

NOTICE OF BOARD MEETING

The regular meeting of the Board of Directors of the Delaware County Electric Cooperative, Inc. will be held **Tuesday, October 25, 2022, at 5:00 pm**
Location is room 109 at the Co-op's office, 5 North Depot Street, Delhi, New York 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 September 27, 2022 Regular Meeting [packet pages 2-7]
 - b. New Memberships [packet page 8]
 - c. Bad Debt Collection Report & Resolution [packet pages 9-10]
 - d. Director Compensation [packet page 11; individual handout]
 - e. Corporate Calendar [packet page 12]
- III. Review of Policies:
 - a. Poles, Joint Use of [packet pages 13-18]
 - b. Service Rules and Regulation [packet pages 19-39]
- IV. Discussion of Policies:
 - a. November 2022: Records Management, Retention, and Public Access; Member-Owned Distributed Generation
 - b. December 2022: Safety RESAP; Donations
- V. Employee Handbook: [packet pages 40-75]
- VI. Strategic Plan Discussion: [packet pages 76-77]
- VII. Resolution – implementation of previously delayed service charge increase: [packet page 78]
- VIII. CFO Cannizzaro's Monthly Report: [packet page 79]
 - a. Monthly Financials (September 2022) [handout]
- IX. Operations Manager Sullivan's Monthly Report: [packet page 80]
 - a. Quarterly Fleet Report [presentation]
- X. CSA Linehan's Monthly Report:
 - a. Member Engagement, social media, Media & Website [packet page 81]
- XI. CEO/General Manager John Gasstrom's Report: [packet page 82]
- XII. Director/Staff Association Reports:
 - a. NYAPP Monthly Meeting 09/30/22 [report from attendees]
 - b. NYAPP Quarterly 10/12/22 – 10/13/22, Corning
 - c. Oneida-Madison Electric Cooperative, Inc. Annual Meeting – 10/07/22, Madison
 - d. Steuben Rural Electric Cooperative Annual Meeting – 10/15/22, Canisteo
- XIII. New Business:
- XIV. Future Business:
 - a. DCEC Finance Committee Meeting 11/01/22 @ 5pm
 - i. Cost of Service Discussion
 - b. DCEC Regular Board Meeting, Tuesday, 11/22/22 @ 5pm
 - i. Line Crew Update to Board
 - c. Discussion of December Board Meeting start time
- XV. Executive Session:
- XVI. 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
September 27, 2022

I. Opening Business: The regular monthly meeting of the Board of Directors of the Delaware County Electric Cooperative, Inc. was held September 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 5:15 p.m. by President Pick.

B. Roll Call - Determination of Quorum:

Stephen Oles	P
Edward Pick Jr.	P
Paul Menke	P
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, and DCEC's CSA Janelle Linehan. DCEC's Legal Counsel Jeffrey Clark from Livingston Associates participated via phone conference.

C. Introduction of new Director, Edward Furgol

President Pick introduced and welcomed Director Furgol.

D. Adoption of Agenda: A motion was made by Director Burnett to adoption the agenda. The motion was seconded by Secretary Wehmeyer. The motion passed.

II. Adjourn from Regular Board Meeting to Resume the Annual Organizational Meeting

- a. Minutes from Annual Organizational Meeting following Annual Mtg
Minutes signed by Secretary Wehmeyer.
- b. Reviewing Conflict of Interest Policy
- c. Cooperative Officers Job Descriptions Review
- d. Nomination and Election of Officers

President Pick made motion to keep all officers (President Pick, Vice President Russell, Secretary Wehmeyer & Treasurer Menke) in same rolls for one year. All directors in agreement.

**Delaware County Electric Cooperative
Organizational Meeting Template
September 9, 2022 and September 27, 2022**

Explanation of Meeting's Purpose: The purpose of the annual organizational meeting is for the board of directors to nominate and elect officers and, if practical, for the President to appoint committee members for the Finance, Organization and Staffing, Insurance, and HQ Project committees.

I. Officer Nomination and Election:

President: Rusty Pick

Vice President: Jeffrey Russell

Secretary: Laurie Wehmeyer

Treasurer: Paul Menke

Contested elections should be conducted with a secret ballot. Uncontested elections can be conducted by a motion, second, and voice vote to cast a single ballot for the candidate or slate of candidates.

- e. Review Committee responsibilities summary
- f. Committee Appointments

**Delaware County Electric Cooperative
Organizational Meeting Template
September 9, 2022 and September 27, 2022**

I. Committee Appointments: The President may appoint members to the active committees:

Finance:

2022-2023 Members: Director Oles, Director Russell, Director Wehmeyer, Director Pick, Director Menke, Director Burnett, and Director Furgol. Director Menke will serve as the Committee Chairperson.

2021-2022 Members: Director Oles, Director Russell, Director Wehmeyer, Director Pick, Director Menke, Director Burnett, and Director Tosi. Director Menke will serve as the Committee Chairperson.

Organizational & Staffing:

2022-2023 Members: Director Oles, Director Russell, Director Wehmeyer, Director Pick, Director Menke, Director Burnett, and Director Furgol. Director Menke will serve as the Committee Chairperson.

2021-2022 Members: Director Oles, Director Russell, Director Wehmeyer, Director Pick, Director Menke, Director Burnett, and Director Tosi. Director Russell served as the Committee Chairperson.

Insurance:

2022-2023 Members: Director Pick & Director Burnett.

2021-2022 Members: Director Pick & Director Burnett. 2020-2022 Insurance Committee did not meet.

HQ Project:

2022-2023 Members: Director Pick & Director Russell, Change this committee name to “Facilities Committee.”

2020-2022 HQ Project Committee did not meet due to completion.

2018-2019 Members: Director Pick & Director Russell.

II. Additional Committees Needed:

- g. Consideration of update to by-laws to change timing of Reorganizational Meeting - Article 6, section 2
CEO Gasstrom and Attorney Clark had discussed this and Article 6, section 2 shall be made more clear when there are other by-law changes to be made.
- h. Adjourn Organizational Meeting to Resume the Regular Monthly Board Meeting

III. Consent Agenda: A motion was made to approve the consent agenda as presented by Vice President Russell. The motion was seconded by Director Burnett. The motion passed.

IV. Policies:

- A. Line Extensions for New Services: A motion was made to approve the policy by Director Oles. The motion was seconded by Director Furgol. The motion passed.
- B. Pandemic Related Infectious Disease: A motion was made to approve the policy by Director Oles. The motion was seconded by Director Menke. The motion passed.

V. Discussion of Policies:

CSA Linehan passed out a handout of directions for the Board to be able to find the upcoming policies on DCEC's Intranet.

VI. Cost of Service Discussion:

CEO Gasstrom and CFO Cannizzaro gave a verbal overview of the COS study. There will be further discussion with prepared materials at the Finance Committee Meeting on 11/01/2022. CEO also mentioned past resolution to increase service charge by \$0.50 that was delayed due to pandemic. Increase was supposed to automatically go into effect after lifting of State of Emergency. CEO recommended implementing January 1, 2023 and will discuss with NYPA and will follow up at October Board Meeting.

VII. CFO Cannizzaro's Monthly Financial Reports:

CFO discussed the internal change of payment procedures and reviewed the staffing changes. Financials - highlighted Lines 7 and 11 of the income statement, Lines 9, 20, and 48 of the balance sheet.

VIII. Operations Manager Sullivan's Monthly Report:

Ops Manager discussed notable outages and occurrences and updates on special projects. Gave full Tree Crew Report.

IX. CSA Linehan's Monthly Report:

CSA discussed member engagement, social media, and website transition status to be completed by December 1, 2022.

X. CEO/General Manager John Gasstrom's Report:

CEO discussed Government Relations and Outside Associations, Community Involvement, Employee Relations and Facilities Update.

XI. 2022 Annual Meeting of Members:

- a. Signing of 2021's Annual Meeting Minutes
- b. Review of Member Questions
Handout of member questions from Annual Meeting. Brief discussion.
- c. Review of Annual Meeting
Received suggestions/comments from Board: (1) have Board on stage if speaker is on stage (2) pre-record for virtual attendees (3) chicken dinner beforehand preferred/need more DCEC staff to help with this (4) did not like limited number of door prizes from ~7 members
- d. Motion from the floor for committee/working group
Call this "Advocacy Group," share on social media

XII. Director/Staff Association Reports:

- a. NYSRECA Government Relations Committee 09/09/22
CEO Gasstrom and President Pick gave report from meeting.
- b. NRECA Regional Meeting
President Pick gave report from meeting.

XIII. Discussion of Christmas Party and Jackets:

Discussion of having Christmas party for staff and giving DCEC logoed jackets instead of hams for employee gifts.

XIV. New Business:

There were forms and paperwork to add new CEO Gasstrom to bank. Bank resolution was brought forth. Director Furgol made motion to accept. Director Oles seconded. Motion passed.

XV. Future Business:

- a. NYAPP Monthly Meeting 09/30/22
- b. DCEC Regular Board Meeting, Tuesday, 10/25/22 @ 5pm
 - i. Fleet Update to Board
 - ii. Strategic Plan Discussion
- c. Oneida-Madison Electric Cooperative, Inc. Annual Meeting – 10/07/22, Madison
- d. NYAPP Quarterly 10/12/22 – 10/13/22, Corning
- e. Steuben Rural Electric Cooperative Annual Meeting – 10/15/22, Canisteo
- f. DCEC Finance Committee Meeting 11/01/22 @ 5pm

XVI. Executive Session:

None

XVII. Adjournment: There being no further business on the agenda, President Pick adjourned the meeting at 8:15 p.m.

Respectfully submitted,

Secretary, Laurie Wehmeyer

Delaware County Electric Cooperative, Inc.

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

607-746-2341

NEW MEMBERSHIPS – October 18, 2022

ACCT #	LOCATION	FIRST NAME	LAST NAME	ADDRESS	CITY, STATE, ZIP	FORMER/ RENTING/ NEW SERVICE
19050-001	KO 1-49-3D	Debra	Maison	53 Stewart Rd.	East Meredith, NY 13757	David Maison
19046-001	KO 2-41-13	Eva	Green	12525 Turnpike Rd.	East Meredith, NY 13757	Laurie E. Wagner
18992-001	KO 2-52-43	Dmytro	Marchuk	5218 39 th Ave, Apt 3C	Woodside, NY 11377	New Service BWO# 22251000
19031-001	KO 2-42-3	Richard & Margaret	Kenyon	5919 Co. Hwy 12	East Meredith, NY 13757	Richard M. Kenyon
19036-001	SI 3-14-29	David	Lee	14 Rees Dr.	Willow Street, PA 17584	Mark Jacobs
19051-001	KO 2-41-8	Michael	McHugh	5369 CR-12	East Meredith, NY 13757	Ronald A. Gatto
19044-001	DA 1-37-1B	Dennis	Chamberlain	342 Pine Laker Rd.	Oneonta, NY 13820	Gertrude Chamberlain
19045-001	KO 2-62-2	Larry J. & Betty I.	Soule	2914 County Highway 33	Bloomville NY 13739	Larry J. Soule
19030-001	DE 4-27-4B	King	White	5 Charles Lane	Pomona, NY 10970	Leland Stein
19028-001	GI 2-48-1D	GHD	Stamford, LLC	1850 W. Division St.	Chicago, IL 60622	Kimberly Logue
19032-001	ME 1-55-1	Brian	Gesell	618 Houghtaling Hollow	East Meredith, NY 13757	Bruce Gesell
19041-001	CO 4-77-16A	Matthew	Peters	661 Jersey Ave, Apt. 3	Jersey City, NJ 07302	Anna Orlova
19021-001	HF 2-33-23A	Bahar	Zoghi	12 Maryland Street	Dix Hills, NY 11746	Donald & June Carter
19033-001	DE 4-27-4A	Nicholas N.	Rivera	49 Korean Jay Drive	Middletown, NY 10940	Leland Stein
19034-001	AN 5-41 20	Sullivan	O'Brien	53 Cromwell Pl.	Sea Cliff, NY 11579	OO
19048-001	DE 4-28-22	Stephen	Kisly	202 Locust Drive	Cranford, NJ 07016	Raymond J. Ferrara
19049-001	JE 2-37-4	Joseph	Roberts	1235 Gun House Hill Rd.	Hobart, NY 13788	Allison McGraw
18981-001	JE 2-27-3E	James	Reeves	P.O. Box 281	Jefferson, NY 12093	Mary Beth Robinson
19027-001	FR 4-4-2A	Dan	Derks	4716 W Platner Brook Rd.	Delhi, NY 13753	Tammra Tully
19023-001	WA 4-22-3C	Fred	Winkler	33 Oak St.	Hillsdale, NJ 07642	Linda M. Rice
19029-001	ME 1-68-10D	James	Conlin	1012 Crest Circle	Cincinnati, OH 45208	Kristin Conlin
19025-001	BO 2-83-4	Miles	Bellamy	PO Box 90	Bovina, NY 13740	Eric Heist
19024-001	WA 3-37-2D	Jeffrey	Bornschein	19 Granada Circle	Mt. Sinai, NY 11766	New Service WO#220293
18731-001	JE 2-25-9K	Ashley	Matzen	85 Midway St.	Babylon, NY 11702	New Service BWO# 7717
19026-001	JE 2-16-9A	Richard	Boel	562 Moxley St.	Jefferson, NY 12093	Gail White



October 18, 2022

BAD DEBT COLLECTION

* **PLEASE NOTE:** The amounts below were recovered through capital credit retirements,
Southern Tier Credit Center & DCEC through August 2022.
Total recovered: \$59.16

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
\$24.20	Justine Galante	\$2.56				\$21.64
\$ 68.00	Michael Papa	\$61.17				\$6.83
\$ 25.43	Ernest Telian	\$25.43				\$0.00

* 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
October 25, 2022

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 \$1,663.21 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>
17034001	GI 2-38-15B	Corynn Vaneck	\$28.05	
17300001	AN 7-9-16	Joyce O'Connor		\$ 94.12
16798003	DA 1-47-20	Brian Ballard		\$1,541.04
			<hr/>	<hr/>
			\$ 28.05	\$ 1,635.16

October 25, 2022

Laurie Wehmeyer
SECRETARY

Director Compensation Report

2022 Director Compensation Report					Report Date:		18-Oct-2022				
	<u>Director</u>	<u>Officer</u>	<u>CCD</u>	<u>Per Diem</u>	<u>Pers Mileage*</u>		<u>Comp YTD**</u>	<u>Mileage YTD</u>	<u>TOTAL YTD</u>	<u>Balance Due (YTD)</u>	
1	Burnett	No	Yes	\$ 350	17	\$ 10.63	\$ 5,200.00	\$ 154.69	\$ 5,354.69	\$ 360.63	
2	Furgol	No	No	\$ 300	9	\$ 5.63	\$600.00	\$11.26	\$ 611.26	\$ 611.26	
3	Menke	Yes	Yes	\$ 375	15	\$ 9.38	\$ 6,675.00	\$ 406.80	\$ 7,081.80	\$ 384.38	
4	Oles	No	Yes	\$ 350	14	\$ 8.75	\$ 6,850.00	\$ 404.06	\$ 7,254.06	\$ 358.75	
5	Pick	Yes	Yes	\$ 375	44	\$ 27.50	\$ 14,825.00	\$ 1,710.28	\$ 16,535.28	\$ 402.50	
6	Russell	Yes	Yes	\$ 375	44	\$ 27.50	\$ 7,150.00	\$ 713.74	\$ 7,863.74	\$ 402.50	
7	Tosi	No	Yes	\$ 350	20	\$ 12.50	\$ 3,600.00	\$ 93.60	\$ 3,693.60	\$ -	
8	Wehmeyer	Yes	Yes	\$ 375	52	\$ 32.50	\$ 7,800.00	\$ 503.36	\$ 8,303.36	\$ 407.50	
	TOTAL:						\$ 52,700.00	\$ 3,997.79	\$ 56,697.79	\$ 2,927.52	
NOTES:		1) Board policy identifies \$300 per diem compensation + \$25 for officers + \$50 for CCD directors.									
	*	2) Mileage to/from regular meetings @ IRS per mile rates of.....								\$0.585	
	**	3) Compensation YTD reflects total taxable amount earned (excludes reimburseable expenses such as mileage)								\$0.625	
		4) Compensation for co-op-related "Short Activities" @ \$100 per meeting (per Jan2013 Board Resolution)									

DIV	ACTIVITY	O	N	D	J	F	M	A	M	J	J	A	S	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

POLICY

SUBJECT: Poles, Joint Use of

POLICY:

I. Requirement for Joint Use Agreement and Pole Attachment Permit Application

Any or all utilities desiring to use in any way, the poles belonging to the Cooperative, shall before making any attachment to said pole or poles:

1. Enter into a contract for a “Joint Use Agreement” with the Cooperative.
2. Submit a pole attachment permit application in accordance with the Joint Use Agreement with a maximum number of one hundred (100) poles on any one attachment permit application. Poles on a single pole attachment permit application shall be part of a single project within a contiguous portion of the Cooperative’s service area.
3. Pay a non-refundable permit application fee of \$25 per pole on the applicable pole attachment permit application with a minimum permit application fee of \$300 regardless of the number of poles. For example, a 10-pole permit application would be \$300 due to the minimum fee, a 20-pole permit application fee would be \$500, and a 100-pole permit application would be \$2,500. The permit application fee covers the following services provided by the Cooperative:
 - a. Ride-out and estimation services in accordance with Article II herein, and
 - b. Inspection services in accordance with Articles IX and XII herein.
4. If the Attaching Utility does not perform a ride-out with the Cooperative within 180 days of the submission of a permit application, the application shall be null and void. If the Attaching Utility decides to pursue those same attachments at another time, then a new pole attachment permit application and accompanying fee shall be required.

II. Ride-out and Estimate

After receiving a properly completed pole attachment permit application and the applicable application fee, the Cooperative shall:

1. Provide a pre-construction ride-out in conjunction with the Attaching Utility’s designated field representative at no additional cost to the Attaching Utility.
2. At no additional cost to the Attaching Utility, provide a written summary of make-ready work required to accommodate the attachment request, including estimated cost of make-ready construction.

III. Authorization and Payment by Attaching Utility

The Attaching Utility then shall:

1. review the required make-ready work, evaluate the estimated cost, and determine whether to proceed with the proposed attachment(s), and
2. sign and return the make-ready estimate to the Cooperative, thus authorizing the Cooperative to proceed with the make-ready construction at the sole cost of the Attaching Utility, and
3. pay to the Cooperative the estimated cost of make-ready work.



IV. Make-Ready Construction by Cooperative

After receipt of payment from the Attaching Utility, the Cooperative shall perform detailed staking, design, and procurement activities necessary to perform the make-ready work. The Cooperative shall complete the make-ready construction work, including pole replacements, in accordance with the Cooperative's own construction standards and the National Electric Safety Code. Make-ready construction work will be scheduled in consideration of the Attaching Utility's preferences and the various operations and maintenance responsibilities of the Cooperative.

V. Notification of Make-Ready Completion by Cooperative

Upon completion of the make-ready work, the Cooperative shall notify the Attaching Utility:

1. that the Attaching Utility is permitted to perform attachment construction, and
2. any restriction on or special instructions related to where or how the Attaching Utility is permitted to attach to the Cooperative's pole(s).

VI. Reconciliation of Make-Ready Costs by Cooperative

Within 90 days of completion of the make-ready construction work, the Cooperative shall close the work order used to track the make-ready costs, reconcile the actual make-ready costs with the estimated payment made by the Attaching Utility, and bill or credit the Attaching Utility for the amount of underpayment or over-payment. Credits to the Attaching Utility will be issued via a check, sent to the address designated by the Attaching Utility in the Join Use Agreement.

VII. Proof of Insurance by Attaching Utility

Prior to commencing attachments, the Attaching Utility shall provide certificates of insurance to the Cooperative in accordance with the Cooperative's Contractor Insurance Requirements policy. Certificates are required for the Attaching Utility, any contractors hired by the Attaching Utility, and any subcontractors of the Attaching Utility.

VIII. Attachment Construction by Attaching Utility

The Attaching Utility shall perform, or shall have performed by a qualified contractor, the attachment construction in accordance with all instructions provided by the Cooperative in the notification of make-ready completion (see Article V). The Attaching Utility shall notify the Cooperative upon completion of the attachment construction.

IX. Inspection of Attachments by Cooperative

Within 90 days of notification that attachment construction is complete, and at no additional cost to the Attaching Utility, the Cooperative shall perform a field inspection of the completed attachment construction, including the following:

1. compliance with specific instructions given to the Attaching Utility by the Cooperative in accordance with Article V above, and
2. compliance with ground clearance requirements per the NESC, and
3. compliance with electric conductor clearance requirements per the NESC.



The Cooperative shall notify the Attaching Utility of any inspection failures. The Attaching Utility shall respond and remedy inspection failures in a manner and timeline appropriate to the safety criticality of the failure, but in no event shall the remedy timeline exceed 180 days beyond the notification date. The Attaching Utility shall notify the Cooperative upon completion of the remedy. In cases where, in the sole discretion of the Cooperative, re-inspection of remedies is appropriate, the Cooperative shall perform the inspection and bill the Attaching Utility for inspection services on a time-and-material basis.

X. Annual Attachment Fee Paid by Attaching Utility

An annual attachment fee shall be payable by the Attaching Utility to the Cooperative. The Cooperative shall issue annual invoices on or about December 31 of each year. The number of attachments billed to the Attaching Utility shall equal the number billed the prior year, plus the number of new attachments that were installed by the Attaching Utility and Inspected by the Cooperative since the last invoice date, minus any attachments removed by the Attaching Utility since the last invoice date. The payment shall be due to the Cooperative by February 1 following the issuance of the invoice. Attaching Utilities that fail to pay the annual attachment fee by the due date will be subject to late fees and other penalties in accordance with the Joint Use Agreement.

XI. Pole Attachment Rate Set by Cooperative

The attachment fee will be set by the Cooperative. The Cooperative shall use an equitable, cost-based methodology as a guide when establishing the annual pole attachment rate. The cost-based methodology may include, but not be limited to consideration of Operations and Maintenance Costs, Administrative and General Costs, Depreciation, Long Term Interest, and Other Interests and Deductions, but may exclude Patronage Capital / Margins. The cost-based methodology may allocate costs based on a pro-rata share of pole plant as a share of total utility plant.

XII. Removal of Attachments by Attaching Utility

In the event that the Attaching Utility removes their attachment(s) from the Cooperative's pole(s), the Attaching Utility shall:

1. return the Cooperative's pole and surrounding area to substantially the same configuration that it was in prior the attachment, which would include the removal of guys that had been installed to offset forces created by the attachment, and
2. notify the Cooperative that the attachment(s) have been removed.

The Cooperative may, at its sole discretion, and at no additional cost to the Attaching Utility, inspect poles from which attachments have been removed. Inspections after removal of attachments work the same as inspections after construction of attachments in all material respects (see Article IX above).

XIII. Replacement by Cooperative of Poles with Attachments

In the event that the Cooperative, in its sole discretion, deems it necessary or appropriate to change, alter, relocate, remove or add to existing Cooperative plant in order to meet its own operational needs or to accommodate foreign utilities other than the existing Attaching Utility, the



Cooperative will notify the Attaching Utility of the need to transfer existing attachments from the old pole to the new pole.

XIV. Double Wood Removal by Attaching Utility

The Attaching Utility shall transfer its existing attachments from the old pole to the new pole within 180 days of notification. The last Attaching Utility to transfer their attachment from the old pole shall uninstall that pole, remove the pole from the right-of-way, leave the right-of-way in a safe condition, and properly dispose of the old pole in a safe and environmentally responsible manner. Failure of the Attaching Utility to do so shall invoke the “Double Wood Removal by Cooperative” clause below (see Article XIV).

XV. Double Wood Removal by Cooperative

If the Attaching Utility does not complete the transfer from and removal of an old pole within 180 days of notification by the Cooperative, then the Cooperative shall take the following steps to remove the pole:

1. Hire a qualified contractor to transfer the Attaching Utility’s attachments from the old pole to the new pole. The contractor will be instructed to use reasonable and customary utility practices during the transfer of the attachment from the old pole to the new pole in order to preserve the existing condition of the attached messenger/wire/conductor/fiber. The contractor will be responsible to remove the old pole from the right-of-way.
2. Pay the invoice issued to the Cooperative by the contractor.
3. Invoice the Attaching Utility as a pass-through of the amount paid to the Contractor. If the Attaching Utility does not pay the invoice in accordance with the Joint Use Agreement, the Cooperative shall seek remedy, also in accordance with the Joint Use Agreement, up to and including termination of the Joint Use Agreement.

XVI. Double Wood Special Case – Underground Electric Service to Member

In some cases when the Cooperative replaces poles in accordance with Article XIII, a member of the Cooperative will have an underground electric service attached to the old pole, which creates a special case double wood scenario. The cause for the pole replacement shall determine who pays for moving the underground electric service to the new pole:

1. If the pole is replaced in order to meet the needs of an Attaching Utility, then the Attaching Utility shall pay to move the electric service. The costs of electricians and inspectors, as necessary to move the service, will be initially paid by the Cooperative and those costs will be accumulated on the open work order associated with the Attaching Utility’s make-ready work. Upon completion of the make-ready work and reconciliation of the make-ready costs, the Attaching Utility shall be billed in accordance with Article VI herein.
2. If the pole is moved to improve operational efficiency of the Cooperative, as is the case when primary electric lines are moved closer to the road to be more accessible, then the Cooperative shall pay to move the electric service. The costs of electricians and inspectors, as necessary to move the service, will be paid by the Cooperative and those costs will be accumulated on the open system improvement work order associated with the line relocation. Upon completion of the line relocation, the work order will be capitalized.



-
3. If the pole is replaced due to age or condition, such as when a pole is identified for replacement through the Cooperative's regular pole inspection program, then the member shall pay to move the electric service.

XVII. Moving Electric Services – Process When Member Pays

In special cases of double-wood when members pay in accordance with Article XVI, numbered item 3 supra, the Cooperative shall notify the affected member that the member has 180 days to move their electric service to the new pole at the member's expense. If the grounding associated with the electric service is affected by the move, then the service must be inspected by Cooperative-approved third-party electrical inspector. Service entrances shall meet the Cooperative's minimum requirements/specifications as published on the Cooperative's website.

To assist the member in transferring their service to the new pole, the Cooperative shall, at no cost to the member, provide temporary disconnections and reconnections at the transformer and shall provide supply and install the conduit, cable and weatherhead from the top of the new pole to the member installed meter pan.

Members who fail to move their underground electric service to the new pole within 180 days shall be disconnected, subject to the notification requirements in the Cooperative's Disconnect policy.

XVIII. Cooperative Attachment to Poles Belonging to Other Utilities

The Cooperative will not attach to or use the poles belonging to any other utilities without a signed agreement.

PROCEDURE: As outlined in Policy (see attached schedule)

RESPONSIBILITY: The Operations Manager

DELAWARE COUNTY ELECTRIC COOPERATIVE, INC.

Approved by Board of Directors	Jun 21, 1961
Reviewed by Board of Directors	Dec 19, 1973
Revised by Board of Directors	Aug 20, 1980
Reviewed by Board of Directors	Oct 24, 1989
Revised by Board of Directors	Mar 22, 1994
Revised by Board of Directors	Aug 28, 2012
Revised by Board of Directors	Aug 27, 2013
Revised by Board of Directors	Aug 26, 2014
Reviewed by Board of Directors	Sep 22, 2015
Reviewed by Board of Directors	Sep 27, 2016
Revised by Board of Directors	Sep 25, 2017
Reviewed by Board of Directors	Oct 23, 2018
Reviewed by Board of Directors	Apr 23, 2019
Revised by Board of Directors	Aug 25, 2020
Reviewed by Board of Directors	Oct 25, 2022



RATE HISTORY	Effective 09/30/73 attachment fee increased to \$4.00
	Effective 09/30/78 attachment fee increased to \$5.00
	Effective 08/20/80 attachment fee increased to \$6.00
	Effective 01/01/95 attachment fee increased to \$7.44
	Effective 12/31/00 attachment fee increased to \$12.30
	Effective 12/31/01 attachment fee increased to \$12.87
	Effective 12/31/02 attachment fee increased to \$13.39
	Effective 08/28/12 attachment fee increased to \$23.41
	Effective 08/27/13 attachment fee decreased to \$23.37
	Effective 08/26/14 attachment fee increased to \$25.87
	Effective 09/22/15 attachment fee \$25.87
	Effective 09/27/16 attachment fee \$25.87
	Effective 09/25/2017 attachment fee increased to \$27.97
	Effective 10/23/2018 attachment fee \$27.97
	Effective 04/23/2019 attachment fee \$27.97
	Effective 08/25/2020 attachment fee \$28.15
	Effective 10/25/2022 attachment fee \$28.15



COOPERATIVE RULES & REGULATIONS
~~39 ELM STREET~~ 5 N DEPOT STREET
DELHI, NEW YORK 13753

Revised ~~November 27, 2018~~ October 25, 2022

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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 [39 Elm Street-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, ~~and~~ 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.
 - ~~1) Either a 200 Amp meter loop on an existing Cooperative pole for underground service or an overhead service drop as per DCEC's Line Extension Policy to a member owned meter loop placed on a permanent building or a member owned and installed minimum 30 foot class 6 pressure treated meter pole adequately guyed.~~
 - ~~2) The Cooperative, at a members request, will install the following:~~
 - ~~A. Private meter poles for a fee equal to the Cooperative's fully loaded labor cost (pole to be supplied by member)~~
 - ~~B. A guy and anchor for a fee equal to the Cooperative's fully loaded labor cost (materials to be supplied by member)~~
- ~~All materials supplied by the Cooperative will be billed to the member at the Cooperative's cost to purchase plus a 50% overhead adder, except that a meter pole and meter pan may be supplied at cost to a member.~~

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) TEMPORARY SERVICES~~

~~The Cooperative will supply temporary service equipment, consisting of a service riser with weather head and necessary conductors, as well as a service supply enclosure with a ground fault interrupter (GFI) 120 V Duplex outlet, for building and construction purposes.~~

~~The Cooperative will install temporary service equipment for members requesting it for building purposes on a Cooperative pole, in which case the charge will be \$225 for a period of 6 months use. The first 6 month period may be extended upon request, with Cooperative approval for an additional 6 months, for a fee of \$75. The above installation fees do not include monthly service charges, energy charges per kWh, power cost adjustment charges per kWh, or formulary rate rider charge per kWh.~~

~~21)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.~~

~~22)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.~~

~~23)22) SECURITY DEPOSITS~~

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

~~24)~~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.

~~25)~~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.

~~26)~~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

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.

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.

~~27)~~26) **SECURITY LIGHT SERVICE**

Security lights to be installed on existing Cooperative owned poles. ~~If the Cooperative is required to furnish one or more poles or necessary lines to serve lighting units, the member shall be charged for poles and lines in accordance with the Security Light Agreement.~~ 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.

~~28)~~27) **METER TESTING**

See DCEC's Meter Testing Policy.

~~29)~~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 person at the Cooperative office in order that arrangements may be made for disconnecting the service and for mailing final bills, refunds, etc.

~~30)~~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.

~~31)~~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.

~~32)~~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~~39 ELM STREET~~
DELHI, NY 13753

ELECTRIC RATE CLASSIFICATIONS

<u>Classification NameRate Description</u>	Rate Schedule	Rate Codes
Residential SC1	1	101
Dairy Farm SC1D	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. 5000 *
All kWh, per kWh -	\$0.10895
Formulary rate rider, per kWh	\$0.0030
>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 April of ~~2019~~ and 2020 resulting in a Fixed Monthly Charge of \$22.00 in April of 2020.

MINIMUM MONTHLY CHARGES

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

POWER COST ADJUSTMENT (PCA)

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

TERM

Minimum length of service is one (1) year after which service may be terminated with forty-eight (48) hours written notice unless other conditions have been specified in the contract for service.

LOAD MANAGEMENT WATER HEATER LOAD CONTROL INCENTIVE PROGRAM

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

MONTHLY CREDIT

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

EFFECTIVE

~~January~~ April of 2019

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-4D, 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 -	\$21.50 00 *
All kWh, per kWh -	\$0.08895
Formulary rate rider, per kWh	\$0.0030
>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 April of ~~2019~~ and 2020 resulting in a Fixed Monthly Charge of \$22.00 in April of 2020.

MINIMUM MONTHLY CHARGES

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

POWER COST ADJUSTMENT (PCA)

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

SERVICE AT PRIMARY VOLTAGE

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

TERM

Minimum length of service is one (1) year after which service may be terminated with forty-eight (48) hours written notice unless other conditions have been specified in the contract for service.

LOAD MANAGEMENT WATER HEATER LOAD CONTROL INCENTIVE PROGRAM

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

MONTHLY CREDIT

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

EFFECTIVE

~~January~~ April of 2019

Commented [A1]: Need to update to reflect Oct-2022 resolution.
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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 -	\$26. 5000 *
All kWh, per kWh -	\$0.12500
Formulary rate rider, per kWh	\$0.0030
>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 April of 2019 and 2020 resulting in a Fixed Monthly Charge of \$27.00 in April of 2020.

Commented [A2]: Need to update to reflect Oct-2022 resolution.
-JPG

MINIMUM MONTHLY CHARGES

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

POWER COST ADJUSTMENT (PCA)

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

TERM

Minimum length of service is one (1) year after which service may be terminated with forty-eight (48) hours written notice unless other conditions have been specified in the contract for service.

LOAD MANAGEMENT WATER HEATER LOAD CONTROL INCENTIVE PROGRAM

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

MONTHLY CREDIT

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

EFFECTIVE

January-April of 2019

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. 50 00*
All kWh, per kWh	\$0.11273
Formulary rate rider, per kWh	\$0.0030
>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 April of 2019 and 2020 resulting in a Fixed Monthly Charge of \$22.00 in April of 2020.

Commented [A3]: Need to update to reflect Oct-2022 resolution.
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MINIMUM MONTHLY CHARGE

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

POWER COST ADJUSTMENT (PCA)

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

TERM

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

EFFECTIVE

~~January~~April of 2019

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

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	\$0.0030
Facilities Charge -	None unless specified in contract

MINIMUM MONTHLY CHARGE

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

DETERMINATION OF BILLING DEMAND

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

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

POWER COST ADJUSTMENT (PCA)

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

SERVICE AT PRIMARY VOLTAGE

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

POWER FACTOR

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

TERM

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

EFFECTIVE

January of 2019

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	\$0.0030

MINIMUM MONTHLY CHARGE

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

POWER COST ADJUSTMENT (PCA)

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

SERVICE AT PRIMARY VOLTAGE

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

TERM

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

EFFECTIVE

January of 2019

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 -	\$20. 5099 *
All kWh, per kWh	\$0.10326
Formulary rate rider, per kWh	\$0.0030
>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 April of ~~2019 and~~ 2020 resulting in a Fixed Monthly Charge of \$21.00 in April of 2020.

Commented [A4]: Need to update to reflect Oct-2022 resolution.
-JPG

MINIMUM MONTHLY CHARGES

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

POWER COST ADJUSTMENT (PCA)

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

TERM

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

EFFECTIVE

~~January~~ April of 2019

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

SECURITY LIGHT SERVICE - RATE SCHEDULE 6

(Service Class-6)

AVAILABILITY

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

TYPE OF SERVICE

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

MONTHLY RATE

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

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

POWER COST ADJUSTMENT (PCA)

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

MINIMUM MONTHLY CHARGE

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

TERM

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

EFFECTIVE

January of 2019

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

LARGE INDUSTRIAL CONSUMERS - RATE SCHEDULE 7
(Service Class-7, Rate Codes – 800's)

AVAILABILITY

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

TYPE OF SERVICE

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

MONTHLY RATE COMPONENT	RATE
Monthly Fixed Charge –	\$500.00
Demand Charge -	\$6.00 / kW
Energy Charge -	\$0.05225 / kWh
Formulary rate rider,	\$0.0030 / kWh

DETERMINATION OF BILLING DEMAND

The consumer shall pay for the greatest of:

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

CONTRACT MINIMUM DEMAND

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

CONTRACT MAXIMUM DEMAND

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

SERVICE AT PRIMARY VOLTAGE

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

POWER FACTOR

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

COMPENSATED STARTING REQUIRED

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

POWER COST ADJUSTMENT (PCA)

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

EFFECTIVE

January of 2019

PENDING REVIEW
FROM THERESA
AT BSK LAW FIRM



Delaware County Electric Cooperative, Inc. Employment Manual

Prepared By

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Director Paul Menke	Treasurer of the Cooperative

Commented [JG1]: Name of CEO/GM has been updated. Wherever "General Manager" had appeared in the document, it has been replaced with "CEO/GM (not redlined)"

Employment Manual Version Control

Version	Date	Author	Change Description
1	11-1-2013	Millie Faulkner	Original version
2	11-7-2014	Millie Faulkner	Modified to reflect updated policies and procedures
3	10-30-2015	Millie Faulkner	Modified to reflect updated policies and procedures
4	10-28-2016	Millie Faulkner	Modified to reflect updated policies and procedures
5	10-27-2017	Millie Faulkner	Modified to reflect updated policies and procedures
6	09-25-2018	Millie Faulkner	Modified to reflect updated policies and procedures
7	12-18-2018	Mark Schneider	Modified gift restriction per board of directors from \$25 to \$50
8	10-28-2019	Mark Schneider	Modified to reflect updated policies and procedures
9	10-26-2020	Mark Schneider	Modified to reflect updated policies and procedures
10	10-26-2021	Christopher Evans	Modified to reflect updated policies and procedures
11	11-4-2022	John Gasstrom Mark Cannizzaro	Modified to correct updated job titles and reflect updated policies and procedures

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1 INTRODUCTION

This document has been developed by the Human Resources Department in order to familiarize employees with Delaware County Electric Cooperative, Inc. ("DCEC" or the "Cooperative") and provide information about working conditions, key policies, procedures, and benefits affecting employment at Delaware County Electric Cooperative, Inc.

Please read this Handbook carefully. If you have any questions, please review it with your supervisor, Human Resources or an officer of the Cooperative. It is our objective to provide a work environment free from elements that would deter you from doing your best work. Any issues or concerns affecting your employment or impeding the performance of your assigned duties should be reported under our Open Door Policy. The Cooperative maintains this Open Door Policy so that you feel comfortable raising and discussing any workplace issues you may have. We welcome your input.

In addition to the policies and procedures outlined herein, you are expected to read thoroughly, understand and adhere to the Cooperative's policies found on the Cooperative's website at <http://www.dce.coop/content/dcec-bylaws-policies>. Failure to adhere to any of these applicable policies may lead to discipline, up to and including termination. Any questions about these policies can be directed to your supervisor or to Human Resources.

Nothing in this Handbook, or in any of the Cooperative's employment policies, is meant to supersede provisions in applicable collective bargaining agreements. To the extent there are conflicting provisions in the Cooperative's policies and a collective bargaining agreement, the collective bargaining agreement shall govern.

1.1 Welcome

Delaware County Electric Cooperative, Inc. welcomes all employees. This document is designed to assist you in understanding the benefits and expectations during your career at the Cooperative. The mission of Delaware County Electric Cooperative, Inc. is to make employment mutually successful between the employee and the employer.

1.2 History

The Delaware County Electric Cooperative Inc. was formed in 1944 by residents of the surrounding rural communities that were unable to obtain electricity from the nearest ~~investor owned~~investor-owned utility. The neighboring utility did not want to offer service to the less populated areas due to the fact that they did not view it as profitable, and if they did offer service, the cost would be prohibitive to the majority of the rural people. Congress at that time introduced the Rural Electrification Act which enabled groups of people to organize and obtain funding in order to develop their own electric company under the business model of a cooperative. Simply put, that means the people who took service from the cooperative, owned the cooperative.

Today we are proud of the fact we serve our member/owners on a ~~not-for-profit~~not-for-profit basis. In the event that the Cooperative has a positive profit margin, it is given back to the member/owners in the form of a capital credit. Today we proudly serve over 4,700 member/owners and 5,600 service locations in 4 counties stretched over almost 800 miles of distribution lines.

1.3 Changes in Policy

This manual supersedes all previous employee manuals and memos.

While every effort is made to keep the contents of this document current, Delaware County Electric Cooperative, Inc. reserves the right to modify, suspend, or terminate any of the policies, procedures, and/or benefits described in this manual with or without prior notice to employees, subject to the limitations of our collective bargaining agreements, Cooperative bylaws, articles of incorporation, New York State Law, Federal Law, and the US Constitution. However, we will review, modify and distribute this manual as necessary on an annual basis.

Commented [JG2]: Should we also have a statement about which document takes precedence in the event any information in here conflicts with a written policy or memo?

2 EMPLOYEE DEFINITION AND STATUS

An "employee" of Delaware County Electric Cooperative, Inc. is a person who works for the Cooperative on a wage or salary basis.

2.1 At Will Employment

Your employment is not guaranteed for any specific duration; your employment relationship with the Cooperative is "at-will." Although we hope that your employment relationship with the Cooperative will be long term, either you or the Cooperative may terminate this relationship at any time, for any reason, with or without cause or notice, subject to any terms of the current collective bargaining agreements. This policy of at-will employment may be revised, deleted, or superseded only by a written employment agreement signed by the Chief Executive Officer that expressly revises, modifies, deletes, or supersedes the policy of at-will employment.

2.2 Employment Classification

Employees of Delaware County Electric Cooperative, Inc. are classified as either "inside" (equivalent to non-exempt), "outside" (equivalent to non-exempt) or "management" (equivalent to exempt). This is necessary because, by law, employees in certain types of jobs are entitled to overtime pay for hours worked in excess of forty (40) hours per workweek (these employees are referred to as non-exempt). Exempt employees are not entitled to overtime pay.

In addition to the above overtime classifications, every employee is assigned an employment status classification: regular (full-time or part-time), temporary (full-time or part-time), or probationary. The differences between these different classifications determine benefits eligibility. The probationary status is described more fully in Section 2.3 below.

If you have any questions regarding your employment classification, or if you believe that you have been incorrectly classified, please contact Human Resources.

2.3 Probationary Period for New Employees

Delaware County Electric Cooperative, Inc. monitors and evaluates every new employee's performance for a ~~six months~~six-month probationary period to determine whether further employment in a specific position or with the Cooperative is appropriate. More information about the probationary period is available in the collective bargaining agreements.

3 EMPLOYMENT POLICIES

3.1—Equal Employment Opportunity and Diversity

Delaware County Electric Cooperative, Inc. is an equal opportunity provider and employer. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs such as the Cooperative are prohibited from discriminating based on race (including traits historically associated with race), color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, domestic violence victim status, reproductive health-decision making choices of an employee or an employee's dependent, criminal conviction status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs), or known association with any of these. This prohibition against unlawful discrimination and harassment applies to all terms and conditions of employment, including hiring, placement, assignment of duties, training, promotion, termination, compensation and benefits. All Cooperative employees are responsible, individually and collectively, for complying with this policy prohibiting discrimination and harassment in all facets of the Cooperative's business.

This policy applies to all employees of DCEC, and anyone providing services to DCEC. DCEC will not tolerate unlawful discrimination or harassment against its employees by other employees, vendors, suppliers and other non-employees. Employees who violate this policy will be subject to discipline, up to and including termination.

Harassment based on any protected characteristic, not only gender or sex, is also prohibited. While it is not possible to list all conceivable behaviors which might be considered harassing, the following are examples of prohibited behavior:

- Epithets, slurs or negative stereotyping;
- Threatening, intimidating or hostile acts;
- Denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through email, social media and/or cell phones);
- Ethnic, racial, religious or other teasing or slurs, or jokes, or comments that demean a person on the basis of race, color, religion, ethnicity, national origin, sexual orientation, age or disability;
- Mimicking or mocking another's race, color, religion, ethnicity, national origin, sexual orientation, age or disability;
- Racially or religiously offensive pictures, symbols, cartoons, or graffiti.

Retaliation Prohibition

DCEC prohibits retaliation against any individual who, in good faith, reports discrimination or harassment, opposes a discriminatory practice, encourages another person to report discrimination or harassment, or participates in an investigation of such reports. Retaliation against an individual for reporting discrimination and/or harassment or for participating in an investigation of a discrimination or harassment claim is a serious violation of this policy and, like discrimination or harassment itself, the individual retaliating will be subject to disciplinary action, up to and including termination.

Reporting Discrimination, Harassment or Retaliation

DCEC requires the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Preventing discrimination is everyone's responsibility. All employees are expected to respond promptly and appropriately to conduct in the workplace which violates this policy.

Reporting of discrimination or harassment may be made to an employee's supervisor, any member of management, or Human Resources. Employees should not feel obligated to file their concerns or

complaints with their immediate supervisor before bringing the matter to the attention of another member of the management team or Human Resources. This is particularly true if an individual feels that their supervisor has not appropriately responded to the discrimination or harassment complaint, or is involved in the discrimination or harassment. DCEC will conduct a prompt and thorough investigation that ensures integrity and respect for all individuals involved in the incident. DCEC will keep the investigation confidential to the extent possible. Effective corrective action will be taken whenever discrimination or harassment is found to have occurred.

All employees are encouraged to report any discrimination or harassment, or behaviors that violate this policy. Reports of discrimination or harassment may be made verbally or in writing.

Supervisors are **required** to report any complaint that they receive, or any discrimination or harassment that they observe or become aware of, to Human Resources. In addition to being subject to discipline if they engaged in discriminatory or harassing conduct themselves, supervisors will be subject to discipline for failing to report suspected discrimination or harassment, or otherwise knowingly allowing discrimination or harassment to continue. Supervisors will also be subject to discipline for engaging in any retaliation.

DCEC strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. DCEC will make every effort to stop alleged discrimination, harassment or retaliation but it can only do so with the cooperation of its employees. No adverse employment action will be taken for any employee making a good faith report of alleged discrimination, harassment or retaliation.

Complaint and Investigation of Discrimination, Harassment or Retaliation

All reports, complaints or other information about suspected discrimination or harassment will be investigated, whether that information was reported in verbal or written form. Investigations will be conducted in a timely and thorough manner commensurate with the nature of the complaint and will be confidential to the extent possible.

Employees are expected to provide truthful information in making complaints and otherwise participating in investigations. Employees are also expected to fully cooperate and participate in any complaint investigation process; failure to do so will be grounds for disciplinary action, up to and including termination. Employees and other individuals who participate in any investigation are protected from retaliation.

All persons involved in the reporting and investigation of discrimination or harassment are obligated to keep the information pertaining to the investigation confidential to the maximum extent possible, to protect the privacy of those involved in the investigation and to allow DCEC to conduct an objective and fair investigation.

In conducting a fair and impartial investigation, DCEC will provide appropriate notice of the allegations to anyone who is the subject of a discrimination or harassment complaint and an opportunity to provide a response to the allegations. Complainants and witnesses will be provided with an appropriate opportunity to present relevant information including documents relevant to the investigation. DCEC may adapt and modify the investigatory procedure, in its discretion, based on the nature of the complaint and the conduct at issue.

If DCEC determines that this Policy has been violated, it will take effective remedial action commensurate with the circumstances. Any employee who has been found by DCEC to have discriminated against or harassed another employee will be subject to discipline, up to and including discharge, where appropriate.

DCEC will notify the individual who was subject to the reported conduct and the person who filed the complaint, if different, of the conclusion of its investigation, and will follow up with that individual as appropriate under the circumstances.

Please see the Cooperative's Sexual Harassment Prevention policy for specific information relating to the reporting and investigation of sexual harassment complaints.

Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202)720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800)877-8339. Additionally, program information may be made available in languages other than English.

3.2 Filing a Discrimination Complaint Externally

To file a discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights

1400 Independence Avenue, SW

Washington, D.C. 20250-9410

fax: (202) 690-7442

[email: program.intake@usda.gov](mailto:program.intake@usda.gov)

USDA is an equal opportunity provider, employer, and lender.

Employees may also file a discrimination complaint with the Equal Employment Opportunity Commission: The U.S. Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An employee must file a report with the EEOC within 300 days from the conduct giving rise to the report. The EEOC investigates reports, and may pursue a claim in federal court on behalf of the reporting party, or issue a Right to Sue Letter that allows an individual to pursue his/her claims in federal court. Federal courts may award remedies if discrimination is found to have occurred. The EEOC can be contacted by calling 1-800-669-4000 (1-800-669-6820 (TTY)), or at their website: www.eeoc.gov or via email at info@eeoc.gov. If an individual files an administrative report with the DHR, the DHR will file the report with the EEOC to preserve the individual's right to proceed in federal court.

3.3 Americans with Disabilities Act

It is the policy of Delaware County Electric Cooperative, Inc. to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA) and the New York Human Rights Law. The Cooperative will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's legally recognized disability, including pregnancy related conditions. The Cooperative will provide reasonable accommodations to employees with disabilities unless the accommodation causes an undue hardship to the Cooperative. The Cooperative does reserve the right to require, with reasonable accommodation, certain abilities to perform the essential functions of any job. Such abilities may include, but are not limited to, certain motor skills, communication skills, behavioral skills and environmental tolerances. Employees with a disability who believe they need a reasonable accommodation should contact Human Resources.

3.4 Prohibition of Discrimination Based on Reproductive Health Decision-Making

The Cooperative will not access an employee's personal information regarding the employee's or the employee's dependent's reproductive health decision making, discriminate or take any retaliatory action or privileges of employment because of or on the basis of the employee's or their dependent's reproductive health decision making, or require an employee to sign a waiver or other document which purports to deny an employee the right to make their own reproductive health care decisions. For purposes of this policy "reproductive health decision making" includes, but is not limited to, a decision to

use or access a particular drug, device, or medical service. In addition to reporting any alleged violations of this policy to the Cooperative, employees may also choose to pursue legal remedies by initiating a civil action in court for damages, injunctive relief, reinstatement, and/or liquidated damages.

No employee will be subject to retaliation or discipline by the Cooperative as a result of making or threatening to make a complaint to the Cooperative, a co-worker, or a public body, that rights guaranteed under applicable law have been violated; causing to be instituted any proceeding alleging violations of applicable law; or providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry into any alleged violation by the Cooperative of applicable law, rule, or regulation.

Any employee who believes that he or she has been subject to discriminatory or retaliatory behavior in violation of this policy should report it immediately to Human Resources.

3.5 Gender Identity and Sexual Orientation Non-Discrimination Policy

Discrimination and harassment on the basis of gender identity or expression are prohibited under state and federal laws, and are also prohibited by the Cooperative under this and other policies.

For purposes of this policy, "gender identity or expression" is defined as a person's actual or perceived gender-related identity, appearance, behavior, expression, or other gender-related characteristic regardless of the sex assigned to that person at birth, including, but not limited to, the status of being transgender.

NON-DISCRIMINATION AND CONFIDENTIALITY

The Cooperative does not discriminate in any way on the basis of sex, sexual orientation, transgender status, gender identity, or gender expression. This policy is designed to create a safe and productive workplace environment for all employees. This policy sets forth guidelines to address the needs of transgender and gender non-conforming employees and clarifies how the law should be implemented in situations where questions may arise about how to protect the legal rights or safety of such employees.

However, this policy does not anticipate every situation that might occur with respect to transgender or gender non-conforming employees, and the needs of each transgender or gender non-conforming employee must be assessed on a case-by-case basis. In all cases, the goal is to ensure the safety, comfort, and healthy development of transgender or gender non-conforming employees while maximizing the employee's workplace integration and minimizing stigmatization of the employee.

The Cooperative strives to create a workplace where employees of all sexual orientations, employees who are transgender, and employees of all gender identities can be their full selves without fear of discrimination, harassment, or retaliation. The Cooperative is supportive of transgender or non-gender conforming employees who are considering or undergoing gender transition. Any discriminatory, harassing, or retaliatory actions taken against employees based on their gender identity, gender expression, gender transition, or sexual orientation are considered violations of the Cooperative's EEO policy and are subject to discipline, up to and including termination.

The Cooperative also recognizes that some employees may wish to keep information about their gender and/or sexual orientation private. The Cooperative honors employees' preferences regarding when and with whom to share such information. The Cooperative only shares information about employees' gender identity or sexual orientation as needed to implement changes they request, or to comply with the law, investigate complaints.

POLICY ON THE USE OF NAMES AND PRONOUNS

Many employees going through a gender transition choose to use a name that better reflects their gender identity, and/or may legally change their first and/or last names. We expect all coworkers to use the employees' correct names once they are advised of them, regardless of whether or not legal name changes have taken place. Similarly, we expect all coworkers to use the pronouns the employees have requested be used, or to not use pronouns at all and instead use their first names. At first, an occasional slipup in the use of the new name or correct pronouns may happen. That is understandable. However, if

slipups continue or are purposeful, this will be deemed harassing behavior and considered prohibited under this policy.

OFFICIAL RECORDS

The Cooperative will change an employee's official record to reflect a change in name or gender upon request from the employee. Certain types of records, like those relating to payroll and retirement accounts, may require a legal name change before the person's name can be changed. Most records, however, can be changed to reflect a person's correct name without proof of a legal name change. A transgender or gender-non-conforming employee has the right to be addressed by the name and pronoun corresponding to the employee's gender identity. Official records will also be changed to reflect the employee's new name and gender upon the employee's request, to the extent possible.

DRESS CODE

Transgender and gender non-conforming employees have the right to comply with the Cooperative's dress codes in a manner consistent with their gender identity or gender expression.

GENDER AND RESTROOM FACILITIES

Employees shall have access to the restroom corresponding to their gender identity. Any employee who has a need or desire for increased privacy, regardless of the underlying reason, will be provided access to a single-stall restroom, when available. No employee, however, shall be required to use such a restroom. All employees have a right to safe and appropriate restroom facilities, including the right to use a restroom that corresponds to the employee's gender identity.

If an employee has questions or concerns regarding the restroom policy, they should contact Human Resources.

3.6 Immigration Law Compliance

All offers of employment are contingent on verification of the candidate's right to work in the United States. On the first day of work, every new employee will be asked to provide original documents verifying his or her right to work and, as required by federal law, to sign Federal Form I-9, Employment Eligibility Verification Form.

3.7 Employee Background Check

An offer of employment will be contingent upon, Delaware County Electric Cooperative, Inc. conducting a job-related background check. A comprehensive background check may consist of prior employment verification, professional reference checks, education confirmation, driver's license status verification and, upon prior notice to the applicant, credit check.

3.8 Criminal Records

In conjunction with the background check, a criminal record check, as permitted by law, is performed to protect the Cooperative's interest and that of its employees and member/owners.

The Cooperative complies with Article 23A of the New York State Correction Law which prevents discrimination on the basis of a criminal conviction, except when that conviction is directly related to the job held or being sought or when employment would involve an unreasonable risk to property, the safety or welfare of specific individuals, or the general public. Therefore, while a criminal record is not necessarily a barrier to employment, it is a factor that must be carefully reviewed, assessed and documented.

Should you be charged with a criminal offense while employed by the Cooperative, you are obliged to inform Human Resources.

3.9 Drug and Alcohol Screening

The Cooperative will also require a drug screening prior to employment and may require random alcohol and drug screenings during the course of employment for any employee who may be asked to operate a Cooperative vehicle. In addition to random screenings, employees are also subject to drug and alcohol screening upon reasonable suspicion. "Reasonable suspicion" may be based upon such considerations as the employee's work performance, absenteeism, physical characteristics, or behavior, which create a reasonable suspicion of drug or alcohol use.

The Cooperative recognizes that New York's Compassionate Care Act legalizes a physicians' prescription of marijuana for individuals with certain medical conditions. An employee who qualifies as a patient under the laws and complies with its regulations may be entitled to a reasonable accommodation related to his or her use of medical marijuana. An employee who believes that he or she qualifies for the protections of the laws should immediately inform the Cooperative, and should provide the Cooperative with a copy of the individual's registration card for medical marijuana, or other documentation by a physician. It is the Cooperative's policy not to discriminate against a qualified individual with a medical marijuana prescription with regards to any terms or conditions of employment.

The Cooperative further recognizes that recreational marijuana has been legalized in New York. The Cooperative will not take disciplinary action against employees who use and possess marijuana in accordance with this law. However, employees are prohibited from possession or consumption of marijuana on Cooperative property (including in Cooperative -owned vehicles or those used for Cooperative business), while using other Cooperative equipment, on working time, or during working hours (including breaks and meal periods). Furthermore, if the Cooperative believes that an employee is impaired by the legal use of marijuana in a way that interferes with the employee's performance of their job duties or with the Cooperative's obligation to provide a safe and healthy workplace, the Cooperative may take actions to remove the employee from work or to discipline the employee, up to and including termination of employment. Such determinations of impairment will be made by a supervisor or a member of management, and will be based on the observation of specific, articulable symptoms of impairment. Some examples of such symptoms are: the employee's speech, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, negligence or carelessness in operating equipment or machinery, disregard for the safety of the employee or others, or involvement in an accident that results in serious damage to equipment or property, disruption of a production or manufacturing process, or carelessness that results in any injury to the employee or others.

Despite New York's Compassionate Care Act, federal regulations prohibit holders of Commercial Drivers Licenses (CDL) and those in the supervisory chain of CDL holders from using marijuana. The federal regulations supersede New York laws on marijuana usage and possession.

3.10 Alcohol and Substance Abuse

Any and all alcohol consumption or use of unlawful substances is strictly prohibited. The Cooperative is committed to ensuring a work environment free of alcohol and illegal substances. Please refer to the Cooperative's Alcohol and Controlled Substances Policy which can be found on the DCEC website. Violations of said policy will result in progressive disciplinary action.

3.11 New Employee Orientation

The formal welcoming process, or "employee orientation," is conducted by a Human Resources representative and/or member of management staff, and includes an overview of the Cooperative.

3.12 Personnel Records and Administration

The task of handling personnel records and related administration functions at Delaware County Electric Cooperative, Inc. has been assigned to the Human Resources Department. Personnel files will be kept confidential at all times and include some or all of the following documents:

- Original employment application, resume, W-2 and all other original documents completed by employee as required for employment.

- All requests for changes to benefits such as 401k elections, life insurance elections, medical insurance documents, dependent changes, etc., and all deductions other than ones required by law must be requested in writing to the Human Resources Department. These written permissions/requests will be kept in the Cooperative's personnel file for each individual. Please note: NOT ALL REQUESTS ARE LAWFUL and any unlawful requests will not be granted (i.e. contributions to political action committees, uniform rental, etc.).
- All promotion and/or changes in positions and wages/salaries in addition to any disciplinary actions.
- Any documents related to workers' compensation and/or short or long term disability benefits.

The records the Cooperative maintains on each employee are the property of the Cooperative. Upon request, employees shall be granted access to view the contents of their employee file. The Cooperative shall provide photocopies of any contents of an employee's file upon request from that employee. Employees may be charged the estimated cost of copies beyond 20 pages.

3.13 Change of Personal Data

Any change in an employee's name, address, telephone number, marital status, dependents, or insurance beneficiaries, or a change in the number of tax withholding exemptions, needs to be reported by the employee in writing and without delay to the Human Resources Department.

3.14 Safety

The safety and health of employees and our member/owners is a core value. Delaware County Electric Cooperative, Inc. makes every effort to comply with all federal and state workplace safety requirements. Delaware County Electric Cooperative, Inc.'s workplace safety rules and regulations include the following:

- Strict adherence to all OSHA safety rules and regulations
- Compliance with Federated Rural Electric Insurance Exchange's (Worker's Compensation Policy Holder) inspections and consequent recommendations
- Compliance with recommendations made by the safety committee.
- Compliance with all aspects of the DCEC Safety Manual [and Emergency Plan](#), as amended and adopted by the Cooperative's safety committee.

Every employee has an obligation to report any safety violations immediately to their supervisor, the HR Department and/or the CEO/GM. The Cooperative expects each employee to be responsible for their safety and the safety of their fellow employees. Each employee is expected to obey safety rules and exercise caution and common sense in all work activities. Any questions regarding the manuals, policies or procedures as it relates to safety can also be directed to ~~Delaware County Electric's certified safety coordinator, Larry Soule~~ [the System Coordinator and/or Operations Manager](#). Employees will not be retaliated against or subject to adverse actions for reporting safety violations.

3.15 Building Security

Every employee must follow the building security rules and regulations listed here:

- Be sure all doors, windows and gates are closed and locked by the last one exiting buildings regardless of whether it is daytime or night time. Employees are prohibited from making duplicates of keys to any Cooperative buildings and properties unless instructed to do so by the CEO/GM.
- Be sure to report any security lights not operating properly so they can be repaired/replaced.
- Do not allow non-employees in areas designated for employees only.
- Areas of the office and yard are monitored with security cameras and other sensors. It is the responsibility of the last person leaving a secure area to activate the security system in "away" mode.

3.16 Personal Property

Delaware County Electric Cooperative, Inc. assumes no risk for any loss or damage to personal property, and recommends that all employees have personal insurance policies covering the loss of personal property left on any Cooperative-owned premises. In the event an employee's personal property is damaged while being used in service of Cooperative business, claims will be submitted to the Cooperative's insurance for consideration.

Personal vehicles are covered by the Cooperative's insurance carrier as the primary insurer when operated by employees to report to work in response to a call-out from the Cooperative's dispatcher or management. Personal vehicles are covered by the employee's insurance carrier when an employee has punched out and is driving home after a call-out. For normal work commutes that are not the result of a call-out, the employee's personal vehicle is covered by the employee's insurance carrier.

3.17 Health-related Issues

Employees who become aware of any health-related issue that could affect work performance should notify their supervisor of their health status as soon as possible.

3.18 Employee Requiring Medical Attention

Employees should report all work-related injuries and accidents, no matter how minor and regardless of whether the employee needs medical attention, immediately to their supervisor, and then follow these steps:

1. Immediately seek medical attention at the nearest facility for any life threatening situations either by yourself or, where the situation warrants, another employee taking you.
2. Report all work-related injuries/illnesses to the HR department or CEO/GM as soon as possible.
3. Any medical issue requiring the employee to be absent more than 3 consecutive days will require a doctor's statement be provided to the HR Department.

3.19 Visitors in the Workplace

For safety, insurance, and other business considerations, visitors are allowed in the workplace; however they are restricted to certain areas. They are not allowed near or in Cooperative vehicles when they are in operation. They are not allowed in any work areas that house chemicals or other dangerous substances. They are strictly prohibited from entering all substations and any other areas that are high voltage areas. Visitors are also strictly prohibited from any area requiring a hard hat or other special equipment be worn. Exceptions may be granted to business associates engaged in the act of making recommendations and/or maintenance of equipment. Exceptions may also be granted by the CEO/GM for educational purposes, subject to appropriate personal protective equipment and practices being utilized by all guests.

3.20 Fraternization

The term fraternization as used in this Employment Manual means romantic and/or sexual relationships between employees and/or directors. Fraternization between two employees or directors who have a supervisor/subordinate relationship is not allowed. In the event that fraternization occurs between a supervisor and a subordinate, both parties will be subject to progressive discipline, which can include termination. Due to the power imbalance that exists between a supervisor and a subordinate, a supervisor fraternizing with a subordinate may be subject to additional progressive discipline in relation to the Cooperative's Harassment and Sexual Harassment policies.

3.21 Employment of Relatives

The Cooperative restricts the hiring of certain immediate family members. Please refer to the Cooperative's Personnel Selection/Dismissal and Nepotism Policy which can be found on the DCEC website.

3.22 Weather-related and Emergency-related Closings

Due to the nature of the electric utility business, it is expected that all personnel report to work for the purpose of aiding in the restoration of power during the course of severe weather. At times, the

Cooperative recognizes that some personnel may not be able to report due to impassable roads. Those employees are instructed to contact their supervisor as soon as possible to report their inability to come to work. It is further expected that employees unable to report to work will compensate their time lost by utilizing Paid Time Off ("PTO").

In the event that it is impossible for the employee to report to a normal business location (i.e. the office) it is the responsibility of management to inform the employee when it is safe to return to work.

If all roads in Delaware County are closed due to a state of emergency, the Cooperative will close except for essential personnel. If the Cooperative office is closed, employees should stay home and off the roads unless they are contacted by management or a dispatcher and notified that they are requested to report to work as essential personnel. Essential personnel will include only those employees required to safely and effectively handle urgent matters, such as power outages, that cannot reasonably be deferred to the next business day. Essential personnel are expected to report to work as long as they can safely and reasonably do so. Essential personnel must respond to management or a dispatcher in accordance with the Cooperative's Storm Response policy. If the Cooperative needs to close all facilities (shop and/or office) for whatever reason and send employees home, non-exempt employees will be paid for those hours and not charged PTO (Paid Time Off) such as vacation, personal, floating or sick.

In the case of employees reporting to work on closed roads due to being declared essential personnel, the Cooperative's automobile insurance is primary coverage on the way to work and the employee's automobile insurance is secondary. When employees are leaving work upon completion of their shift or their assigned duties, the employee's automobile insurance is the only coverage. The same is true for employees reporting to call-outs. The Cooperative's automobile insurance serves as primary as the employee travels to work in response to a call-out. However, the Cooperative's automobile insurance provides no coverage to the employee when the employee leaves work.

4 STANDARDS OF CONDUCT

4.1 General Guidelines

All employees are urged to remember at all times that your actions and behaviors are a direct reflection on Delaware County Electric Cooperative, Inc. The Cooperative expects all employees to use good judgment and professionalism when doing their own jobs and conducting the Cooperative's business. Each employee is expected to work in a cooperative manner with management/supervision & coworkers. Any employee that engages in disrespectful behavior toward a member of the Cooperative, a member of the public, or a co-worker will be subject to discipline.

4.2 Attendance and Punctuality

Delaware County Electric Cooperative, Inc. expects employees to be ready to work at the beginning of assigned daily work hours.

4.3 Work Schedule

Unless otherwise specified, regular full-time employees are expected to work at least forty (40) hours per workweek. The normal operating business hours for the Cooperative are 7:30 a.m. to 4:00 p.m. EST, Monday – Friday. Other work hours shall be established with the labor union on a case-by-case basis.

4.4 Absence and Lateness

From time to time, it may be necessary for an employee to be late or absent from work. Delaware County Electric Cooperative, Inc. is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside work hours may arise. It is the responsibility of all employees to contact their supervisor and all other affected parties as soon as practical if they will be absent or late.

An employee who fails to appear for three consecutive shifts without contacting their supervisor or Human Resources is deemed to have abandoned their employment with the Cooperative and voluntarily resigned.

4.5 Unscheduled Absence

Absence from work without notifying management or the Human Resources Department may result in disciplinary action.

4.6 Meal and Break Periods

New York State requires all employees, exempt and non-exempt, be allowed a lunch break. The Cooperative provides a one-half hour, unpaid, lunch break generally between the hours of 11:00 a.m. and 2:00 p.m. for non-exempt employees. Exempt employees are required to take a half hour lunch break during those hours, using their own discretion regarding the specific time. The half hour lunch break is automatically deducted from the employee's daily time sheet by the payroll system. In the event of an urgent need to restore electric service, or for the emergency need to answer phones and/or dispatch work crews, the Co-op may ask that you work through your lunch time in order to address the need to restore any power outages. If asked to do so, the employee will be paid overtime for missing the regularly scheduled lunch break. An employee must take a meal break after 6 hours of continuous service and in the event of power restoration requiring employees to work through breaks, this break will be paid at the applicable overtime or double-time rate. If you miss a meal break for any reason not enumerated herein, you must notify your supervisor immediately so that a break can be scheduled. Employees are not allowed to skip meal breaks in order to arrive late or leave early. Delaware County Electric Cooperative, Inc. encourages employees to take a rest period and provides a paid rest period of fifteen minutes in the morning work period and fifteen minutes in the afternoon work in accordance with the applicable collective bargaining agreements.

4.7 Corrective Procedure/Progressive Discipline

Any violation of Cooperative policy may be dealt with in any of the following manners: (a) [Verbal or Oral Reminder](#), (b) Written Warning, (c) Paid or Unpaid Leave, (d) Termination, (e) Other measures as agreed upon by the Cooperative and labor union if necessary. The Cooperative reserves the right to engage employees in some, all or none of the progressive discipline steps prior to terminating employment as described in the "at-will" portion of this handbook. When an employee who is a member of the Union is charged with a violation of Cooperative rules or procedures, the facts and circumstances involved will be discussed and reviewed with the appropriate Union representative before any disciplinary action involving loss of pay is taken.

4.7 Sexual Harassment Policy

All forms of unlawful sexual harassment are strictly prohibited. The Cooperative is committed to preventing workplace sexual harassment. Please refer to the Cooperative's Sexual Harassment policy which can be found on the DCEC website. Violations of said policy will result in progressive disciplinary action.

4.8 Violence and Harassment in the Workplace

All forms of unlawful violence are strictly prohibited. The Cooperative is committed to preventing workplace violence. Please refer to the Cooperative's Workplace Violence & Harassment policy which can be found on the DCEC website. Violations of said policy will result in progressive disciplinary action.

4.9 Whistleblower Policy

No retaliation shall occur against any employee who reports, in good faith, a concern about potentially unlawful or unethical conduct. Please refer to the Cooperative's Whistleblower policy, which can be found on the DCEC website. Violations of said policy will result in progressive disciplinary action.

4.10 Confidential Information and Nondisclosure

Employment with Delaware County Electric Cooperative, Inc. requires employees to agree that ~~that~~ they will not disclose or use any of the Cooperative's confidential information, either during or after their employment. Delaware County Electric Cooperative, Inc. sincerely hopes that its relationship with its employees will be long-term and mutually rewarding. However, employment with the Cooperative assumes an obligation to maintain confidentiality, even after an employee leaves the Cooperative's employ. Disclosure of personal information of the Cooperative's member/owners is strictly prohibited, and violations of such will result in progressive disciplinary action.

4.11 Ethical Standards

Delaware County Electric Cooperative, Inc. insists on the highest ethical standards in conducting its business. Doing the right thing and acting with integrity are the two driving forces behind the Cooperative's success. When faced with ethical issues, employees are expected to make the right professional decision consistent with the Cooperative's principles and standards.

4.12 Dress Code

Employees of Delaware County Electric Cooperative, Inc. are expected to present a clean and professional appearance while conducting business, in or outside of the office. Dressing in a fashion that is clearly unprofessional, that is deemed unsafe, is offensive to others or that negatively affects the Cooperative's reputation or image is not acceptable. "Outside" employees are afforded an allowance for Fire Retardant Clothing and are expected to wear it any time that they may work in or near the energized space. Employees must recognize that statements on clothing (i.e., political, harassment, obscenity, etc.) will be viewed as positions of the Cooperative by members. Clothing with such messages are prohibited while employees are on the clock and representing the Cooperative.

DCEC will not discriminate against an employee because of their hair texture or protective hairstyles (including braids, locks and twists) and does not prohibit the wearing of attire, clothing or facial hair in accordance with the requirements of an employee's religion. DCEC will reasonably accommodate employees' disabilities and religious requirements, unless the required accommodation creates an undue hardship. Employees requesting an accommodation related to this policy should contact or be referred to Human Resources.

4.13 Use of Equipment

Delaware County Electric Cooperative, Inc. will provide employees with the equipment needed to do their job. None of this equipment should be used for personal use, nor removed from the physical confines of Delaware County Electric Cooperative, Inc.—unless it is approved for a job that specifically requires use of Cooperative equipment outside the physical facility. Exceptions may be granted by permission of the CEO/GM.

4.14 Use of Computer, Phone, and Mail

Delaware County Electric Cooperative, Inc. property, including computers, phones, electronic mail, and voice mail, should be used only for conducting Cooperative business. All Cooperative business in regards to email MUST be conducted on Cooperative time. All non-exempt employees shall not answer or send emails on personal time (including PTO, evenings, weekends and holidays) unless directed to do so by a member of the management staff, in which case the appropriate compensation will apply. Incidental and occasional personal use of Cooperative computers, phones, or electronic mail and voice mail systems is permitted, but information and messages stored in these systems will be treated no differently from other business-related information and messages.

Employees shall have no expectation of privacy in their use of Cooperative communications systems. Please refer to the Cooperative's Cyber Security Policy which can be found on the employee/director portion of the DCEC website. Violations of said policy will result in disciplinary action, up to and including termination.

4.15 Use of Internet/Social Media

Employees are responsible for using the Internet/Social Media in a manner that is ethical and lawful. Failure to do so will result in progressive discipline which may include termination. Use of the Internet/Social Media during assigned work times must solely be for business purposes and must not interfere with employee productivity or member service. Representing the views of the Delaware County Electric Cooperative, Inc. is strictly prohibited via any social media devices/venues other than by employees or directors doing so in the performance of their assigned duties and only via Board approved sites for member information.

Employees' use of social media must not engage in threats, intimidation, harassment, discrimination, or any other unlawful behavior. Employees must avoid malicious, obscene, or knowingly false statements directed toward the Cooperative, its employees, its vendors, its partners, its members, and the general public.

4.16 Use of Computer Software

Delaware County Electric Cooperative, Inc. does not permit the illegal duplication of software. The copyright law is clear. The copyright holder is given certain exclusive rights, including the right to make and distribute copies. Title 17 of the U.S. Code states that "it is illegal to make or distribute copies of copyrighted material without authorization" (Section 106). The only exception is the user's right to make a backup copy for archival purposes (Section 117).

4.17 Use of Personal Communications Tools and Entertainment Devices at Work

During the workday, overtime work, or other times when an employee or director is otherwise representing the Cooperative, employees and directors of the Cooperative shall use Personal Communications Tools and Entertainment Devices only in circumstances where doing so does not represent a safety risk and where doing so does not interfere with one's ability to

serve the members of the Cooperative. Please refer to the Cooperative's policy on Use of Personal Communications Tools and Entertainment Devices While at Work, which can found on the DCEC website. Violations of said policy will result in progressive disciplinary action.

4.18 Smoking Policy

Any and all forms of smoking (cigarettes, cigars, e-cigarettes, unlawful products) are strictly prohibited on and in all Cooperative owned properties including vehicles. The Cooperative is committed to ensuring a smoke free work environment. Please refer to the Cooperative's Smoking Policy which can be found on the DCEC website. Violations of said policy will result in progressive disciplinary action.

4.19 Gifts

Advance approval from management is required before an employee may accept or solicit a gift of any kind, with the exception that member/owners may show their appreciation through sending baked goods or other gifts of a nominal value (less than \$50) to the employees around the holiday seasons.

4.20 Solicitations and Distributions

Occasional solicitation for any cause (generally the fund raising efforts of area schools or scouting organizations) during working time and in working areas is permitted as long as it is not disruptive to the work flow or interferes with member/owners. Employees are not permitted to distribute other non-Cooperative literature in work areas during working time.

4.21 Complaint Procedure

Employees who have a job-related issue, question, or complaint should first discuss it with their immediate supervisor. If the issue cannot be resolved at this level, the Cooperative encourages employees to contact the [Finance Manager/CFO](#) or the CEO/GM. Employees who observe, learn of, or, in good faith, suspect a violation of the Standards of Conduct of the Cooperative should immediately report the violation in accordance with the following procedures:

1. Employee may offer the complaint in written form or verbally.
2. Employee must expect that further questions and inquiries may be necessary to resolve any issues.
3. Employee can expect that all necessary care and time will be taken to resolve the issue as effectively as possible.

Complaints that are not addressed in a timely fashion and issues that cannot comfortably be brought before management of the Cooperative may be brought to the attention of the Cooperative's designated ombudsman, Cooperative Attorney Jeff Clark (585-362-4721). No employee who brings a complaint in good faith in accordance with this procedure may be disciplined or otherwise suffer any adverse consequence as a result of such action.

4.22 Employment Termination/Resignation

After the application of disciplinary steps, if it is determined by management that an employee's performance does not improve, or if the employee is again in violation of the Cooperative's policies, practices, rules, or standards of conduct, employment with Delaware County Electric Cooperative, Inc. will be terminated. In certain circumstances, the Cooperative may elect not to use progressive discipline and instead immediately terminate an employee.

4.23 Exit Interview

In a voluntary separation situation, the Cooperative's management would like to conduct an exit interview to discuss the employee's reasons for leaving, and any other impressions that the employee may have about Delaware County Electric Cooperative, Inc.

Commented [J63]: Can we simplify this paragraph to say : "Employees are discouraged from accepting gifts of any kind that are not de minimis in nature. Advance approval from management is required before accepting gifts other than baked goods or items of nominal value (less than \$50 value)."

4.24 Return of Cooperative Property

Any Delaware County Electric Cooperative, Inc. property issued to employees, such as computer equipment, keys, employee I.D. or Cooperative credit card, must be returned to the Cooperative at the time of termination. Employees will be responsible for any lost or damaged items.

4.25 Open Door Policy

The Cooperative practices an open door policy in regards to management. The door of anyone in management's office is open to any employee to seek answers, make suggestions or to express a concern. The purpose of our policy is to encourage open communication, feedback, and discussion about any matter of importance to an employee. Our open door policy means that employees are free to talk with any manager at any time. By listening to you, the Cooperative is able to improve, to address complaints, and to foster employee understanding of the rationale for practices, processes, and decisions. Employees will not be retaliated against for taking advantage of this Policy.

4.26 Driver's License Requirements

The Cooperative owns and maintains the types of fleet vehicles necessary to build and maintain electric distribution lines. According to Federal and State Department of Transportation regulations, operation of some of these vehicles or combinations of vehicles and trailers requires an appropriate Commercial Driver's License (CDL). The Cooperative is required to comply with all applicable laws governing CDL holders. The Cooperative reserves the right to promote and/or demote employees based on CDL status in situations where holding a CDL is required to perform the duties of particular positions. For example, employees in the positions of Fleet Mechanic, Journeyman Line Clearance Arborist, and all Lineman positions must hold a CDL. The Cooperative also reserves the right to prohibit an employee from operating certain vehicles or combinations of vehicles with trailers if the employee's CDL is invalid for any reason, even temporarily. Employees in positions requiring CDLs that fail to maintain a valid CDL for any reason are subject to progressive discipline or demotion. If such conduct includes willful violation of federal or state regulations or insubordination, then progressive discipline could include termination. The Cooperative receives automated notification of all status changes related to the CDLs of its employees.

4.27 Campaigning For or Against Director Candidates

Employees are free to support, oppose, endorse, and/or campaign for Cooperative director candidates. However, employees are prohibited from participating in director election campaigns during work hours, while acting within the scope of their employment, or using the Cooperative's property, including equipment, vehicles, trademarks, and images.

4.28 Outside Employment

Unless prohibited in an employee's employment contract, employees may hold jobs with other organizations as long as he or she meets the performance standards of their job with Cooperative. All employees must comply with Cooperative's job requirements and scheduling demands, regardless of any existing outside work requirements.

4.29 Conflict of Interest

You, and all employees, must conduct business in a manner that avoids actual or potential conflicts of interest. Whenever an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the Cooperative's business dealings, there may be an actual or potential conflict of interest. Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which the Cooperative does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the Cooperative.

You must disclose any actual or potential conflicts of interest to your immediate supervisor, the CEO/GM or to the President of the Board as soon as possible. Please see the Cooperative's policy on Conflict of Interest, which can be found on the DCEC website.

5 COMPENSATION POLICIES

5.1 Base Compensation

It is the Delaware County Electric Cooperative Inc.'s desire to pay all employees' wages or salaries that are competitive with other employers operating in a similar marketplace and in a way that will be motivational, fair, and equitable. Compensation may vary based on roles and responsibilities, individual, and Cooperative performance, and in compliance with all applicable laws. All wages are outlined in the applicable labor contracts. Management wages are at the discretion of the CEO/GM. The CEO/GM's compensation is at the discretion of the Board of Directors.

5.2 Timekeeping Procedures

All employees record their time worked on an electronic record via badge or thumbprint recorded by a digital time clock. The "inside" and "management" employees also record their time using an electronic timesheet that is integrated with the current software being used by the Cooperative.

5.3 Overtime Pay

Overtime compensation is paid to hourly (non-exempt) employees in accordance with federal and state wage and hour restrictions. All overtime work performed must receive the supervisor's prior authorization. All overtime compensation is outlined in the applicable labor contracts. Hourly employees are not required to report, but are permitted to report overtime worked if the overtime period is less than 6 minutes and therefore considered de minimis. However, hourly employees must report all overtime worked in excess of 6 minutes. If an employee reports/arrives to work early and "punches in" prior to the time being considered de minimis (6 minutes) it does not constitute overtime unless directed and approved by management.

The salary paid to employees classified as exempt is intended to pay for all hours worked during each work week, regardless of the employee's scheduled or reported hours.

5.4 Payroll and Paydays

The frequency of the Cooperative's payroll distribution is weekly, and is paid on Thursday. If Thursday falls on a regularly scheduled holiday, the pay day will be on the preceding Wednesday of that week.

5.5 Performance and Salary Reviews

The Delaware County Electric Cooperative, Inc. wants to help employees succeed in their jobs and to grow. In an effort to support this growth and success, the Cooperative has an annual review process for providing formal performance feedback. Feedback includes a Performance Evaluation, verbal discussion and goals for the coming year. The reviews will generally be conducted in the first quarter of each year. The reviews for management employees will coincide with salary considerations.

5.6 Opportunities for Advancement—Progression and Promotion

The Delaware County Electric Cooperative, Inc. would like to provide employees with every opportunity for advancing to other positions or opportunities within the Cooperative. Approval of progression moves or promotions depends largely upon training, experience, work record, and business need. Considerations for such progression moves will generally be made upon the recommendation of the employee's immediate supervisor. However, the Cooperative reserves the right to look outside the Cooperative for potential employees as well.

6 GROUP HEALTH AND RELATED BENEFITS

6.1 Benefits Summaries and Eligibility

The Delaware County Electric Cooperative, Inc. sponsors a comprehensive benefits program for eligible employees, and each benefit plan has specific eligibility conditions. The benefits are summarized in separate booklets called "summary plan descriptions," which are provided to all eligible employees. The details of each benefit are contained in separate legal documents known as the "plan documents," which take precedence over anything contradictory in the summaries.

All full-time employees will enjoy all of the benefits described in this policy and the individual plan summaries as soon as they meet all of the eligibility requirements for each particular benefit. Each benefit has a benefit waiting period as defined in the applicable summary plan description and/or plan document. Employees hired with a view of filling a regular position become eligible for benefits in accordance with those plan documents, irrespective of their probationary status as defined in the applicable collective bargaining agreement. In other words, eligibility for benefits and completion of probationary period are not contingent upon one another, so employees may be eligible for benefits prior to completion of their probationary period.

All summary plan descriptions can be found in the employee/director information section on the DCEC website. You will need your employee login information to access this section. If you have not established or have lost your login information, please see Human Resources.

6.2 Health Insurance

All eligible Cooperative employees will have access to medical/prescription health insurance that has been negotiated through the collective bargaining agreements. Management employees will have access to the same plans. Please refer to the applicable collective bargaining agreement for more details. Any employee that may have access to other medical/prescription health insurance may "opt out" and receive an "opt out" premium. Details of the "opt out" option are outlined in the attached previously negotiated labor contract. Eligible employees' effective date of coverage will be the first day following completion of 90 days of regular, full-timefull-time service. This insurance is also available to employee's dependents. Specific details of the plan are available to the employee in a summary plan document provided by the insurance Cooperative. Changes in health insurance and/or health insurance plans may be necessary to remain compliant with State and Federal laws/regulations.

6.3 Dental Insurance

Delaware County Electric Cooperative, Inc. will provide a dental plan that has been negotiated through the labor contracts. Management employees will have access to the same plans. Please refer to the applicable collective bargaining agreement for more details. Any employee that may have access to other dental insurance may "opt out" and receive an "opt out" premium. Details of the "opt out" option are outlined in the attached previously negotiated labor contract. Eligible employees' effective date of coverage will be the first day following completion of 90 days of regular, full-timefull-time service. This insurance is also available to employee's dependents. Specific details of the plan are available to the employee in a summary plan document provided by the insurance Cooperative.

6.4 Vision Care Insurance

The Delaware County Electric Cooperative, Inc. provides vision care for its employees and their dependents as outlined in the previously negotiated labor contracts. Management employees will have access to the same plans as outlined in the "clerical" contract. Please refer to the applicable collective bargaining agreement for more details. Eligible employees' effective date of coverage will be the first day following completion of 90 days of regular, full-timefull-time service.

6.5 Disability Insurance

Eligible employees are automatically covered by the Cooperative's disability plans. Disability insurance is designed to assist an employee with income should the employee become partially or totally disabled and

Commented [RT4]: Please ensure that your benefits descriptions are up-to-date and accurate.

be unable to perform the essential functions of his or her job. The summary plan descriptions explain long-term and short-term disability benefits. The Cooperative also carries additional short term disability insurance for the employee in the event that they become disabled due to a non-work related injury. This is a 26 week benefit. Please refer to the applicable collective bargaining agreement for more details. The Cooperative is exempt from participation in the Federal Family and Medical Leave Act (commonly referred to as FMLA) due to the fact that there are less than 50 employees. However, the Cooperative is required to participate in the New York State Paid Family Leave Act (commonly referred to as PFLA). Details of this benefit can be obtained from the Human Resources Department.

6.6 Life, Accidental Death, and Dismemberment and BTA Insurance

The Delaware County Electric Cooperative, Inc.'s Group Life Insurance covers all eligible employees. There is also a small benefit available to the employee's dependents. This insurance is payable in the event of the employee's death, in accordance with the policy, while the employee is insured. The National Rural Electric Cooperative Association (NRECA) is the provider for this insurance and they also offer "Supplemental Life Insurance". This insurance is available to eligible employees, and is paid through a payroll deduction, to purchase additional coverage for themselves or their spouses. Details can be obtained through the HR Department. Accidental Death and Dismemberment Insurance is in the same amount and is in addition to the employee's life insurance coverage. The Cooperative also provides insurance for the employee that covers them in the case of loss of life or disfigurement during the course of engaging in Cooperative business. The summary plan booklet provided by our insurance Cooperative includes details on employee life insurance and accidental death and dismemberment and BTA (Business Travel Accident) coverage.

6.7 COBRA Notification

According to the federal Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, in the event of your termination of employment with The Delaware County Electric Cooperative, Inc. or loss of eligibility to remain covered under the Cooperative's group health insurance program, employees and their eligible dependents may have the right to continued coverage under the Cooperative's group health insurance program for a limited period of time at their own expense. Consult the Benefits Administrator for details.

6.8 Pre-tax Deductions for Expenses

Delaware County Electric Cooperative, Inc. employees participating in any of the basic health insurance plans, i.e., group medical/prescription and dental, are required to contribute to payment of the plan(s) premium(s) via payroll deduction cost sharing. In accordance with U.S. Internal Revenue Service provisions, the Cooperative provides employees the opportunity to participate in a Section 125 Plan for eligible medical/prescription, dental and vision expenses. Contributions are paid through a payroll deduction. Consult the Benefits Administrator for details.

6.9 Workers' Compensation

All employees are entitled to Workers' Compensation benefits paid by the Delaware County Electric Cooperative, Inc. This coverage is automatic and immediate and protects employees from work-related injury or illness.

Employees must report all work-related accidents, injuries or illness, no matter how minor, to their supervisor immediately. Failure to timely report incidents may lead to the forfeiture of benefits. Should the employee require medical attention they will be directed to contact their physician. In the case of a serious illness or injury, the employee will be directed to the nearest emergency room or urgent care center. As soon as possible, the employee will be required to complete an accident report and submit it to Human Resources.

If an employee cannot work due to a work-related injury or illness, Workers' Compensation insurance pays his or her medical bills and provides a portion of his or her income until he or she can return to work. The Cooperative has also negotiated an additional benefit to supplement an employee's wages up to 80% in the event of a work-related/work-related injury. Please refer to the applicable collective bargaining agreement for more details.

6.10 Unemployment Compensation

Unemployment compensation is designed to provide a temporary income for certain individuals who are out of work through no fault of their own. Depending upon the circumstances, employees may be eligible for Unemployment Compensation upon termination of employment with Delaware County Electric Cooperative, Inc. The Division of Unemployment Insurance of New York's Department of Labor determines eligibility for Unemployment Compensation. The Cooperative pays the entire cost of this insurance program.

6.11 Social Security

The United States Government operates a system of mandated insurance known as Social Security. As a wage earner, an employee is required by law to contribute a set amount of weekly wages to the trust fund from which benefits are paid. As employer, the Cooperative is required to deduct this amount from each paycheck an employee receives. In addition, the Cooperative matches employee contribution dollar for dollar, thereby paying one-half of the cost of employee Social Security benefits.

6.12 Retirement Plans

Delaware County Electric Cooperative, Inc. supports employee retirement preparation and investment by providing two government-approved and regulated plans for qualifying employees, i.e., a 401(k) Plan and a Retirement & Savings Plan (R & S). The details regarding eligible participation, contributions, vesting, administration, and investments are provided in the Summary Plan Descriptions as well as the labor contracts. Summary Plan descriptions for both plans can be found in the employee/director information section on the DCEC website. You will need your employee login information to access this section. If you have not established or have lost your login information, please see the DCEC Website Administrator.

6.13 EAP Plan

The Cooperative offers an Employee Assistance Plan (EAP) which is contracted to a 3rd party Cooperative. The plan is designed to offer employees assistance with personal matters such as legal, health, financial, etc. Please contact the Benefits Administrator or the CEO/GM for further information. Employees are encouraged to contact the EAP directly at www.theEAP.com, or 800-2524555, or 800-225-2527. You will be asked to give the name of your employer: Delaware County Electric Cooperative, Inc. Then you will be asked for your first and last name and your best contact phone number. You do not need a subscriber identification number to call and utilize EAP services. If you call and request some on-the-fly counseling, any EAP employee who answers the phone will be at least a master's degree level counselor.

6.14 Educational Assistance

The Cooperative offers educational assistance with some applicable restrictions and qualifications. Please refer to the Cooperative's Safety, Job Training and Education Policy which can be found on the DCEC website. In addition to this, the Cooperative engages in an annual review of required and requested training by all employees. Delaware County Electric Cooperative prefers and encourages employees seeking outside educational assistance to schedule classes and/or online training/classes whenever possible outside of normal business hours of the Cooperative.

Commented [RT5]: Generally, if the Cooperative expects to be reimbursed if an employee leaves the Cooperative, or doesn't finish a class, there needs to be an Education Agreement with the individual employees to that effect.

6.15 Short Term and Long Term Disability

The Cooperative provides Short Term Disability Insurance and Long Term Disability Insurance in accordance with the applicable collective bargaining agreement. Management employees are also eligible for disability benefits in accordance with the Cooperative's policy on Benefits for Management Employees, which can be found on the DCEC website.

7 TIME-OFF BENEFITS

Please note that the Cooperative reserves the right to evaluate each employee's request for leave time on a case-by-case basis and that exceptions will be made to the extent required by law.

7.1 Holiday Policy

All Delaware County Electric Cooperative, Inc. employees of regular status are eligible for holiday pay. Holiday pay will be based on the employment status of the employee. Regular full-time employees will be credited with 80 hours of holiday pay per year. Temporary employees will not be considered eligible. Please refer to the applicable collective bargaining agreement for previously negotiated paid holidays.

7.2 Vacation, Floating Holidays and Personal Time

All regular full-time Delaware County Electric Cooperative, Inc. employees are eligible to accrue vacation, floating holidays and personal time. Vacation, floating holiday and personal hours accrue on an annual basis and are all available on the first day of each year. Length of employment dictates hours accrued. Time may be taken in 1/2 hour increments. Please refer to the applicable collective bargaining agreement for additional details. All of these hours are commonly referred to as PTO (Paid Time Off). Per the labor contract, PTO must be used within the calendar year that it is accrued. However, up to 5 days can be carried over to the next calendar year with prior written authorization of the CEO/GM. Payout of remaining hours at time of termination of employment are outlined in the labor contracts.

In accordance with the current union contracts, vacations shall be scheduled at least one week in advance, except under emergency situations and with the authorization of the CEO/GM. Also, in accordance with the current union contracts, each employee shall be required to take one full week of continuous vacation at least once per year.

7.3 Sick Leave

Sick leave may be used during an employee's own illness or for an illness in the employee's immediate family, as well as for purpose set forth in NY Paid Sick Leave (NY PSL). Sick leave will be limited to nine (9) 8-hour days per year for all regular full-time employees and all hours are available on the first day of each year. Time may be taken in 1/2 hour increments. Please refer to the applicable collective bargaining agreement for additional details. Accrued limits are outlined in the labor contracts. Payout of remaining hours at time of separation of employment are outlined in the labor contracts.

An eligible employee may take leave under this policy for the following reasons, as set forth by NY Paid Sick Leave:

1. The mental or physical illness, injury, or health condition of the employee, regardless of whether such illness, injury, or health condition has been diagnosed or requires medical care at the time that such employee requests such leave, as well as the diagnosis, care or treatment of the same;
2. The mental or physical illness, injury, or health condition of an employee's family member, regardless of whether such illness, injury, or health condition has been diagnosed or requires medical care at the time that such employee requests such leave, as well as the diagnosis, care or treatment of the same;
3. An absence from work when an employee or an employee's family member has been the victim of domestic violence, a family offense, sexual offense, stalking, or human trafficking, including leave to:
 - a. Obtain services from a domestic violence shelter, rape crisis center, or other services program;
 - b. Participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or the employee's family members;

- c. Meet with an attorney or social services provider to obtain information and advice on, and prepare for and participate in, any criminal or civil proceeding;
- d. File a complaint or domestic incident report with law enforcement;
- e. To enroll children at a new school;
- f. Meet with a district attorney's office; and
- g. Take any other actions necessary to ensure the health or safety of the employee or the employee's family member, or to protect those who associate or work with the employee.

****An employee who has committed domestic violence, a family or sexual offense, stalking, or human trafficking is not eligible for leave under 3(a)-(f), nor may this leave be used on behalf of an employee's family member who has engaged in any of these.**

For purposes of this policy, "family member" is defined as an employee's child (including biological child, adopted child, foster child, a legal ward, or a child for whom the employee stands "in loco parentis"), spouse, domestic partner, parent (including biological parent, foster parent, step-parent, adoptive parent, legal guardian, or an individual who stood "in loco parentis" to the employee as a minor child), sibling, grandchild or grandparent, and the child or parent of an employee's spouse or domestic partner.

7.4 Unpaid Time Off (UPTO)

Employees are encouraged to reserve an appropriate amount of PTO and/or Sick Leave in case of emergency. In the event of an emergency requiring an employee to be away from work, Sick Leave and PTO shall be used prior to an unpaid leave being granted. UPTO shall not be granted to employees by the Cooperative except in emergencies. In the context of UPTO, an emergency is defined as a circumstance that the employee could neither predict nor control. The use of UPTO without approval of management shall be considered an unexcused absence and will be subject to discipline.

7.5 Bereavement Leave

A regular full-time employee shall be entitled to bereavement leave upon the death of certain immediate family members. The previously negotiated labor contracts contain a list of family members' deaths that would make the employee eligible for the bereavement leave.

7.6 Jury Duty

Delaware County Electric Cooperative, Inc. is committed to supporting the communities in which the Cooperative operates, including supporting the Cooperative employees in fulfilling their responsibilities to serve as jurors whenever it is possible. When an employee receives notification regarding upcoming jury duty, it is their responsibility to notify their direct supervisor and the Human Resources Department within one business day of receiving the notice. As stated in the labor contracts, the employee will be paid for the time necessary to fulfill the duties with the understanding that any monies received by the courts for their service will be turned over to the Cooperative as reimbursement.

7.7 Military Reserves or National Guard Leaves of Absence

Employees who serve in U.S. military organizations or state militia groups such as the National Guard may take the necessary time off to fulfill this obligation and will retain all of their legal rights for continued employment under existing laws.

7.8 Emergency Responder Leave

Employees who serve as members of volunteer fire departments and volunteer ambulance services will be permitted to take time off from work without loss of compensation and without the use of paid time off accruals, under the following circumstances:

While the employee is providing voluntary emergency services, the employee is unable to report to work at the Cooperative at his or her designated start time, and therefore the employee arrives late to work.

- While the employee is at work at the Cooperative, he or she receives a call for emergency services, and in the judgement of the employee, his or her participation in the emergency response is vital to

effectiveness of the response, and therefore the employee leaves work to participate in the emergency response.

Paid leave for emergency responders is subject to the following limitation:

- The cumulative financial and operational impacts of emergency responder leave shall not create a hardship for the Cooperative, in the judgement of the CEO/GM.

7.9 Uniformed Services Employment and Reemployment

As an Equal Opportunity Employer, Delaware County Electric Cooperative, Inc. is committed to providing the basic employment and reemployment services and support as set forth in the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

7.10 Expressing Breast Milk

The Cooperative will make a location available where our female employees may lactate in private and will allow reasonable breaks for the purposes of lactation. This location will not be a restroom. Generally, these breaks shall be 20-30 minutes in duration, once every three (3) hours, and should be arranged in advance with the employee's immediate supervisor.

Break periods for lactation are unpaid. An employee may take these breaks concurrently with her lunch breaks or during scheduled paid breaks. An employee may be required to postpone a scheduled break for lactation for up to 30 minutes if appropriate coverage is not available. The Cooperative permits female employees to take these breaks for up to three (3) years following the birth of a child.

Any employee needing breaks to lactate should notify her immediate supervisor, preferably prior to the employee's return to work. An employee may not be retaliated or discriminated against for choosing to lactate pursuant to this policy. Any employee who believes she has experienced discrimination or retaliation should notify her immediate supervisor or Human Resources.

7.11 Military Spouse Leave

Upon request, the spouse of a member of the armed forces of the United States, National Guard or reserves who has been deployed during a period of military conflict, to a combat theater or combat zone of operations shall be allowed up to ten (10) days unpaid leave by the Cooperative, as well as other leave as required by federal law and the New York State Paid Family Leave Act. Such leave shall only be used when the employee's spouse is on leave from the armed forces of the United States, National Guard or reserves while deployed during a period of military conflict to a combat theater or combat zone of operations.

7.12 Voting Leave

The Cooperative encourages all employees to fulfill their civic responsibilities and to vote in all official public elections. Generally, shift schedules will provide employees with enough time to cast their vote before or after working hours.

Employees who do not have sufficient time outside their working hours to vote may take up to two (2) hours off, at either the beginning or end of their shift, with pay, to allow time to vote. The Cooperative may specify whether the time be taken at the beginning or end of the shift. "Sufficient time" is defined as at least four consecutive hours either between the opening of the polls and the beginning of the employee's shift OR between the end of the employee's shift and the closing of the polls. Employees must notify their supervisor no more than ten (10) and not less than two (2) days before the election that they will take that time.

7.13 Blood Donation Leave

In accordance with Section 202-j of the NYS Labor Law, if an employee wishes to donate blood, the Cooperative will permit the employee paid leave for the time necessary to travel to a local blood donation site, donate blood, and return to work, up to a maximum of three (3) hours.

7.14 Bone Marrow Donation Leave

DCEC will provide employees who work an average of twenty (20) or more hours with up to three (3) days in order to donate bone marrow. Employees are asked to give notice of their scheduled bone marrow donation at least twenty-four (24) hours in advance and, in case of an unscheduled bone marrow donation, as soon as possible upon receiving the request for donation. Employees are required to submit physician verification on the length of leave requested for the bone marrow donation.

Non-exempt employees will not be paid for such time off, unless the employee voluntarily chooses to use PTO to cover such absence.

DCEC will not subject any employee to retaliation for requesting or taking leave pursuant to this policy.

7.15 Victims of Domestic Violence

Employees who are victims of domestic violence, or who have children who are victims of domestic violence, are entitled to protections under the law and will be provided time off from work for a reasonable time for the following reasons"

- To seek medical attention for injuries caused by domestic violence (including for a child who is a victim of domestic violence, provided that the employee is not the perpetrator)
- To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence
- To obtain psychological counseling relating to domestic violence (including for a child who is a victim of domestic violence, provided that the employee is not the perpetrator)
- To participate in safety planning and to take other actions to increase safety from future incidents of domestic violence, including temporary or permanent relocation; or
- To obtain legal services in relation to domestic violence, to assist in the prosecution of a domestic violence offense, or to appear in court in relation to incidents of domestic violence.

Employees who qualify will be provided with this time off unless it causes DCEC an undue hardship. Employers are required to use paid time off, when available, for these absences. Otherwise, the time will be unpaid. Employees must give reasonable advance notice of the need for this leave, when feasible, to their immediate supervisor or to Human Resources. DCEC may require an employee to provide documentation certifying the need for the absence, including 1) a policy report, 2) a court order, 3) evidence from a court or prosecuting attorney, or 4) medical documentation of ongoing treatment for a reason related to domestic violence. Employees will not be retaliated against for using leave under this policy. All questions regarding this policy can be answered by Human Resources.

7.16 New York Paid Family Leave

Objective

In accordance with the New York State Paid Family Leave Benefits Law, effective January 1, 2018, the Cooperative will provide employees based in New York State with time off to care for family members under certain circumstances detailed below. Employees on paid family leave (PFL) will receive partial pay through an insurance policy funded by a small weekly post-tax payroll deduction (set in accordance with state law). Under state law, participation in the PFL program is mandatory for all employees, except for those eligible for a waiver, as explained in the Waiver section below.

Eligibility

A full-time employee (regularly scheduled for at least 20 hours per week) is eligible to take PFL after he/she has been employed by the Cooperative for 26 weeks.

A part-time employee (regularly scheduled for less than 20 hours per week) is eligible to take PFL after working 175 days.

Time spent on Cooperative-provided paid time off will be counted towards eligibility, provided deductions were taken during that paid time. However, time spent on short-term disability (DBL) or unpaid leave is not counted.

AMOUNT OF LEAVE AVAILABLE

Employees may receive up to 12 weeks of PFL per year. The ~~52-week~~52-week period is counted by measuring backwards from each day for which PFL is taken. PFL may be taken in weekly or daily increments. In the event an employee also collects short term disability benefits (DBL) for his/her own disability, the maximum amount of time that can be taken under state law for both DBL and PFL is 26 weeks in a 52-week period.

Benefit Levels

Employees do not continue to receive their full pay from the Cooperative during PFL. Rather, after filing a claim with the Cooperative's PFL carrier, employees will receive 67% of their average weekly wages directly from the PFL carrier, subject to a state-wide cap. See Applying for Leave Benefits below.

Qualifying Reasons for PFL

Once eligible, employees can apply to take PFL for the following reasons:

- To provide care for a child (regardless of age), parent (including parent-in-law), grandparent, grandchild, spouse and/or domestic partner with a "serious health condition."

Providing care includes necessary physical care, emotional support, visitation, assistance in treatment, transportation, arranging for a change in care, assistance with essential daily living matters, and personal attendant services. During the leave, the employee must be in close physical proximity to the care recipient.

- *Serious health condition* means an illness, injury, impairment or physical or mental condition that involves either inpatient care or continuing treatment or supervision by a health care provider. For further detail as to whether a particular condition qualifies as a serious health condition, please consult with Human Resources.

Please note that ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., do not constitute a serious health condition.

- To bond with a new child following the birth, adoption or placement in foster care.
 - In the case of adoption or placement, leave may be taken prior to the adoption or placement if the employee's absence is necessary for the placement or adoption to proceed. The total leave must be taken within one year of the first day of leave, or within one year of the adoption/placement, whichever is earlier.
 - In the case of a birth, the leave must be taken within the first year following the child's birth.
- To attend to a qualifying exigency arising out of the fact that the employee's spouse, domestic partner, child or parent is on or has been called to military active duty.
 - The definition of qualifying exigency can be found in the Family and Medical Leave policy.

PFL is not intended, nor available for the employee's own disability or serious health condition. Disability may be available in those circumstances.

Intermittent Leave

PFL can be taken intermittently (in separate blocks of time) in full-day increments.

Employee Notice Requirements

- Employees must provide the Cooperative with notice prior to the start of any family leave by contacting Human Resources.
- If the need for leave is foreseeable, such as for planned medical treatment or appointments, or to bond with a child, the employee must provide *at least 30 days* advance notice, or as soon as the need for the leave is known.
 - If an employee fails to give 30 days' notice of a foreseeable PFL leave with no reasonable excuse for the delay, the Cooperative's PFL carrier may partially deny the leave claim for a period of up to 30 days from the date the notice is given.
- If the need for leave is not foreseeable, such as in the case of a medical emergency, change in circumstances, or lack of advance knowledge, employees are expected to adhere to the Cooperative's normal and customary call-in procedure, which requires employees to notify their supervisor as soon as possible and, absent extraordinary circumstances, no later than one hour before their scheduled starting time of their inability to report for work as scheduled. See Attendance and Punctuality policy for additional information.
- If the leave is taken on an intermittent basis, the employee must provide notice to the Cooperative as soon as he/she is aware of the need for leave before **each day of leave**, unless his/her supervisor/manager is aware the employee will be absent for a specified number of consecutive days.

Whenever possible, the employee is expected to schedule PFL time in a manner that minimizes disruptions to the department and operations of the Cooperative.

Applying For Leave Benefits

In addition to notifying Human Resources of the need for leave, to receive income replacement benefits while on PFL, the employee must submit a claim using the *Request for Paid Family Leave* form (PFL-1) to the Cooperative's PFL carrier, as well as the appropriate certification form (PFL-2, PFL-3, PFL-4, and/or PFL-5) and supporting documentation. The claim forms provide details regarding the documentation that will be required to support the request for PFL benefits. Claim forms are available from Human Resources.

Prior to submitting the *Request for Paid Family Leave* form to the carrier, the employee must provide the form to Human Resources for completion of the employer section. Human Resources will assist employees in filing PFL claims with the carrier, but it is critical that employees timely provide Human Resources with required documentation in order to facilitate the filing of the claim. **An employee will not receive benefit payments until the claim is fully submitted and approved.** The carrier will pay or deny the claim within 18 days of the submission.

If an employee is seeking payment for a previously taken time off (e.g., an absence due to an unforeseeable emergency), the claim must be filed with the PFL carrier within 30 days of the leave. However, employees are encouraged to file claims as quickly as possible to ensure prompt payment of benefits for qualifying leaves.

The Cooperative PFL carrier will make the final determination of whether an employee is eligible for PFL, whether the reason for the leave qualifies under the law, and whether the employee has provided sufficient documentation to support the need for leave. The determination is not made by the Cooperative.

An employee who is absent from work and whose PFL claim is not fully submitted to or approved by the PFL carrier may be authorized for leave, if eligible, under the Cooperative's other leave policies. However, if the employee does not qualify under those policies, or has no Cooperative-provided paid time off available, the absence may be treated as unexcused and subject to the Cooperative's attendance policy.

Use of Paid Time Off in Conjunction with PFL

Employees who take leave for one of the PFL qualifying reasons above but wish to be paid in full may elect to either:

- substitute available PTO for the PFL benefit; or
- supplement their PFL benefit with available PTO, in any amount necessary to bring their pay to 100 percent of regular wages. For example, an employee who is eligible to receive 50% wage replacement under this policy can elect to use 0.5 of a PTO day. In no event can the combination of PFL benefits and paid time off result in the receipt of more than 100% of an employee's regular wages.

When employees utilize Cooperative-provided paid time off benefits, the time off will still count against the employee's maximum PFL allotment, and the employee is still required to file a PFL claim with the Cooperative's PFL carrier.

Employees are expected to notify the Cooperative of this election at the time they notify the Cooperative of the need for PFL leave.

Maintenance of Health Benefits

While on an approved PFL leave, the Cooperative will maintain health coverage under any group health plan (medical) on the same conditions as coverage would have been provided if the employee had continued to work. Under current Cooperative policy, the employee pays a portion of the medical insurance premium. Voluntary benefits, such as supplementary life insurance, are 100% employee paid premiums.

If an employee is receiving paid time off compensation (e.g., PTO) from the Cooperative while on PFL, the Cooperative will continue to make payroll deductions to collect the employee's share of the premium for group health plans and voluntary benefits. If the employee is not receiving payment from the Cooperative during his/her PFL absence, or the payment from the Cooperative does not cover the appropriate deduction(s) at any time during the leave, the employee must pay the premiums due, either in person or by mail. It is the responsibility of the employee to make these payments during PFL by the date that the premium would have otherwise been deducted from the employee's paycheck. If the payment is more than 30 days late, the employee's coverage will be dropped for the duration of the leave. The Cooperative will provide 15 days' notification prior to the employee's loss of coverage.

If an employee does not retain group health plan coverage during a PFL leave, upon return from leave, the employee's group health plan coverage will be reinstated on the same terms as prior to taking the leave. Reinstated group health plan coverage will be effective the date the employee returns from leave.

Waiver

Certain temporary or part-time employees will be afforded the opportunity to waive PFL benefits, in which case the Cooperative will not take PFL payroll deductions. Only an employee who meets the following criteria can waive PFL benefits:

- Regular schedule is 20 or more hours per week, but the employee will not work 26 consecutive weeks; or
- Regular schedule is less than 20 hours per week and the employee will not work 175 days in a consecutive 52-week period.

If an employee elects to waive coverage and his/her regular schedule changes such that he/she works for 26 weeks or 175 days in a consecutive 52-week period, the waiver will be automatically revoked. When the waiver is revoked, the Cooperative may begin deducting contributions from the employee, including any retroactive amounts from the date of hire or an amount necessary to prevent the Cooperative from paying for coverage, at the Cooperative's discretion.

Restoration to Employment

Employees who return to work at the conclusion of an approved PFL leave will be restored to the same or to a comparable position (with comparable employment benefits, pay and other terms and conditions of employment) upon their return from leave.

Appeal Rights

An employee whose claim for PFL benefits has been denied by the Cooperative's PFL carrier has the right to appeal the determination through an arbitration proceeding. Appeal information is available from the PFL carrier.

Protection from Retaliation

The Cooperative will not discriminate and/or retaliate against any employee for inquiring about, applying for or using PFL benefits. Employees who believe they have experienced discrimination and/or retaliation should immediately notify their supervisor, Human Resources, or any other member of management.

Fraud

An employee who fraudulently obtains PFL leave, or who uses PFL leave in an improper manner, is subject to disciplinary action, up to and including termination.

8 EXPENSES

8.1 Introduction

Any manager who approves expense reports should be familiar with the policies "Employee Travel in the Interest of the Cooperative" and "Procurement, Receiving & Disbursement". Authorizing an expense report indicates to the Cooperative that the expenses reported are legitimate, reasonable, and comply with these policies.

8.2 Expense Reimbursement

Under ordinary circumstances, it is the policy of Delaware County Electric Cooperative, Inc. to reimburse travel expenses on the basis of actual expenses incurred. Employees traveling on Cooperative business are entitled to transportation, hotel accommodation, meals, and limited incidentals (for example, taxis and telephone calls) that meet reasonable and adequate standards for convenience, safety, and comfort. Mileage reimbursement and per diem rates will follow the federally suggested guidelines. Additional details can be found in the Employee Travel in the Interest of the Cooperative Policy which can be found on the DCEC website.

When employees are required to work storm duty and when such storm duty causes the need for the employee to eat a meal while working, then the Cooperative will pay for the cost of a reasonable meal in accordance with the current union contract. The Cooperative has arranged for certain restaurants to provide meals to Cooperative employees and to invoice the Cooperative. If employees eat a meal at an establishment that does not provide Cooperative invoicing, then the employee may submit their receipts for reimbursement.

9 EMPLOYEE COMMUNICATIONS

9.1 Open Communication

Delaware County Electric Cooperative, Inc. encourages employees to discuss any issues they may have with a co-worker directly with that person. If a resolution is not reached, employees should arrange a meeting with their direct supervisor. If the concern, problem, or issue is not properly addressed, employees should contact the Human Resources Department or the CEO/GM. Any information discussed in an Open Communication meeting is considered confidential, to the extent possible, while still allowing management to respond to the problem. Retaliation against any employee for appropriate usage of Open Communication channels is prohibited.

9.2 Staff Meetings

In order to keep the communication channels open, Delaware County Electric Cooperative, Inc. implements an annual Cooperative-wide staff meeting. Employees receive communications from Human Resources about federally mandated changes to their 401k limits, open enrollments for supplemental life insurance and any other updates to benefits in general. These annual meetings are also the forum for management and or board members to address the employee population regarding any significant opportunities and challenges faced by the Cooperative.

9.3 Suggestions

Delaware County Electric Cooperative, Inc. encourages all employees to bring forward their suggestions and good ideas about making the Cooperative a better place to work and enhancing service to the Cooperative member/owners. Any employee who sees an opportunity for improvement is encouraged to talk it over with management. Management can help bring ideas to the attention of the people in the organization that will be responsible for possibly implementing them. All suggestions are valued.

9.4 Closing Statement

Successful working conditions and relationships depend upon successful communication. It is important that employees stay aware of changes in procedures, policies, and general information. It is also important to communicate ideas, suggestions, personal goals, or problems as they affect work at Delaware County Electric Cooperative, Inc.

10 LABOR CONTRACTS

10.1 Outside Contract

10.2 Clerical (“Inside”) Contract

DRAFT



FY2022 STRATEGIC PLAN SUMMARY

Mission

DCEC is committed to safely, reliably, and cost effectively providing electric energy and related services to our members.

Values

- Safety
- Service
- Open Communications (internal/external)
- Integrity/Honesty
- Professionalism
- Respect

Stakeholders

- Members
- Employees
- Community
- Business Partners (suppliers, RUS, CFC, Federated, other distribution co-ops, NYSERDA, NISC, UUS, CoBank, etc.)
- Government and Regulators

Planning and Execution Timeline

This 5-year strategic plan ("the Plan") was developed by the Cooperative's Board of Directors and Management from October 20, 2021 through February 28, 2022. The Plan will be reviewed and modified, if appropriate, by the Board on a quarterly basis. The strategic goals are to be achieved over a 4 or 5-year period ending on December 31, 2027

Responsibility

The Cooperative's CEO/General Manager ("the CEO") is responsible for execution of the Plan and for reporting quarterly to the Board on progress toward the strategic goals. The CEO's Annual Goals and Objectives, which are utilized by the Board to evaluate the CEO's performance, shall be consistent with and serve the Strategic Goals in the Plan.

Prioritized Strategic Goals

#1 – Rate Structure

<u>Goal:</u> Review and develop a new rate structure for all service classes
Task 1: Complete Cost-of-Service Study (COSS) Estimated completion by June 2022
Task 2: Design rate and implementation plan, with success measured by annual results and projections of future years using Compass forecasting tool Estimated completion by July 2022
Task 3: Educate and demonstrate new rate structure, and measure success using surveys and/or advocacy group Estimated completion by August 2022
<u>Quantifying Success:</u> Review to determine if set value or ranges are appropriate for financial goals and objectives

#2 – Financial Goals

<u>Goal:</u> Establish financial goals and objectives to be incorporated into a financial policy
<u>Task 1:</u> Establish acceptable equity range (34-40%), with success measured by annual results and projections of future years using Compass forecasting tool.
<u>Task 2:</u> Establish margins to reach range, with success measured by annual results and projections of future years using Compass and Budget Pro forecasting tools
<u>Task 3:</u> Complete a 10-year financial forecast annually
<u>Task 4:</u> Meet semi-annually and adjust goals as needed
<u>Quantifying Success:</u> Improved financial position through equity and debt management. Review month-end financials and projections using our Form 7 and KRTA data to determine if set value or ranges are appropriate. - Establish acceptable equity range (34%-40%). - Maintain a Capital Credit Cycle (3-4% or < 30 years). - Maintain ratios above borrower covenants.

LAST UPDATED 10/21/21 CNE



FY2022 STRATEGIC PLAN SUMMARY

- Explore shared services and review procedures to reduce controllable costs

#3 - Reliability

<u>Goal:</u> Improve system reliability
<u>Task 1:</u> Quality Construction Work Plan (CWP) that is financially and operationally attainable. <p style="text-align: right;">Biennially in June</p>
<u>Task 2:</u> Embrace newer proven technologies to replace aging devices, measured by new devices becoming an increasing percentage of system devices
<u>Task 3:</u> Educate membership about outages and issues, as measured by input received from surveys/advocacy groups. <p style="text-align: right;">Annually in Aug as well as internet</p>
<u>Quantifying Success:</u> Identify and implement measures designed to improve transmission and distribution system reliability. SAIDI Total Excluding Transmission and Major Storm ¹ (KRTA #144 - #140 - #141) improves from 5-yr avg of 398 to 1-yr value 378 (benchmarked on a 5% improvement to our 5-yr avg) SAIDI Transmission (KRTA #140) improves from 5-yr avg of 156 to 1-yr value of 44 (benchmarked on 5-yr avg of median value for Northeast cooperatives) Operations Manager will coordinate the addition of fused cut-outs with Engineering Manager for each tap and distribution transformer fed from each 3-phase distribution feeder throughout the service territory. Engineering Manager will develop CWP and monitor NYSEG transmission reliability and identify root causes for significant reliability impacts. CEO will hold NYSEG accountable for preventable reliability impacts through direct communications when possible and PSC involvement otherwise. CEO will also continue adding educational system information to Facebook and website.

#4 - Member Engagement

<u>Goal:</u> Enhance our annual meeting to achieve greater member engagement.
<u>Task 1:</u> Achieve higher participation, as measured by actual number of attendees each year
<u>Task 2:</u> Better member engagement
<u>Task 3:</u> Bylaw review and possible change
<u>Task 4:</u>
<u>Quantifying Success:</u> For each monthly member communications priority, connect with members 7 different times, 7 different ways with a consistent message. Annual event targeting engagement of newer members, particularly families



RESOLUTION

**Reinstatement of Planned Increase in Fixed Monthly Service Charge
following the End of COVID-19 State of Emergency**

October 25, 2022

WHEREAS, the Board of Directors on April 7, 2020 voted to defer a planned increase of \$0.50 in the Fixed Monthly Service Charge for all residential, seasonal, and small commercial member service locations until the end of the COVID-19 State Of Emergency; and

WHEREAS, the COVID-19 Disaster Emergency declared by former Governor Andrew Cuomo, pursuant to Executive Order 202 issued on March 7, 2020, and each successor Executive Order to Executive Order 202 have expired as of June 25, 2021, effectively lifting the state of emergency; and

WHEREAS, it was previously resolved that the Board of Directors would direct the CEO to implement the planned \$0.50 increase to fixed monthly service charges in the first member billing that occurred following the lifting of the state of emergency; and

WHEREAS, that increase has not yet been implemented as of the date of this resolution;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby directs the CEO/General Manager to implement the previously approved Fixed Monthly Service Charge increase of \$0.50 effective January 1, 2023; and

BE IT FURTHER RESOLVED, that the Board of Directors directs management to take any and all appropriate steps to carry out the intent of this resolution.

CERTIFICATE OF SECRETARY

I, Laurie Wehmeyer, certify that I am Secretary of the Delaware County Electric Cooperative, Inc. Board of Directors and that the above is a true excerpt from the minutes of the regular board meeting of the Board of Directors of Delaware County Electric Cooperative, Inc., held on the 25th day of October 2022 at which a quorum was present and that the above portion of the minutes has not been modified nor rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of Delaware County Electric Cooperative, Inc. this 25th day of October 2022.

(Seal)

(Signature of Secretary)

CFO REPORT

September 28, 2022- October 18, 2022

FINANCE/ ACCOUNTING:

Payment Handling:

- The phase out of accepting payments over the phone with staff members has been functioning quite well. We've had some specific cases of members having difficulty (more than one account, etc.), a handful of older members that have difficulty with technology, and a few actual complaints (pushback from change?)
- Reviewing the data for Interactive Voice Response (IVR) payments via the automated phone line, payment activity has certainly increased.
 - January 2022- July 2022 average number of payments per month: 250
 - August 2022: 294 payments
 - September: 314 payments (Bill print message regarding live attendant payments)
 - October: Projecting 315-335 payments
- Autopay transactions have steadily increased throughout the year

Cost-of-Service Study:

- Continuing to evaluate and develop rate scenarios for a possible new residential and EV rate classes
- Intend to implement the \$.50 fixed charge increase to complete the suspended rate increase plan

Budgeting:

- Anticipated first round draft budget for the November board meeting
- Continue to gather pricing signals and data for 2023
- John and Mark to continue developing inputs and a blueprint for what the 2023 budget may look like

HUMAN RESOURCES:

Staffing:

- Tree Crew
 - Currently have multiple positions posted, goal is to hire two new staff members to bring the crew back to a total of 5
 - Interviews have been hosted so far but no candidate offers yet
- General Clerk
 - Linda, the new General Clerk, started on October 17th
 - Still have the Billing Assistant and General Clerk positions posted with the intent to fill one of those positions depending on candidate qualifications
- Engineering Manager
 - The position is still posted with no further progress
- System Coordinator
 - Mike Dianich has provided notice that he will leave the Cooperative December 1st
 - A posting for the System Coordinator and/or Staking Technician position will up shortly

Operations Manager Update

Engineering & Operations:

- Notable Outages and Occurrences: No notable outages windy weather on 10/13/22 caused several small, isolated outages on the system.
- Disconnections: Disconnections took place over the past two weeks in preparation for winter disconnect rules.
- Right of Way Crew: Crew clearing new ROW for line extensions for members. Still working on completing line sections in Meredith off Delhi Substation.
- Headquarters: No activity currently.
- Special Projects: Cat Hollow Substation Feed is up and running. Metering should be operational for November billing.

Safety Report:

- Injury Report: Three incidents since last report. As of now none are lost time.
- Safety Committee Activity: All Employee Safety Meeting scheduled for 11/4/22, inside scheduled for 10/27/22.

Respectfully submitted Ryan Sullivan 10/25/22

CSA Report

September/October

Member Engagement:

- Possible story with long-time members who remember when farms became electrified on Peakes Brook Road. Will hear back from member once they return from Europe – left on 10/13.
- Capturing ideas for continued member engagement
- Will be doing newsletter & billing inserts

Social Media:

- Maintaining positive engagement on social media

Media:

- Running job openings post in The County Shopper & The Reporter

Website:

- Working through migration with Software Developer by 12/1/2022

CEO/GM REPORT

September/October 2022

Government Relations and Outside Associations:

- NYAPP – Director Pick and CEO Gasstrom attended zoom/conference call meeting of NYAPP on Sept 30. Discussion was about Mutual Aid in response to Hurricane Ian and information about IJJA and IRA, as well as legal updates.
- NYSRECA GR – Director Pick and CEO Gasstrom attended zoom/conference call meeting of NYSRECA GR committee on Oct 7.
- NYAPP – Director Pick and CEO Gasstrom attended two-day NYAPP meeting in Corning, NY Oct 12-13.
- Oneida-Madison – Director Pick, CEO Gasstrom and CSA Linehan attended OMEC’s Annual Meeting on Oct 7.
- Steuben – Director Pick and CSA Linehan attended SREC’s Annual Meeting on Oct 15th
- Senator Peter Oberacker – CEO Gasstrom attended Senator Oberacker’s fundraising event on Oct 17.

Community Involvement:

- SUNY Delhi – Line Foreman Pietrantonio and CEO Gasstrom provided a tour of Delhi substation for Suny Delhi’s Electric line worker students and faculty on Oct 5.
- Delaware County Chamber – CEO Gasstrom attended a Chamber networking event on Oct 4.
- CEO Gasstrom and staff presented checks to the three charities selected during the Annual Meeting. Pictures were taken for use in social media.

Employee Relations:

- CEO Gasstrom has been conducting one-on-one meetings with both inside and outside staff.
- Planning for Employee Holiday party and possible Director Holiday dinner currently underway.

Grants:

- IJJA & IRA federal grant opportunities – Investigations into these opportunities continue, with discussion centering around collaborative approaches with the other NYS coops.

Facilities Update:

- Office space – Operations Manager Sullivan met with Tom Howard Construction to get a quote on the office reconfiguration. Working to schedule a Facilities Committee meeting to review.