity currently.
- Special Projects: Working on workplan with PSE.
- Fleet Concerns: Awaiting pricing from vendors.

Safety Report:

- Injury Report: Three incidents since last report. As of now none are lost time.
- Safety Committee Activity: None currently.

Respectfully submitted Ryan Sullivan 1/23/23

SYSTEM PLANNING, JOB TRAINING and SAFETY UPDATE

January 2023 – Jay Small

System Planning:

- Working With Henry Kaufmann on all new service requests and job extensions.

Job Training:

- Reviewed all submitted job applications with Mike Pietrantonio, narrowing the field of candidates for the apprentice line job that was posted.
- Will be developing a skills assessment for the remaining candidates to determine skill set.

Safety:

- Held a monthly safety meeting for the outside employees.
- Scheduled test dates for all the hotsticks and grounds for Feb 15th and 16th.
- CPR and First aid training was held for all employees on January 17th.
- Continuing to work to update the Safety Data Sheets (SDS) for all departments.

CSA Report

December 21, 2022 – January 24, 2023

Member Engagement:

- Published “Reflections on Life Before Electricity at the Ralph Oliver Farm” essay in January/February newsletter. Sadly, the gentleman that contributed passed away recently.
- We are getting more questions and engagement from members. Enough to start a “Member’s Corner” utilizing different channels of communication: newsletter, website, and social media.

Social Media:

- Facebook reach is up 99.7% over the past month (increase from 1,752 to 1,767 followers).
- Instagram reach is down 16.7% (increase from 157 to 158 followers).
- Talking to SUNY Delhi about public relations/social media strategy for donation to SUNY Delhi’s Electrical Construction and Utilities Operations Program.

Media:

- Front page article “DCEC donates to DelCo foster children” on 12/28/2022.

Website:

- Username and password for DCEC’s website have been created for Managers.
- Directors will have username and password for DCEC’s website before board meeting on 1/31/23.

Other:

- All four New York coops have elected for membership to SafeElectricity.org under NYSRECA resulting in saving \$250/coop. The articles, infographics, and videos around safety will help build content immensely.
- Youth Delegate discussion around interviewing and planning events.
- DCEC’s 79th Annual Meeting will be held on Friday, September 15, 2023 at Delaware Academy.

POLICY

SUBJECT: Disconnect Policy

POLICY: DCEC DISCONNECT PROCEDURE
Failure to Make Payment

1. DCEC Billing Procedures:

The Cooperative has developed procedures to comply with Part 459 of the New York Power Authority's Rules and Regulations. Members are billed between the 17th and 20th of each month¹ for service during the previous billing cycle. Payments for this service are due upon receipt and become subject to late penalties on the 12th day of the following month. Payments not received by the 12th will accrue late charges of 1.5% per month or \$5.00 per month, whichever is greater.

Each member who still has a past due amount of \$125 or more when the next month's bill is calculated (on or about the 17th) will receive a FRIENDLY REMINDER NOTICE on their printed or electronic bill, the content of which will be similar to the following:

- FRIENDLY REMINDER:- Your account is 30 days past due.- Additional charges will apply if the Past Due Balance is not paid by the next business day.- Please contact our office if you'd like to discuss payment arrangements for a hardship. -If your payment has been sent, we thank you!

Those same members may also receive a FRIENDLY REMINDER NOTICE by means of an automated phone call, the content of which will be similar to the following:

- "This is Delaware County Electric Cooperative with a friendly reminder that your account is currently past due. If you would like to make a payment by phone, please call our automated system at 844-209-7162. You may also pay at the Cooperative's website, www.dce.coop through SmartHub.- Thank you and we wish you a good evening".

This FRIENDLY REMINDER NOTICE will be sent via automated phone call whenever practical, as determined at the sole discretion of the staff of the Cooperative.- In cases where the member has an e-mail address on file at the Cooperative, the FRIENDLY REMINDER NOTICE may also be sent via e-mail.

Each member with a past due balance greater than \$125 on or about the 20th of the month will receive a FINAL DISCONNECT NOTICE, which shall:

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.

- Be sent to the member by US mail with ActivTrace² tracking enabled fifteen (15) days prior to disconnection.
- Contain the following language on the front of the bill: FINAL DISCONNECT NOTICE. SERVICE WILL BE TERMINATED IF \$XXX.XX IS NOT PAID IN FULL BY XX/XX/XXXX.- SEE BACK FOR MORE INFORMATION.
- Contain the following information on the back of the bill:- CONTACT DCEC'S BILLING DEPARTMENT IMMEDIATELY TO MAKE PAYMENT ARRANGEMENTS.- FAILURE TO PAY THE ENTIRE PAST DUE AMOUNT IN FULL OR FAILURE TO CONTACT DCEC'S BILLING OFFICE WILL RESULT IN DISCONNECTION OF THE SERVICE.- BRING THIS BILL TO THE ATTENTION OF THE UTILITY WHEN PAYING.- IF YOU ARE EXPERIENCING AN ACCUTE HARDSHIP YOU MAY CONTACT OUR OFFICE REGARDING PAYMENT ARRANGEMENTS.
- Inform the member of the date that service will be terminated, such date not to be fewer than 35 days after the last due date, and not fewer than 15 days after the mailing date of the FINAL DISCONNECT NOTICE, unless full payment on arrears is received, or an alternative agreement with DCEC is reached, prior to that date;
- Inform the member of the total amount due, where and how payment may be made, and procedures for disputing the bill (including DCEC contact information);
- Advise the member that they should contact the DCEC immediately if any acute hardship, such as death in the family, recent unemployment, serious illness or infirmity or other grave condition exists, or if they are a recipient of financial assistance from a local social services department or other Energy Assistance Payment (EAP), so that DCEC may determine whether any temporary arrangement should be made.

For each member who receives a FINAL DISCONNECT NOTICE, the Cooperative will also attempt an automated phone call to provide notification of the member's account status.- The automated phone message will include the fact that the member is subject to disconnect for non-payment, the scheduled disconnect date, and a phone number to call the Cooperative's office and the Cooperative's 24-hour pay-by-phone number.

Example of "summer" discontinuance procedure:

- Member is billed on August 17 for previous 30 days of kWh.
- Payment is considered past due at the close of business on September 12th and late payment charge is assessed on the 13th.
- Member is billed September 17 for previous 30 days of kWh.- Any member with a past due amount greater than \$125 at the time of billing receives a FRIENDLY REMINDER MESSAGE within the monthly bill, which is mailed by "regular" mail.
- Also, on or about September 17, any member with a past due amount greater than \$125 receives a FRIENDLY REMINDER MESSAGE by means of an automated phone call to the member's phone number on f record.

² ActivTrace is NISC's mail tracking and reporting software, which enables tracking when mail is shipped, where mail is located, and when it is delivered. -ActivTrace works in conjunction with features offered by the USPS.

- Also, on or about September 17, any member with a past due amount greater than \$125 and with an e-mail address on file at the Cooperative will receive a FRIENDLY REMINDER MESSAGE via e-mail.
- If member has a past due A/R balance greater than \$125 on September 20, a FINAL DISCONNECT NOTICE is issued with a disconnect date 15 days after FINAL DISCONNECT NOTICE was printed, and at least 35 days after August 17 bill was due. This FINAL DISCONNECT NOTICE is mailed via USPS first class mail with ActivTrace enabled. Also, on or about September 20, any member with a past due amount greater than \$125 receives a FINAL DISCONNECT NOTICE by means of an automated phone call to the member's phone number onf record and an e-mail message to the member's e-mail address onf record.
- If member has a past due A/R balance greater than \$125 on October 8, the member's service is disconnected.

2. Third Party Notification:

Every member shall be permitted to designate, in writing, a third party to receive a copy of every notice of discontinuance, provided that every such party indicates in writing their willingness to receive such notice.

3. Additional Procedures for Service Locations with Single Family Rental Units:

For service locations where a single rental unit is located on its own meter, and the service is in the name of the member-landlord, not the tenant, DCEC shall employ the following additional procedures:

- If DCEC personnel become aware that a tenant's electric service is subject to disconnection due to a landlord's failure to pay, notwithstanding any other Cooperative policy related to the protection of members' private information, DCEC personnel may notify the renter of the amount due to avoid disconnection and provide the renter with the opportunity to pay that amount to avoid disconnection of the service.

4. Additional Procedures for Service Locations with Two or More Dwelling Units:

For service locations where two or more dwelling units are located, and where service is not separately metered, DCEC shall employ the following additional procedures:

- A copy of the notice of discontinuance shall be personally served AND sent, via USPS first class mail with ActivTrace enabled, to the owner of the dwelling or to the agent thereof to whom the most recent service bill has been sent, and the superintendent, if any, 15 days prior to discontinuance.
- A copy of such notice shall be delivered to each occupant 15 days prior to discontinuance.
- A copy of such notice shall be posted, where possible, in a conspicuous place within the dwelling 15 days prior to discontinuance.
- For multiple unit dwellings (3 or more dwelling units), a copy of such notice shall be mailed to the local health officer and commissioner of the social services district for the political subdivision in which the dwelling is located 15 days prior to discontinuance; and



- The notice shall indicate that any occupant can avoid discontinuance of service by applying for service in his/her own name, or by making payments in accordance with DCEC procedures, and that such payments may be set off against rent in accordance with NYS Real Property Law § 235.

DCEC shall not discontinue service to a multiple unit dwelling as long as the occupants continue making timely payments of current electric charges for service.

Where the obligations owed to DCEC have been satisfied, all occupants shall be notified in the same manner that it no longer intends to discontinue service.

5. Disconnect Procedures:

Summer Disconnects	Winter Disconnects
April 16 – October 31	November 1 – April 15
Disconnect at least 35 days after payment due date AND written notice served via USPS first class mail with ActivTrace enabled 15 days before disconnecting	
The Disconnect Report is created prior to the planned disconnection date.- The report process confirms: <ul style="list-style-type: none"> • Accounts receivable still includes past due balance \geq \$125 • No payment arrangements have been made. • The service is not on the medical necessity list. 	
	Winter Procedure Only: At least 72 hrs. prior to disconnect must document attempt to contact by phone at least one attempt during business hours and one attempt outside business hours (outside business hours = weekdays 6-9PM and weekends/holidays 9AM-5PM)
Must be no impairment to human health <ul style="list-style-type: none"> • If impairment, contact DSS and wait for DSS input to Cooperative • If contact cannot be made - disconnect only after it is confirmed that there will be no impairment issues; personal visit required for this analysis • <u>Impairments include:</u> <ul style="list-style-type: none"> ○ Acute illness ○ Disability and others ○ Winter Only:- the presence of young children (<14 years of age) • Dwellings where ALL residents are over 62 OR handicapped, OR under the age of 18 are handled as winter disconnects regardless of time of year.- See Winter Disconnects procedure above. 	
To avoid disconnect the member must pay their past due amount along with the applicable trip charge to DCEC personnel upon arrival at the service location.- Field personnel are not authorized to negotiate payment arrangements with members.- Requests for payment arrangements must be directed to the Billing Department.	



<p>Disconnect on Monday – Thursday during regular business hours 7:30 AM – 4:00 PM except when the office will be closed on the following day.</p> <p>Documented site visit required by DCEC personnel.</p>	<p>Disconnect on Monday – Thursday during regular business hours 7:30 AM – 4:00 PM</p> <p>Documented site visit required by DCEC personnel.</p> <p>Winter Only: If no contact is made with resident, service cannot be disconnected, but Trip Fee still applies and a door knocker envelope is left.</p>
<p>Upon disconnection, the member's account is marked as disconnected, accounts receivable is updated to include kWh charges through the time of the disconnection and all applicable disconnect fees.</p>	
<p>Disconnect remotely as long as above criteria has been met including:</p> <ul style="list-style-type: none"> • No impairment to human health • Site visit performed by DCEC personnel 	

6. Additional Guidelines for Field Disconnect Personnel

- Upon arrival at a member's location to perform a disconnection, always confirm the member's meter number and get a meter reading.
- When talking to persons at the member's location, confirm that you are speaking to the member before sharing any confidential information.- If the member is not present at the time of the disconnection, any information left for the member should be left in a sealed door-knocker envelope.- If an adult person other than the member is present at the time of the site visit, request the name of that individual and make a note of it.
- If the member is present upon your arrival to perform a disconnection, provide a copy of the "What Happens if My Service Is Disconnected?" informational pamphlet and draw their attention to the financial implications of being disconnected.- Encourage the member to speak to the Billing Department regarding payments and payment arrangements before resorting to disconnection.

7. Re-Connect Procedures

<p>Subject to requirements for payment arrangements found below in this policy, member is required to pay total amount due including past due amounts, current balance, any applicable disconnect/reconnect fees, and applicable deposit prior to re-connection.</p>
<p>DCEC must reconnect within 24 hours, or within 1 business day, of payment, whichever is later, subject to <u>Limitations on Reconnections</u> as described in numbered paragraph 9 below.</p>
<p>Field reconnection only upon confirmation that a resident is in the dwelling or reconnection waiver has been submitted by member. -If agreed by DCEC Billing and Operations departments, a remote disconnect-capable meter will be installed during field reconnection.</p>
<ul style="list-style-type: none"> • Reconnect remotely only upon phone confirmation with member while member is in attendance at home site OR • Member has the option of signing a release form for DCEC to remotely reconnect with the member not being present at the location (see attachment)

8. Limitations on Disconnections:

Between September 1 and November 1 of each year, review all disconnections during the past 12 months where service has not been restored, and contact the member/property owner to determine if continued lack of service may expose the member to serious impairment to human



health or property damage. If such determination is made, refer the account to the local social services commissioner.

The above winter disconnect procedures shall be observed throughout the year where DCEC knows, or reasonably should know, that ALL occupants are elderly OR handicapped OR 18 years or younger.

DCEC shall not discontinue service where a medical doctor or local board of health has certified in writing that discontinuance will aggravate an existing medical emergency.

If DCEC personnel become aware that disconnection of a service may create inhumane conditions for animals and due to factors such as the species, number, or location of said animals, those inhumane conditions may not be practically resolved in a timely manner following disconnection of the service, DCEC personnel, at their discretion, may refer the situation to the Cooperative's General Manager. - The General Manager shall make a determination as to whether to disconnect after discussions with DCEC personnel, and/or discussions with the member, and/or discussions with law enforcement personnel.

9. Limitations on Reconnections:

- Except in cases that in the judgement of the CEO/General Manager are emergencies, Cooperative personnel shall not be called out to perform reconnections after ~~9~~6:00 pm.
- If DCEC personnel are onsite and notice a member with a generator running prior to reconnect they will ask the member to shut it down prior to any reconnection taking place.
- If a remote reconnection is taking place, the office staff at DCEC will need to notify the member that if they have a generator running it will need to be shut down prior to the reconnect. If the member cannot or will not shut down the generator, then the meter shall not be reconnected and an additional trip charge will be applied.
- A landlord must pay the entire accounts receivable balance for a given service location before a service can be connected at that service location in the name of a tenant.

10. Fees Associated with the Disconnect/Reconnect Process

Activity	Associated Fee	Tax
Regular Hours Trip Charge	\$80	\$6.40
Regular Hours On-site Disconnect Fee (At meter)		
Regular Hours Remote Disconnect Fee (procedure still requires DCEC employee to make trip to service location)		
On-site Reconnect Fee During Regular Business Hours (7:30 AM – 4:00 PM)	\$80	\$6.40
On-site Reconnect Fee Outside Regular Business Hours (4:00 PM – 6:00 PM)	\$175	\$14.00
Remote Reconnect Fee During Regular Business Hours (7:30 AM – 4:00 PM)	\$25	\$2.00



Remote Reconnect Fee Outside Regular Business Hours (4:00 PM – 6:00 PM)	\$90	\$7.20
Disconnection/Reconnection at Transformer (2- Person Line Crew) During Regular Business Hours (7:30 AM – 4:00 PM)	\$400	\$32.00
Disconnection/Reconnection at Transformer (2-Person Line Crew) Outside Regular Business Hours (4:00 PM – 6:00 PM) -or- On-site Reconnect Fee Outside Regular Business Hours (After 6:00 PM by line crew)	\$600	\$48.00

11. Methods of Payments:

- Payments can be made by the following methods to avoid disconnection of service:
 - **VISA, MasterCard, or Discover** payments may be made through the following methods:
 - ~~Contacting the DCEC office personnel to take payment by phone~~
 - Online through SmartHub
 - 24 hours per day through the Cooperative’s automated pay-by-phone system [844-209-7162](tel:844-209-7162)
 - **Payments by check** may be made through the following methods:
 - ~~Contacting the DCEC office personnel to take payment by phone~~
 - Bringing check into DCEC office or Night-Drop Deposit Box
 - Online through SmartHub
 - 24 hours per day through the Cooperative’s automated pay-by-phone system [-844-209-7162](tel:844-209-7162)
 - Any form of courier service
 - **Please note:**
 - If a check that has been paid to avoid disconnection is returned due to insufficient funds, the member will immediately be disconnected and charged all additional appropriate fees, subject to applicable disconnect procedures.
 - If member has two returned checks within one year, DCEC will not accept a check as payment in order for a service to be reconnected.
 - **Cash, Money Order or Certified Checks**
 - Bringing checks to the DCEC office or Night-Drop Deposit Box
 - Any form of courier service

12. Payment Arrangement Procedure:

- Each payment under any arrangement must include current charges and a portion of arrears, including interest.
- Except as noted below, the Cooperative cannot require any payment arrangement made to avoid disconnection or made in relation to a re-connection to include a down payment greater than one-half of the amount due or three months average billing, whichever is

less.- The amount due may include accounts receivable, fees, and a deposit, if applicable. In cases where the member has a history of reconnecting his own service or not honoring previous agreements the Cooperative may require that the member make full payment of all amounts due before service is restored.

- Social Service or any other Energy Assistance Payments (EAP) will hold the account from disconnect for a benefit period of 30 days per benefit guarantee.
- Each time a payment arrangement is made with a member, the member shall be notified in writing that, “This is a binding payment agreement.- If you fail to meet your obligation to pay the specified amounts on the specified days per this agreement, you will become subject to disconnection without any further notice.”- For purposes of Payment Arrangement notification described herein, e-mail notification shall be considered equivalent to notification “in writing.”

13. Deposit:

- Deposits will be assessed in accordance with DCEC’s Deposit Policy.

14. DCEC Meter Tampering and Theft of Service Procedure:

- When meter tampering or theft of services are suspected:
 - DCEC will investigate through the use of an AMR program and determine if a site visit is necessary.- When deemed necessary, DCEC will perform a site visit and will take pictures to verify.
 - DCEC will schedule with either the NYS Police or the appropriate County Sheriff’s Department a meeting at the service address for the service in question.
 - After a careful investigation of the service by DCEC and law enforcement personnel, DCEC will follow the proper law enforcement procedures to process the ~~violation, or~~ violation or will determine no violation occurred.
 - If a violation is found to have occurred, DCEC will file charges against the member.
 - DCEC will disconnect the service immediately subject to winter disconnect procedures, in such a manner, that the service cannot be reconnected except by line personnel.
 - DCEC will calculate the total amount due to DCEC, including meter tampering fees as defined in DCEC’s service rules and regulations, and disclose this information to the law enforcement agency.
 - The DCEC attorney will be contacted to continue the case and prosecute the member to the fullest extent of the law.
 - The account will remain disconnected until all amounts due are paid to the court or DCEC.
 - DCEC reserves the right to monitor usage electronically and by on-site physical inspection of affected services in cases where theft of service has occurred.

15. Electronic Meter Requirement:

- DCEC reserves the right to utilize whatever metering technology we deem necessary to conduct Cooperative business. If the member refuses to allow DCEC to utilize the



technology, they are in essence refusing service and will be disconnected except as noted in the Cooperative's Service Rules and Regulations, Section 26, Smart Meter Opt Out.

RESPONSIBILITY: General Manager, Operations Manager, Billing Specialist, and Billing Assistant

DELAWARE COUNTY ELECTRIC COOPERATIVE, INC

Approved by Board of Directors	July 24, 2012
Revised by Board of Directors	August, 28, 2012
Revised by Board of Directors	May 27, 2014
Revised by Board of Directors	March 22, 2016
Revised by Board of Directors	June 28, 2016
Revised by Board of Directors	November 22, 2016
Revised by Board of Directors	May 29, 2018
Revised by Board of Directors	July 24, 2018
Revised by Board of Directors	December 28, 2021
<u>Revised by Board of Directors</u>	<u>January 31, 2023</u>



5 N. Depot Street
PO Box 471
Delhi, NY 13753

GENERAL RELEASE

NEW SERVICE CONNECTION/ EXISTING SERVICE RECONNECTION WAIVER

The undersigned ("Releasor"), being a member and customer of the Delaware County Electric Cooperative, Inc. ("the Cooperative"),

Jane Member
123 Road
Town, ST 98765-4321

receiving electric service from the Cooperative as described as **Location # ZZ-99-99-99Z** ("the Premises"), and in consideration of the Cooperative's willingness, at Releasor's request, to connect new service or reconnect existing service at the Premises without the presence of an adult at the time of reconnection upon the following representations:

- That Releasor understands an initial connection or subsequent reconnection of electrical service at the Premises without an adult present creates a risk of loss of or damage to the Premises; and
- That Releasor is aware of the status of all electric loads within the Premises, that those loads were left in safe condition when Releasor or their agent left the Premises, and that Releasor is not aware of any change in condition which would make reconnection unsafe;

Hereby releases and discharges the Cooperative, as RELEASEE, as well as the RELEASEE'S heirs, executors, administrators, successors and assigns from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASORS, RELEASORS'S heirs, executors, administrators, successors, and assigns ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever arising from, directly or indirectly, the reconnection of electric service at the Premises.

This RELEASE may not be changed orally.

Signature: _____ Date: _____
(RELEASOR)

IN WITNESS WHEREOF, the RELEASOR has hereunto set his/her hand on the
____ day of _____, 202____.

Witness: _____ Date: _____

Print Name: _____



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

Revised ~~October 25, 2022~~ January 31, 2023

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1) OFFICE HOURS

Regular operating hours are from 7:30 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 are 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 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 property arising from negligent acts on the part of the consumer, the cost of necessary repairs or replacements shall be borne by the consumer. Wrecked or damaged poles, lines, etc. that are the result of any individuals actions, will be billed at actual cost, plus the applicable overhead rates, which shall be borne by the individual responsible for the damage.

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. Filing a written or electronic application for membership.
2. Agreeing to purchase from the Cooperative all electric energy used on his premises, (except energy generated by and for his 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 Articles of Incorporation and by-laws of the Cooperative and any policies, rules and regulations adopted by the Board of Directors, such by-laws, policies, rules, and regulations being available for review by members at www.dce.coop or by request at the Cooperative's office at 5 North Depot St. in Delhi, NY.
4. Paying a membership fee.

Acceptance of this application by the Cooperative shall constitute an 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. A membership fee is not transferable, nor is it 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.

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 90 days after being notified by the Cooperative in writing, or electric service will be discontinued.

9) SERVICE ENTRANCE REQUIREMENTS

All services, which are newly wired, 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 building 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 building 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 will 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 hazardous to life or property, the owner of the premises shall be notified immediately with recommendation for corrective measures. If the necessary corrective measures are not made 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 ease 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 the resale of electricity by its members or consumers to other consumers. 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 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) 30 feet wide as designated by the Cooperative.
- 5) Service entrance located on the outside of a permanent building or on a member owned meter pole.
- 6) 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.
- 7) 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.
- 8) Any or all inspections required by the Cooperative or the Fire Underwriters inspection agency will be paid by the member.
- 9) All forms to be completed and all required payments to be made in advance of construction.
- 10) 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 following:

- 1) 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 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 crews 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 crews. Maintenance of all connections within transformer enclosures will be done by Cooperative crews.
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 member's cost.

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 the electric line for the purpose of building may do so providing the member pays the actual cost of moving the lines. 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) 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.

21) DISHONORED CHECKS

When dishonored checks are returned from the bank, the member will be notified by a letter, requesting that the dishonored check plus a \$20.00 handling charge be paid within ten days and all bank penalties, if any shall be applied. If the dishonored check is not taken care of after ten days, the service shall be disconnected. After three (3) dishonored checks are received by the Cooperative from a member, all electric bills thereafter shall be paid by cash, cashier check or money order.

22) SECURITY DEPOSITS

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

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

Eligible members may, by application, be billed on a budget plan as follows:

For the FIXED budget plan, one/eleventh of the annual estimated net billing will be billed for each of 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 payment three (3) times are subject to be removed from the FIXED budget plan. FIXED budget billing commences with the July billing.

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.

24) 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.

25) 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.

26) 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 of required wattage, 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 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 excessive because of vandalism and other causes.

27) METER TESTING

See DCEC's Meter Testing Policy.

28) 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

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.

person at the Cooperative office in order that arrangements may be made for disconnecting the service and for mailing final bills, refunds, etc.

29) 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 contractual obligation upon termination of service. Members will continue to receive capital credit retirements after termination of service.

30) 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.

31) 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

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 -	\$ 21.05 ^{22.00} *
All kWh, per kWh -	\$0.10895
Formulary rate rider, per kWh	\$0.0000*
>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 Fixed Monthly Charge will increase by 50 cents in January of 2023 resulting in a Fixed Monthly Charge of \$22.00 in January of 2023

* 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 last approved by the board was \$0.0030 and may be suspended/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

~~October 2022~~ January 2023

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 -	\$ 22.00 ^{50*}
All kWh, per kWh -	\$0.08895
Formulary rate rider, per kWh	\$0.0000 [*]
>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 Fixed Monthly Charge will increase by 50 cents in January of 2023 resulting in a Fixed Monthly Charge of \$22.00 in January of 2023~~

~~* 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 last approved by the board was \$0.0030 and may be suspended/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

~~October 2022~~ January 2023

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 -	\$ 276.05 [*]
All kWh, per kWh -	\$0.12500
Formulary rate rider, per kWh	\$0.000 [*]
>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 Fixed Monthly Charge will increase by 50 cents in January of 2023 resulting in a Fixed Monthly Charge of \$27.00 in January of 2023~~

~~* 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 last approved by the board was \$0.0030 and may be suspended/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

~~October 2022~~January 2023

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 -	\$ 21.05 [*]
All kWh, per kWh	\$0.11273
Formulary rate rider, per kWh	\$0.0000 [*]
>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 Fixed Monthly Charge will increase by 50 cents in January of 2023 resulting in a Fixed Monthly Charge of \$22.00 in January of 2023~~

~~* 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 last approved by the board was \$0.0030 and may be suspended/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

~~October 2022~~January 2023

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 -	\$40.00
Demand Charge, all kW, per kW -	\$7.00
Energy Charge, all kWh, per kWh -	\$0.07500
Formulary rate rider, per kWh	\$0.0000*
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 last approved by the board was \$0.0030 and may be suspended/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:

- Minimum 25 kW or the demand specified by contract – or –
- 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

~~October 2022~~ January 2023

DCEC Rules & Regulations

Board Revised ~~01/19/2023~~ 01/25/2023

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.

MONTHLY RATE COMPONENT	RATE
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	\$0.0000*

* 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 last approved by the board was \$0.0030 and may be suspended/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

~~October 2022~~ 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.

MONTHLY RATE COMPONENT

RATE

Fixed Monthly Charge -	\$21 0.05 0*
All kWh, per kWh	\$0.10326
Formulary rate rider, per kWh	\$0.0000*
>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 Fixed Monthly Charge will increase by 50 cents in January of 2023 resulting in a Fixed Monthly Charge of \$21.00 in January of 2023~~

~~* 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 last approved by the board was \$0.0030 and may be suspended/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

~~October 2022~~ January 2023

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

~~October 2022~~ January 2023

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

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	\$0.0000 / 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 last approved by the board was \$0.0030 and may be suspended/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

DCEC Rules & Regulations

Board Revised 01/19/3125/20232

