



CORDOVA ELECTRIC COOPERATIVE, INC.

# TARIFF

Effective April 1, 2025

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## UPDATE HISTORY

<u>Tariff Section</u>	<u>Last Updated*</u>
1. INTRODUCTION	7/1/2009
2. NATURE OF SERVICES OFFERED	7/1/2009
3. TYPES OF SERVICE	7/1/2009
4. TECHNICAL PROVISIONS	7/1/2009
5. SERVICE CONDITIONS	7/1/2009
6. LINE EXTENSION POLICY	6/27/2018
7. SERVICE REQUIREMENTS	7/1/2009
8. BILLING AND COLLECTION	10/16/2023
9. SPECIAL SERVICE	7/1/2009
10. LIABILITY OF CEC	7/1/2009
11. COMPLAINTS BY CONSUMER	7/1/2009
SCHEDULE 100 – RESIDENTIAL	4/1/2025
SCHEDULE 200 – GENERAL SERVICE	4/1/2025
SCHEDULE 300 – BOAT HARBOR	4/1/2025
SCHEDULE 600 – QUALIFYING FACILITIES	1/1/2022
SCHEDULE 700 – STANDBY SERVICE	7/1/1994
SCHEDULE 800 – LARGE POWER	4/1/2025
SCHEDULE 810 – SEAFOOD PROCESSORS	4/1/2025
SCHEDULE 900 – STREET LIGHTS	4/1/2025
SCHEDULE 902 – SIGNAL LIGHTS	4/1/2025
SCHEDULE 950 – POWER COST EQUALIZATION	6/1/2004
SCHEDULE 951 – MODIFICATION OF RATES	2/22/2016
SCHEDULE 952 – FUEL COST ADJUSTMENT	1/1/2022
SCHEDULE 953 – WINTER INCENTIVE RATE	10/1/2024
SCHEDULE 1000 – INTERRUPTIBLE POWER	4/1/2025
SCHEDULE OF DEPOSITS AND CHARGES	7/1/2009

\*Last updated date refers to the date the tariff change is effective.

## **1. INTRODUCTION**

### **1.1 Preface**

Cordova Electric Cooperative, Inc. (CEC) has developed these Rules and Regulations to assist our consumers, staff, and people with whom we deal by establishing and administering a uniform set of service standards. These policies are designed to provide equitable service to all consumers.

### **1.2 Basis of Agreement**

This Tariff forms a contract between CEC and others with whom it deals. This document spells out what CEC will do and what the consumer or builder will do. As with any contract, it is the responsibility of the user to be familiar with the provisions of the contract.

### **1.3 Availability**

Copies of this Tariff, together with Rate Schedules, Forms of Application and Contract and Electric Service Specifications are on file for public inspection at the office of CEC during regular business hours. Upon request, a CEC representative will lend assistance in securing information from the Tariff.

### **1.4 Adoption**

These rules and regulations have been adopted by the Board of Directors of Cordova Electric Cooperative, Inc. in compliance with CEC's Articles of Incorporation and Bylaws and in accordance with the requirements of Federal, State and other bodies having jurisdiction.

No officer, agent, or employee of CEC has the authority to waive, alter, or amend this Tariff.

### **1.5 Applicability**

These Rules and Regulations apply to all services rendered by the CEC, except as otherwise provided in individual Rate Schedules or special contracts.

### **1.6 Definitions**

**ACTUAL COST**--The true final cost of labor, material, and overhead used to complete a line extension or addition of facilities.

**APPLICATION**--Written request for electric service.

**CITY OF CORDOVA, STATE OR LOCAL SUBDIVISION REQUIREMENTS**--The conditions which must be met by the subdivider prior to final plat approval by the City of Cordova. CEC may apply these requirements to the subdivisions located outside the City of Cordova.

**CONTRACT CAPACITY**--The amount of power, stated in kilowatts, that CEC agrees to make available for a consumer's use on a standby power contract.

**CONSUMER**--A legal entity, including any natural person, firm, association, corporation, body politic or subdivision thereof that meets the requirements of membership in CEC.

**COOPERATIVE**--Cordova Electric Cooperative, Inc. (CEC).

**DEMAND**--The maximum rate of delivery of electric energy during a month, measured in Kilowatts (KW), registered over a fifteen minute period by a demand meter.

**EASEMENT**--A legally binding grant of right of way by a consumer allowing CEC to construct overhead or underground electric facilities on the property of the consumer.

**ESTIMATED (CONSTRUCTION) COSTS**--CEC's estimate of the costs of labor, materials, labor overhead, easements, permits and other direct costs to complete a line extension or addition of facilities. CEC strives to ensure that its estimates are within plus or minus 15 percent of actual cost. However, contractor availability, weather, location and terrain conditions often make actual cost difficult to estimate.

**EXTENSION CREDIT**—The amount that CEC will pay to extend its distribution facilities to a new service. See Section 6 of this tariff.

**MEMBER**-A consumer who signed the membership card, approved by the Board of Directors, and therefore agreed to be bound by the By-Laws of Cordova Electric Cooperative and this Tariff.

**METER**--A device used to measure the amount of electric energy passing through the point of metering.

**METER SEAL**--A device made of plastic or metal which can not be removed from the electric meter without visible evidence of tampering. Meter seals are used by CEC to detect meter tampering. It is the responsibility of the consumer to protect the meter seal from unauthorized removal.

**MOBILE HOME COURT**--Three or more trailer spaces with water and sewer systems to each space.

**NON-REFUNDABLE CASH PAYMENT**--Cash payment to CEC for the extra cost associated with providing electrical facilities of a special nature to serve the consumer. This payment is non-refundable.

**PERMANENT (Electric Service)**--Electric service to premises which will take electric service permanently and continuously. CEC uses the following criteria to determine permanence: Access by standard four-wheel drive vehicle, adequate water and sewer systems, useful, inhabitable structure of at least 500 square feet attached to suitable foundation, incapable of being easily moved to other locations and having a minimum remaining use-life as a residence or business of ten years.

**POINT OF DELIVERY**--The point at which CEC delivers power to a consumer. This is normally the top of the weatherhead for overhead services, the line side of the electric meter for underground services and the point of connection to CEC's lines for primary service.

**PRIMARY (Voltage)**--Electrical facilities energized at a voltage greater than 480 volts.

**POWER DIVERSION**--Any intentional means or method used to obtain electric energy without paying the proper amount. The consumer does not have to be aware of the diversion or have instituted the diversion.

**RATE (Schedule)**--CEC's published charges for sales of electric energy including minimum charges, facility charges, demand charges, kilowatt hour charges and criteria for application of rate classes.

**RESIDENTIAL (Dwelling)**--A building or portion of a building that is set up for temporary or permanent habitation. Evidence of a residential dwelling may include beds, closets, kitchen, normal furniture, bath or shower, etc. A residential dwelling need not have anyone living there.

**RULES AND REGULATIONS**--Published policies governing CEC and its consumers in the matter of the furnishing of electric service by CEC and taking of electric service by the consumer.

**RURAL**--The part of CEC's service area that is located outside the City Limits of the City of Cordova.

**SCHEDULE OF DEPOSITS, FEES AND CHARGES**--A published list of standard dollar amounts which CEC charges its consumers for specific services rendered by CEC.

**SERVICE CONNECTION (Point)**--The precise location at which CEC owned electrical facilities connect to consumer-owned electrical facilities. See also Point of Delivery.

**SERVICE CONTRACT**--An agreement between CEC and a consumer which specifies a minimum monthly revenue to be paid by the consumer to CEC to help amortize the addition of electrical facilities by CEC to serve the consumer.

**STANDBY (Service)**--Electrical service and capacity furnished by CEC to be used by a consumer in the event the consumer's electrical generating equipment is unable to serve the consumer's load.

**TARIFF**--This entire body of Rules, Regulations, Rates and Charges governing the interaction of CEC and its consumers.

**TEMPORARY (Electric Service)**--Service to premises which CEC determines will probably not take electric service permanently and continuously. Those premises not meeting the requirements of permanency set forth by CEC shall be considered temporary.

**URBAN**--That portion of CEC's service area which lies within the City Limits of the City of Cordova.



## **2. NATURE OF SERVICES OFFERED**

### **2.1 Electric Services**

CEC provides 60 cycle (Hertz) alternating current, either single or three phase, at available standard voltages. Voltage, frequency and waveform are regulated to conform to the standard practices of the industry.

CEC shall, unless otherwise provided in this Tariff, construct, operate and maintain the facilities necessary to deliver electrical energy to the point of service connection to the service equipment owned by the consumer or prospective consumer (hereinafter "consumer"). Responsibility for design, construction, operation and maintenance and removal of CEC's lines and other facilities shall rest with CEC.

In the absence of compelling reason, all consumers shall be members of CEC.

### **2.2 Business Office**

CEC shall maintain a business office in Cordova, Alaska. This office shall be open from 8 a.m. until 5 p.m. Monday through Friday except Holidays. During business hours CEC may be reached at telephone number (907)424-5555. Outside of working hours this same number will be answered with a tape recording giving the proper after hours numbers. In an emergency the Cordova Public Safety Department may also be contacted.

CEC will NOT accept collect telephone calls.

### **3. TYPES OF SERVICE**

#### **3.1 Permanent**

Where the consumer's facilities are such that CEC has reasonable assurance that the premises will take electric service permanently and continuously, and where expenditures above CEC's normal limit are not required to service the premises, CEC will provide the facilities necessary to serve the consumer in accordance with Section 6 of this Tariff.

#### **3.2 Temporary**

Where service is to be used for temporary purposes, the consumer will be required to pay the cost, as defined in Section 9, of the connection and removal of equipment necessary to serve. In such cases, an advance payment sufficient to cover all such costs and energy to be used may be required.

#### **3.3 Boat Harbor**

CEC will provide an electric meter to city owned and maintained individual slips that are located in the Cordova small boat harbor as provided in the applicable rate schedules. The Boat Harbor rates only apply to electric energy delivered at the city owned and maintained facilities on the floats in the Cordova Small Boat Harbor.

#### **3.4 Standby**

CEC will furnish electric service to consumer's premises for standby service only as provided in the applicable rate schedules.

## **4. TECHNICAL PROVISIONS**

### **4.1 Determination of Use**

The quantity of electrical energy and electrical demand shall be determined by the registration of the electric meters provided by CEC except that:

- 4.1.1 Where the load is such that the amount of electrical energy consumed is fixed, CEC may elect not to meter the service and to bill the consumer a fixed amount as determined by the charge computed under the appropriate schedule.
- 4.1.2 Where temporary service is rendered under conditions making metering impractical, CEC may estimate the amount of energy consumed based on the consumer's load.
- 4.1.3 CEC is required to install its meters within plus or minus 2 percent accuracy. CEC will test a consumers meter upon request at no charge if the most recent calibration is more than 24 months old. If a consumer requests a meter accuracy check less than 24 months from the previous test, he must pay the charges as stated in Schedule of Deposits and Charges. In either case, should the meter, upon testing by CEC prove inaccurate, the charges will be refunded and billing adjusted per Rule-8.8. (The consumer will be furnished a test report document stating the accuracy of the tested meter.) The consumer may request that his meter be sent to an independent third party for calibration. The consumer will be responsible for all costs associated with independent calibration of his meter. Should the meter prove inaccurate upon testing, the testing charges will be refunded and billing adjusted per Section 8.8.
- 4.1.4 CEC will provide electric meters with demand registers for all accounts where the 15 minute demand at any time during the year exceeds 20 KW or the service is three phase. CEC may provide Demand meters on other services as provided by the applicable rate schedule, or for local data collection.

### **4.2 Protective Equipment**

It is the consumer's responsibility to provide suitable protective equipment for the devices and appliances in their premises. If three phase equipment is used, it is the consumer's responsibility to protect such equipment against single phase operation, reverse phasing, and under-and-over voltage conditions.

#### **4.2.1 Non-Standard Tolerances**

Where the consumer requires a degree of regulation of the characteristics of the electrical service greater than that normally furnished by CEC, the consumer shall be responsible for obtaining, installing and maintaining the required regulating equipment.

#### **4.2.2 Protection**

The consumer is responsible for overload, short circuit, and phase failure protection of the consumers own equipment. Certain protective devices normally considered necessary are recommended below:

**4.2.2.1 Line Starting Protection**

Any motor which, in starting, might be damaged by the full line voltage requires some type of protective device to disconnect it from the line during interruptions in service, thus protecting the motor when service is restored. CEC further recommends that such a device be equipped with a time delay mechanism so that the motor will not be disconnected by momentary fluctuations in voltage.

**4.2.2.2 Overload Protection**

Since the intense heat caused by overload might seriously damage the motor, the consumer should install a device that will disconnect the motor if overload occurs. Fuses, thermal relays or circuit breakers, which are specifically designed to operate when excessive current occurs, are some of the devices used for this purpose. Where the consumer receives three phase service, CEC recommends that such protective devices be connected to all phases.

**4.2.2.3 Single Phase Protection**

Where the consumer receives three phase service, a relay should be installed which will disconnect the motor from the lines in the event that one phase of the line becomes open.

**4.2.2.4 Reverse Phasing Protection**

For three phase installations of electric cranes, hoists, elevators, pumps and the like, the consumer should install relays that will disconnect the motor from the line in the event of accidental phase reversal.

**4.3 Additional Load**

Any consumer shall give CEC reasonable advance written notice of any proposed increase in required service. capacity.

**4.3.1 Addition to Single Phase Loads**

The consumer shall give CEC at least 60 days advance notice of any additional load requirements. The consumer will be required to pay for the cost of the increased facilities in excess of the Extension Credit. See Section 6.

**4.3.2 Addition to Three Phase Loads**

The consumer shall give CEC at least 6 months advance notice of any additional load requirements. The consumer will be required to pay for the cost of the increased facilities in excess of the Extension Credit. See Section 6.

**4.3.3 Conversion from Single Phase to Three Phase**

Three phase service is made available in specific portions of town. Consumers planning to convert from single phase to three phase should check with CEC to determine the availability and cost of providing three phase service. The consumer will be required to pay for the cost of the increased facilities if in excess of the Extension Credit. See Section 6.

#### **4.4 Undesirable Service Characteristics**

CEC may refuse its service to, or remove its service from, any installation which in the judgment of CEC will injuriously affect the operation of CEC's system or its service to other consumers.

##### **4.4.1 Reduced Voltage Starting**

All motors over 25 horsepower shall be provided with reduced voltage starting which will limit the starting current inrush to the level of a 25 horsepower motor.

##### **4.4.2 Three Phase Required**

Three phase motors are required for all motors over 10 horsepower.

##### **4.4.3 Highly Fluctuating Loads**

CEC may disconnect service to a consumer who adds any load that causes a large fluctuation in voltage or a significant disruption to the electric system, or otherwise disturbs the service provided to other consumers.

##### **4.4.4 Unauthorized Attachments**

Written permission is required prior to the attachment of any equipment or material to any CEC property including poles, guys, transformers, or other equipment or structures. Any unauthorized attachment is subject to removal at any time without notice. CEC assumes no liability for and will not be responsible for any unauthorized attachments.

#### **4.5 Hazardous Facilities**

CEC will immediately disconnect service to a consumer without advance written notice under the following conditions:

##### **4.5.1 Immediate Hazard**

Service will be disconnected if an immediate hazard exists which threatens the health or safety of the consumer or the general population or CEC's personnel or facilities.

##### **4.5.2 Meter Tampering**

Service will be disconnected if CEC has evidence of meter tampering, power theft, or fraud by the consumer.

##### **4.5.3 Curtailment**

Service will be disconnected if the consumer has failed to comply with the curtailment procedures imposed by CEC during an emergency.

#### **4.6 Inspection and Accessibility**

The consumer is responsible for installing and maintaining his electrical wiring and equipment in accordance with current applicable electric and building codes and obtaining certificates of approval from a competent inspection body.

**4.7 Interconnection With Consumer Owned Generation Equipment**

**4.7.1 Alternative Technology Generation**

CEC will permit the interconnection and operation of alternative technology generation as specified in schedule 600.

**4.7.2 Fossil Fuel Standby Generation**

CEC will not permit the interconnection and operation of fossil fuel standby generation facilities, such as diesel or gasoline driven standby generators on its system. Diesel or gasoline driven standby generators shall be connected to the consumers load only through a double throw switch that will prevent parallel operation with CEC's system.

## **5. SERVICE CONDITIONS**

### **5.1 Application for Service**

Each consumer requesting service shall sign CEC's standard application form. In the absence of a signed agreement or application for service, the delivery of service by CEC and its acceptance by the consumer shall be deemed to constitute an agreement and acceptance of CEC's service policies.

#### **5.1.1 Required Information**

CEC must obtain the following information at the minimum:

- (a) Name or names of the applicants.
- (b) Social Security Number or Tax ID Number (optional).
- (c) Service address.
- (d) Home and daytime telephone number.
- (e) Billing address.
- (f) Previous service address.
- (g) Date service is to begin.
- (h) Information as to whether service location previously had electric service.
- (i) Statement as to whether applicant is the owner, tenant, or agent. If tenant, the name and address of the owner.
- (j) Information as to anticipated use of service and anticipated energy and demand requirements of consumer.
- (k) Life support equipment, if any, to be used within the premises.
- (l) Name and address of any third party the consumer wishes to designate to be informed of any termination notice.
- (m) If applying for service in any name other than their own, the consumer shall certify their authority to execute the request for same.
- (n) E-mail address (optional).

#### **5.1.2 Proof of Identity**

Each applicant for service shall present sufficient proof of identity to allow CEC to determine the identity of the person.

#### **5.1.3 Right to Refuse Service**

CEC shall refuse to provide service to any consumer not providing the information required by this section. The consumer shall be required to certify the accuracy and correctness of information provided.

### **5.2 Contracts**

CEC may require a consumer, as a condition of service, to sign a contract guaranteeing a certain minimum level of revenue for a specified period of time. Other contracts may be required for specific services.

### **5.3 Minimum Term of Service**

Unless otherwise provided in a specific contract for service, the minimum term for which service will be rendered is one month or thirty (30) days.

### **5.4 Fees**

#### **5.4.1 Membership**

In the absence of compelling reason all applicants for service will be required to become a member of Cordova Electric Cooperative, Inc.

#### **5.4.2 Record Fee**

Each consumer upon application for service shall pay a fee to cover the initial expense of incorporating new account data into CEC's billing and consumer records system. See Schedule of Deposits and Charges.

#### **5.4.3 Connect Fee**

Each consumer applying for electric service at an existing metered location shall be charged a meter reading fee if CEC is required to perform the initial meter reading or turn on the electricity. This fee will not be levied if the electricity is already on and both consumer's agree to use the end of the month meter reading when they apply for service. See Schedule of Deposits and Charges.

### **5.5 Easements**

The consumer shall, without charge, at any time while receiving electric service, execute an easement providing a suitable right-of-way for CEC's distribution lines crossing consumer's property, to furnish the consumer with electric energy or to serve other consumers.

### **5.6 Access**

#### **5.6.1 Access to Premises**

Any properly identified employee of CEC shall have access to the premises of the consumer at all reasonable times for the purpose of reading meters, testing and/or inspecting load and service entrance equipment, repairing, removing or exchanging any or all equipment belonging to CEC. Service and meter locations shall be kept free of snow or other obstructions by the consumer at all times.

#### **5.6.2 Accessibility of Electric Meter**

Electric meters shall be located in an area accessible to CEC employees. Access must not require opening a door, lock, etc. The area containing the meter must have at least one open wall. No energy shall enter a dwelling or other closed room before it is metered. This does not apply to transformer rated meters. CEC employees shall have access to consumers' electric meters at all times. The consumer is responsible for providing a clear pathway from the street or alley to the meter for monthly meter reading purposes.



## **5.7 Establishment of Credit**

Each consumer will be required to establish and maintain credit satisfactory to CEC as a condition of receiving service.

### **5.7.1 Deposits**

CEC may require a separate deposit for each meter installed. The amount of the deposit required by CEC will not normally exceed two times the estimated average monthly bill of the consumer class for that or a similar location. Notwithstanding the foregoing, if the energy usage of a consumer is or may be reasonably expected to be subject to significant deviation from the average, the deposit may equal twice the monthly bill which may be reasonably expected.

5.7.1.1 A deposit for electric service is not required if the applicant is able to meet the following requirements:

5.7.1.1.1 The applicant has previously established a good payment record with CEC for a similar class of service at another location within the past two years without delinquency in payment during the last 12 consecutive months of service; or

5.7.1.1.2 The applicant provides a letter or other written verification from the electric utility which last provided comparable service to the applicant stating that the applicant was not delinquent in payment for the last 12 consecutive months of service at the prior location.

5.7.1.1.3 The applicant provides a third party guarantee. Since a third party guarantee is a transfer of liability from one party to another the acceptability of the third party guarantor is at the sole discretion of CEC. The third party guarantor must have established credit under similar usage and amounts. The third party guarantor must acknowledge their responsibilities in writing. The third party guarantor may revoke the guarantee in writing and CEC may then collect a deposit regardless of the payment record of the account.

5.7.1.1.4 If the deposit is over \$1,000.00 and the applicant provides a Surety Bond in the amount required for a deposit.

5.7.1.2 CEC will issue to the applicant a written receipt for the amount of the deposit and a description of CEC's terms and conditions in its effective tariff for the refund of deposits. CEC may not require a consumer to produce a deposit receipt in order to receive a refund of the deposit.

5.7.1.3 Unless otherwise requested by the consumer, CEC will refund deposits for residential electric service and accrued interest within 30 days after the earlier of

- (a) 12 months' continuous service if the consumer has not been past due in payment of utility bills more than twice and has not been disconnected for non-payment during the year.
- (b) Termination of service, to the extent the deposit amount exceeds any balance due the utility for electric service and late fee for that account, including accrued finance charges.

5.7.1.4 CEC may institute or adjust a deposit for an established consumer consistent with Section 5.7.1 if the consumer becomes delinquent in payment. See Section 8.5.8.

5.7.1.5 CEC will provide deferred deposit payment arrangements in cases of residential economic hardship or if the amount of the deposit is more than \$500.00. CEC may disconnect a consumer in accordance with Section 8.5 if the consumer does not maintain the agreed deposit payment arrangements.

#### 5.7.2 Interest on Deposits

If CEC collects and retains a deposit of over \$100.00, CEC will pay interest on the deposit at the time it is returned. Interest paid under this section shall be paid at CEC's average investment rate for the preceding calendar month or at the actual interest rate earned on the bank account in which the deposit is held, or other amount as prescribed by law.

#### 5.7.3 Deposits To Be Applied

Upon disconnection of service, CEC will apply all held deposits towards payment of the consumer's outstanding balance. The consumer will continue to be liable to CEC for the outstanding balance plus actual collection costs, if any.

#### 5.7.4 Former Indebtedness Paid

If a former consumer who is indebted to CEC attempts by some agency, relationship, or otherwise, to obtain service, CEC reserves the right to refuse service until payment is made of all money due.

#### 5.7.5 Not to Receive Benefit

A person who has been disconnected for non payment of a bill may not receive benefit of service by having the account transferred into another name if there has been no change in occupancy in the location.

#### 5.7.6 Landlord Notification

If requested in writing by the Landlord, CEC will notify the Landlord if a tenant has been or is to be disconnected for non payment. The account may be transferred into the landlord's name. If the person disconnected or to be disconnected continues to reside at the service location, the landlord must agree to be responsible for the past due bill of the tenant less any deposit.

**5.7.7 Tenant Notification**

CEC will notify a tenant if the landlord is to be disconnected for non payment of the consumer's rental unit and the service may be transferred to the tenants name with no liability for any amounts owed by the-landlord. This is not available for the "house" or common area meter if more than one residential unit is served by that meter.

**5.7.8 Disconnect Requested By Others**

At the request of a landlord, CEC may refuse to connect a tenant's electric service. CEC will not disconnect a tenant who is current in his bill at the request of a landlord. CEC will not refuse to reconnect a tenant who has been disconnected for non-pay if the tenant later pays amounts due as required by this Tariff.

**5.8 Applicable Rate**

Where more than one rate schedule is applicable, the applicant shall be advised of the lowest applicable rate.

**5.8.1 Alternate Rate Schedule**

When a consumer desires service on an applicable rate schedule other than that on which he is being billed, he shall so notify CEC in writing and the change in schedule will become effective after the next regular meter reading.

**5.9 Resale of Electricity**

The consumer shall not sell to others any of the electric service furnished by CEC.

**5.9.1 Master Meters**

No service will be supplied through a master meter for sub-metering for resale. This rule does not prohibit a consumer from furnishing unmetered electric service to rental units where a fixed amount to cover the cost of electricity is included in the rental charge.

**5.9.2 Combined Billing**

The rates set forth in the individual rate schedules are based upon the supply of service to one consumer through one meter on one premises and service measured through two or more meters on the same premises will not be combined for billing purposes. Upon request of an applicant, CEC may install more than one meter, but in such instances the bill for service through each meter will be computed separately and billed in accordance with the applicable rate schedule.

**5.9.3 Multi Occupant Building**

5.9.3.1 Service will be supplied only to one location for each building. All metering and service entrance equipment will be located at this point. Each separate residential unit or commercial unit separated by permanent walls must be metered separately. No master metering will be permitted. Laundry, furnaces, and other common use areas will be metered and charged according to the appropriate rate schedules.

5.9.3.2 A main disconnect shall be required at the metering point, normally on the outside of the structure.

5.9.4 Small Boat Harbor

CEC furnishes energy to individual slips in the small boat harbor on the Boat Harbor side of the point of delivery. CEC bills small boat harbor consumers for energy usage at rates which take the city ownership of facilities into account.

**5.10 Protection of CEC Property**

Any appliance or devices furnished at the expense of CEC shall remain its property and may be removed by it at any time on the termination of an agreement or the discontinuance of service.

The consumer shall be responsible for the safekeeping of the property of CEC on his premises and shall take all reasonable precaution against unlawful interference with such property.

**5.11 Tampering with CEC's Property**

In order to protect its equipment and service, CEC may seal the service switch and/or other devices or enclosures on the consumer's premises to prevent access by unauthorized persons. The consumer shall not in any way interfere with or alter the meters, seals, or other property used in connection with rendering electric service, or permit same to be done by others, other than the authorized agents or employees of CEC. Damage to or loss of this CEC property shall be paid for by the consumer. Damage to or removal of CEC's meters, seals or other property may be considered sufficient reason for discontinuance of service to a consumer until CEC has received satisfactory assurance that its equipment will be free from future interference and until all damages, fines and bills for metered or unmetered electricity have been paid.

## **6. LINE EXTENSION POLICY**

### **6.1 Conditions and Definitions**

#### **6.1.1 Contracts**

Before building an Extension, the Cooperative may require the applicant to sign a contract. Where a tenant occupies the service location, the Cooperative may require the property owner to sign the contract.

#### **6.1.2 Engineering Costs**

The Cooperative includes designing, engineering and estimating in its Extension Costs.

An advance payment of \$200 from the consumer or applicant is required for an engineering estimate. The Cooperative may require the applicant or consumer to advance any engineering costs in excess of this amount. The Cooperative will apply this advance payment to its Extension Costs. If the Extension Allowance exceeds the Extension Costs, the Cooperative will refund the excess up to the amount of the applicant's or consumer's advance.

If the applicant requests changes that require additional estimates, the applicant must advance the Cooperative's estimated Engineering Costs, but not less than \$200 for each additional estimate. The Cooperative will not refund or credit this payment.

#### **6.1.3 Extension**

An extension is defined as a branch from, a continuation of, or an increase in the capacity of, an existing Cooperative-owned distribution line. An extension may be single-phase, three-phase or a conversion of a single-phase line to three-phase line. All extensions shall be owned, operated and maintained by the Cooperative. All extensions shall be underground.

#### **6.1.4 Extension Allowance**

The Extension Allowance is the portion of the Extension the Cooperative may provide, or allow, without cost to the applicant. The portion will vary with the class of service the applicant requests and shall not exceed the Extension Cost. The Extension Allowance does not apply to additional costs resulting from: additional voltages; duplicate facilities; additional points of delivery; or any other applicant requested facilities that add to, or substitute for, the Cooperative's standard construction methods or preferred route.

#### **6.1.5 Extension Costs**

Extension Costs are the Cooperative's total costs for constructing an Extension using the Cooperative's standard construction methods, including services, labor, materials and overhead charges.

#### **6.1.6 Extension Limits**

The provisions of this rule apply to Extensions that require standard construction and will produce sufficient revenues to cover the ongoing costs associated with them. The Cooperative

will construct Extensions with special requirements or limited revenues under the terms of special contracts.

Examples of special requirements include, but are not limited to, unusual costs incurred for design or construction, work outside normal business hours, use of special equipment and facilities, accelerated work schedules to meet the applicant's request, or non-standard construction requirements.

**6.1.7 Routes, Easements and Rights-of-Way**

The Cooperative will select the route of an Extension in cooperation with the applicant. The applicant will acquire and pay all costs of obtaining complete unencumbered rights-of-way, easements or licenses to use land, and will pay all costs for any preparation for clearing of land the Cooperative may require. Any required easements will be prepared on Cooperative provided forms. The applicant may request the Cooperative assist in obtaining rights-of-way, easements or licenses as described above at the applicant's expense.

**6.1.8 Rules Previously in Effect**

Rule changes do not modify existing Extension contracts. If a consumer advanced funds for an Extension under a rule or a contract previously in effect, the Cooperative will make refunds for additional consumers as specified in the previous rule or contract.

**6.1.9 Service Conductors**

The secondary-voltage conductors extending from the underground, a voltage transformer, or a voltage switch cabinet to the Point of Delivery.

**6.2 Residential Extensions**

**6.2.1 Extension Allowances**

The Extension Allowance for a permanent single residential application is \$3,500. Meters used by the Cooperative for billing purposes are provided at no cost to the applicant. The applicant must advance the estimated costs exceeding the Extension Allowance prior to the start of construction.

The Cooperative will periodically review the Extension Allowance and may propose adjustments from time to time.

**6.2.2** CEC shall not begin construction of the service extension until the Customer has: 1) paid CEC all estimated costs in excess of the Extension Allowance (unless the eligible Customer has signed an agreement to pay the balance of estimated costs in excess of the Extension Allowance in accordance with Section 6.2.3 below). The customer is responsible for all cost overruns up to 10 percent of the estimated costs of the service extension and all costs caused by the customer subsequent to the initial written estimate. Additional costs that were not caused by the customer in excess of 110 percent of the initial estimate shall be paid for by CEC.

6.2.3 CEC offers a payment plan option for individual homeowners who meet eligibility requirements. The applicant will be required to execute both a deed of trust as security and a written agreement in addition to any monthly payment for electric service. Under the “payment plan” option, CEC will secure a limited title search for the applicant’s property served by the line extension. The cost of the title search and the recording fee for the deed of trust must be paid by the applicant before construction. All contracts so executed shall have a term of two (2) years.

If the applicant or member sells the residence while the contract is in effect, the member will be required to pay the outstanding balance in full at the time of sale. Alternatively, CEC may permit the new owner to assume in writing the payment obligations of the contract.

6.2.4 Additional Consumers, Advances and Refunds

A consumer that pays for a portion of the construction of an Extension may receive refunds if additional consumers connect to the Extension. The consumer is eligible for refunds during the first five years following construction of an Extension for up to three additional consumers. Each of these three consumers utilizing any portion of the initial Extension must pay the Cooperative, prior to connection, 25% of the cost of the shared facilities. The Cooperative will refund such payments to the initial consumer.

**6.3 Nonresidential Extensions**

6.3.1 Extension Allowances

The Extension Allowance for permanent single non-residential applications is \$1,700. Meters used by the Cooperative for billing purposes are provided at no cost to the applicant. The applicant must advance the estimated costs exceeding the Extension Allowance prior to the start of construction.

The Cooperative will periodically review the Extension Allowance and may propose adjustments from time to time.

6.3.2 Additional Consumers, Advances and Refunds

A consumer that pays for a portion of the construction of an Extension may receive refunds if additional consumers connect to the Extension. The consumer is eligible for refunds during the first five years following construction of an Extension for up to three additional consumers. Each of these three consumers utilizing any portion of the initial Extension must pay the Cooperative, prior to connection, 25% of the cost of the shared facilities. The Cooperative will refund such payments to the initial consumer.

**6.4 Large Power Extensions**

6.4.1 Extension Allowances – The greater of:

- a) \$1,700 allowance for permanent single large power application or;
- b) \$100 X the estimated annual peak demand in kilowatts.

Metering used by the Cooperative for billing purposes is provided at no cost to the applicant. The applicant must advance the estimated costs exceeding the Extension Allowance prior to the start of construction.

The Cooperative will periodically review the Extension Allowance and may propose adjustments from time to time.

**6.4.2 Additional Consumers, Advances and Refunds**

A consumer that pays for a portion of the construction of an Extension may receive refunds if additional consumers connect to the Extension. The consumer is eligible for refunds during the first five years following construction of an Extension for up to three additional consumers. Each of these three consumers utilizing any portion of the initial Extension must pay the Cooperative, prior to connection, 25% of the cost of the shared facilities. The Cooperative will refund such payments to the initial consumer.

**6.5 Seafood Processor Extensions**

**6.5.1 Extension Allowances**

Applicants are responsible for all costs of installation to include transformer, metering, primary and secondary conductors and labor to install.

Ownership of electrical facilities will be defined as the primary metering point or in the case of secondary metering, the transformer.

In the case of a secondary metering point CEC will provide and own current transformers (CT's) and instrument rated meter.

**6.6 Extensions to Planned Developments**

**6.6.1 General**

Planned developments, including subdivisions and mobile home parks, are areas where groups of buildings or dwellings may be constructed at or about the same time. The Cooperative will install facilities in developments before there are actual applicants for service under the terms of a written contract.

**6.6.2 Allowances and Advances**

For nonresidential developments the Developer must pay a non-refundable advance equal to the Cooperative's estimated installed costs to make primary service available to each lot.

For residential developments the Cooperative will provide the Developer a maximum Extension Allowance of \$750 for each lot. The developer must pay a non-refundable advance for all other costs to make secondary service available at each lot.



For both nonresidential and residential developments the Cooperative may require the Developer to pay for facilities to provide additional service reliability or for future development.

**6.6.3 Refunds**

The Cooperative will make no refunds for facilities installed within a development. However, a developer may receive refunds on an advance paid for a new Extension to the development as additional consumers connect to that Extension outside the development. The Developer is eligible for these refunds during the first five years following construction of an Extension to reach the development for up to three additional consumers. Each of these consumers must pay the Cooperative, prior to connection, 25% of the cost of the shared facilities. The Cooperative will refund such payments to the Developer.

**6.7 Extension Exceptions**

**6.7.1 Temporary Service**

For all Temporary Service requests the consumer shall pay:

- a. The estimated installation cost, plus
- b. The estimated removal cost, plus
- c. The estimated cost for rearranging any existing facilities, less
- d. The estimated salvage value of the facilities required to provide Temporary Service.

The consumer is also responsible for electric service supplied under the appropriate rate schedule; any advances required for sharing previous Extensions; and, depending on the consumer class, Contract Minimum Billing.

If a temporary consumer takes service continuously for 60 consecutive months from the date the Cooperative first delivered service, the Cooperative will classify them as permanent.

**6.7.2 Street and Signal Light Extensions**

Applicants are responsible for all costs of installation to include, but not limited to: poles, wire, hardware, light fixture and trench.

**6.8 Relocation or Replacement of Facilities**

**6.8.1 Relocation of Facilities**

If requested by an applicant or consumer, the Cooperative will relocate distribution facilities on to or adjacent to the consumer's premises. If existing easements are insufficient for the new line, the applicant or consumer is responsible for obtaining new easements.

In addition the applicant or consumer must advance the following:

- a. The estimated installed cost of the new facilities plus the estimated removal expense of the existing facilities, less
- b. The estimated salvage value of the removed facilities.

This Advance is not refundable. The Cooperative is not responsible for allocating costs and responsibilities among multiple applicants.

#### **6.9 Reconnection After Disconnection for Self-Generation**

Should a consumer who has previously received service from the Cooperative, but who disconnected service to self-generate power, desire to be reconnected, the consumer shall pay the Cooperative in advance as a non-refundable contribution-in-aid of construction, an amount equal to the installed cost of the capacity required to serve the consumer when reconnected. If no additional capacity increase is being considered by the cooperative, the cost shall be the cost per installed KW of the most recent base load generating unit. If the Cooperative is planning a capacity increase, the cost shall be the anticipated cost per installed KW of the next base load generating unit.

## **7. SERVICE REQUIREMENTS**

### **7.1 General Requirements**

As a guide for the applicant or his electrical engineer and contractor regarding an installation, CEC has prepared "Electric Service Requirements", copies of which are on file at the CEC office. As issued and as modified from time to time without notice, these specifications will be enforced.

#### **7.1.1 Electric Service Requirements**

The electric service entrance must be of adequate size for the anticipated loads. In general CEC recommends 200 amp entrance equipment for residential units.

### **7.2 Location**

The location of the consumer's service equipment and point of service connection will be determined by CEC. Alternate service locations preferred by consumer must be approved by CEC. Under normal access conditions, the consumer's service equipment shall not be located more than 300 feet inside the property line.

### **7.3 Service at Voltages Above 480 Volts**

#### **7.3.1 Available Voltage**

CEC uses 7200Y/12470 four wire wye. Any consumer desiring service at primary voltage should check with CEC to determine the availability of the desired voltage. Some areas do not have three phase power available.

#### **7.3.2 Point of Delivery**

The point of delivery for voltages above 480 volts is the existing CEC lines before the consumer is connected.

#### **7.3.3 Responsibility of Consumer**

Where primary voltage service is supplied, the consumer, at his expense and in a manner satisfactory to CEC shall, furnish, install and maintain on his premises such switches, transformers, regulators, relays, capacitors, and other equipment as the Cooperative may deem necessary. CEC will determine whether primary or secondary voltage metering will be installed based on consumers load.

### **7.4 Service to Multi-Occupant Building**

The consumer must arrange the wiring of a multi-occupant building so that the wiring for all stores or apartments will terminate at a common point or points designated by CEC.

### **7.5 Service to Mobile Home Courts**

In order for the occupants of mobile home courts to receive service, the mobile home court owner must furnish, install, and maintain an underground secondary voltage distribution system in accordance with applicable electric codes and CEC's requirements. The Mobile Home Court owner must furnish and install an underground primary distribution system which will be maintained by CEC after acceptance. See Section 6.4.3.

**7.6 Change in Location**

Any change in the location of a service connection, provided such change is approved by CEC, will be paid for by the consumer.

**7.7 Transformer Rated Meter Bases**

All meter bases to be used in application containing current transformers shall not be of the "automatic circuit closing" type. Test switches will be used to manually shunt all current transformers before removal of the electric meter.

## **8. BILLING AND COLLECTION**

### **8.1 Net Rates**

Electric energy shall not be sold at prices other than those stated in the rate schedules.

### **8.2 Rendition of Bill**

Bills shall be deemed rendered, and other notices duly given, when delivered to the consumer personally or when mailed to him at the premises supplied, or at the last known address of the consumer or when left at either of such places. Failure to receive such bills or notices from CEC will not entitle the consumer to any delay in the settlement of each month's account.

### **8.3 Bill Due**

Bills of CEC are due when rendered and are payable (without discount) at the office of CEC. Any bill not paid within thirty days of the billing date specified on the bill, will be considered delinquent and subject to disconnection.

#### **8.3.1 Deferred Payment Plan**

CEC shall offer a deferred payment plan. The extension of time to pay the bill shall not be offered more often than twice in a six month period. The extension will not normally exceed 10 days but under hardship cases may be for a period not to exceed 30 days.

#### **8.3.2 Life Support Equipment**

CEC will not normally disconnect consumers using life support equipment without contacting both the consumer and the appropriate social service agency. CEC will make every effort to work out an acceptable time payment plan that will enable uninterrupted electric service. CEC will attempt to contact any consumer using life support equipment prior to any scheduled service interruption.

### **8.4 Late Charge**

CEC will charge a late charge, as specified in Schedule of Deposits and Charges, for any account where payment is not received by the last working day of the month in which the bill is due.

### **8.5 Disconnect Procedure**

A consumer may be disconnected with proper notice for any of the following reasons:

- (a) Failure to pay bills, line extension surcharge or other amounts due CEC in a timely manner.
- (b) Failure to meet or maintain an adequate deposit.
- (c) Knowing and continued failure to provide access to the electric meter or other CEC owned equipment.
- (d) Consumer breach of special contract or agreement with CEC including a line extension agreement, deferred payment agreement, or deferred deposit payment agreement.
- (e) To comply with the order of governmental agencies having jurisdiction in the matter.

**8.5.1 Ten Day Notice**

Not less than ten days prior to disconnection CEC will mail to the consumer at the address shown on the records of CEC a past due notice that will contain at a minimum the following information:

- (a) Name and address of consumer to be disconnected.
- (b) Address at which service will be disconnected.
- (c) The date after which service will be disconnected.
- (d) An explanation of the reason service is to be disconnected.
- (e) If non payment is the reason for disconnection the notice shall also include:
  - (1) The amount that must be paid to prevent service disconnection.
  - (2) A statement advising the consumer to contact the utility to work out a payment schedule.
  - (3) A list of governmental agencies who have programs to assist the consumer.
- (f) A request to notify CEC if the residence is occupied by a person seriously ill, elderly, handicapped, or dependent on life support systems.
- (g) A statement advising the consumer that they have the right to dispute the bill if they believe an error has been made.
- (h) The tariff amount for reconnection of service after disconnection.

**8.5.2 Two Day Notice**

Not less than 48 hours nor more than ten days prior to disconnection, CEC shall contact each consumer to be disconnected either by phone, in person, electronically or by door hanger to be left at the location to be disconnected. This notice shall contain, at the minimum the following information:

- (a) The name and address of the consumer to be disconnected.
- (b) The address at which service will be disconnected.
- (c) A statement of the reason for disconnection.
- (d) The date after which disconnection will take place.
- (e) If non payment is the reason for disconnection the notice shall also include:
  - (1) The amount that must be paid to prevent service disconnection.
  - (2) A statement advising the consumer to contact the utility to work out a payment schedule.
  - (3) A list of governmental agencies that have programs to assist the consumer.
- (f) A request to notify CEC if the residence is occupied by a person seriously ill, elderly, handicapped, or dependent on life support systems.
- (g) A statement advising the consumer that they have the right to dispute the bill if they believe an error has been made.
- (h) The tariff amount for reconnection of service after disconnection.

**8.5.3 Ten Day Notice Not Required**

A ten day notice is not required in the following instances and only the Two Day Notice of Section 8.5.2 need be given:

- (a) A consumer's check is returned for insufficient funds.
- (b) Failure to honor previous payment agreement.

**8.5.4 Day of Disconnect**

No disconnects will be completed on a Friday, or a day before a holiday during which CEC offices will be closed, or before noon on a day following a weekend or holiday during which CEC offices are closed. The disconnection may occur up to eight days after the date specified in the two day notice. If disconnection is not accomplished within ten days of the two day notice, another two day notice must be given.

**8.5.5 Collection Costs**

The consumer shall pay CEC's cost of collection including legal fees.

**8.5.6 Charges To Be Paid**

Where a consumer's service is discontinued for non-payment of bills, CEC reserves the right to refuse to furnish service to said consumer at the same or any other location until all charges, including the reconnection charge and other monies due CEC, have been paid.

**8.5.7 Reconnection Charge**

CEC may make a charge for the reconnection of service where it has become necessary to disconnect service for the non-payment of bills. The charge for this service shall reflect CEC's costs for providing such service as provided in the Schedule of Deposits and Charges.

**8.5.8 Right to Require Deposit**

CEC may require a consumer to pay a deposit or adjust the amount of a deposit after disconnection for non payment. CEC may not require this deposit be paid as a condition for reconnection of service.

**8.6 Billing Period**

**8.6.1 Billing Month**

Normally each meter is read on the same date each month and bills are rendered accordingly. An actual billing period may vary from the optimum period because of adverse weather, weekends, holidays and workloads; no adjustments in bills will be made for such variation.

**8.6.2 Partial Month**

When service is initiated or discontinued during a month, the facilities charge will be prorated based on a thirty (30) day month. Demand charges shall not be prorated.

**8.6.3 Self Read Meters**

Certain locations that are not easily accessible have self-read meters. CEC will make an effort to contact consumers with self read meters who are responsible for providing a read by the 30th of the month. CEC will estimate readings for those consumers who do not provide a read in time. CEC shall read each self read meter at least once per year to verify the accuracy of the readings obtained.

## 8.7 Estimated Bill

If CEC is unable to read a meter because of road, weather or other conditions, CEC shall estimate the meter reading and bill the consumer accordingly. Estimates will be based on records of previous usage, weather conditions and length of billing period. CEC shall indicate on the bill if the reading has been estimated.

## 8.8 Adjustment of Errors

### 8.8.1 Period to be Adjusted

#### 8.8.1.1 Meter Malfunction

If a meter in service is tested and found to have over-registered the amount of power delivered by more than two percent, CEC shall recalculate the bills for service from the known date of error, and shall make a refund or credit for the entire over-registered amount if it exceeds \$5. If the beginning date of error is unknown, CEC shall refund or credit the most recent consumer of record for the billed error for the period since the meter was last tested, not to exceed six months, or the period during which the most recent consumer of record received service through the meter, whichever period is less.

If the meter of a residential or small commercial consumer is tested and found to have under-registered the amount of energy or power delivered, CEC will not charge the consumer for any underbillings unless there is evidence of meter or electric service tampering by the consumer. If the meter of a wholesale, large power, or large commercial consumer is tested and found to have under-registered the amount of energy or power delivered, CEC may charge the customer for underbillings for usage for no more than the four previous months unless there is evidence of meter or electric service tampering by the consumer.

#### 8.8.1.2 Billing Error

Except as provided for in Section 8.1.1.1, CEC may render a “make-up” bill, without finance charge, for service that has not been billed as a result of a CEC billing error or more than two consecutive estimated bills. Make-up bills are subject to the following restrictions: **(1)** the initial make-up bill must be issued within six months after provision of the previously unbilled service; and **(2)** the period for payment of the make-up bill may, at the option of the consumer, **(A)** extend at least as long as the period during which the excess amount accrued; or **(B)** extend as long as necessary so that the quantity of service billed in any one billing period is not greater than 150 percent of the normal estimated quantity for that period.

In case CEC shall, for any reason, incorrectly over-bill a consumer, upon discovery, CEC will correct such billing error for a period not to exceed six months, not counting the month in which the error was found or reported.



**8.8.1.3 Meter or Electrical Service Tampering**

If there is evidence of meter or electric service tampering by the consumer, CEC will calculate or estimate the consumption based on the information available to CEC. In this case, the period to be corrected will be the period in which the damage, fraud, or theft occurred or is estimated to have occurred based on the information available to CEC.

**8.8.2 Estimated Consumption**

If for any reason the actual amount of usage or demand cannot be determined, CEC will calculate or estimate the consumption based on the information available to CEC.

**8.8.3 Time to Pay**

**8.8.3.1 Error in Consumers Favor.**

If the error is in the consumer's favor, CEC shall apply the amount of the error to the consumer's account. If the error is larger than \$100.00 the consumer may request a cash refund.

**8.8.3.2 Error in CEC's Favor.**

If the error is in CEC's favor, the consumer shall be given the opportunity to pay for the error over time, without interest. If the consumer is on service, an amount not to exceed one-half the true average monthly bill will be added to the consumer's bill each month. If the consumer is off service, the consumer will be allowed to make similar payments.

**8.9 Change of Occupancy or Account Responsibility**

Bills are rendered in the name of the person shown in CEC's records as the party responsible for electric consumption at the specified location. Any change of occupancy, ownership or account responsibility must be reported to CEC in writing.

**8.10 Between Renters/Interim**

CEC may sign an agreement with owners or operators of rental properties for the automatic continuance of service in the owner's name during periods of vacancy between renters. During such periods of vacancy, the owners will be billed as specified in the applicable rate schedule.

## **9. SPECIAL SERVICE**

### **9.1 Nature of Service**

All work done by CEC for consumers, in addition to normal work during normal working hours associated with supplying electric service, will be charged for as defined herein. For example, the following special services will be handled in this manner.

1. Installation of temporary service.
2. Connecting or disconnecting service outside regular business hours at the request of the consumer.
3. Relocation or removal of CEC-owned or jointly-owned poles, wire or other facilities.
4. Making temporary changes to accommodate consumer.
5. Making emergency repairs to consumer's electrical equipment or repairing CEC equipment damaged by consumer or his contractor or agent.
6. Collecting bills from delinquent consumers.
7. Testing accuracy of CEC's meters at consumer's request. See Section 4.1.3:
8. Upgrading CEC's facilities to accommodate additions or changes in consumer's load. See Section 6.

### **9.2 Charges**

For services of this nature, the consumer will be charged CEC's actual cost including labor, transportation, materials, indirect costs and overhead.

For specific services CEC may establish fixed charges representative of the average costs of such services. See Schedule of Deposits and Charges.

## **10. LIABILITY OF CEC**

### **10.1 For Irregularities or Failure of Service**

CEC works hard to provide a regular and reliable source of electric energy. No company can be perfect and outages will occur. CEC agrees to use reasonable efforts in the provision of electric energy. CEC will not be held liable for irregularities of service that are not caused by its own negligence.

### **10.2 For Consumer's Equipment**

CEC is not an inspection agency and as such, makes no warranty as to the suitability or safety of any consumer owned or installed equipment.

### **10.3 For Consequential Damages**

Should CEC be liable for a failure due to its own negligence, CEC will not be liable for consequential damages and will only be liable for damage to the equipment directly affected by CEC's negligence.

## **11. COMPLAINTS BY CONSUMER**

### **11.1 Complaint Procedure**

Any consumer who feels that CEC has violated its Tariff or has otherwise not accorded him fair and equitable treatment may submit the matter for review under the following complaint procedure. The complaint will be heard by higher authority only if the following steps have been completed.

**Step 1:**

If an employee of CEC is unable to resolve a complaint, they shall immediately refer to the Department Head concerned, who shall make every reasonable effort to settle the matter within five working days.

**Step 2:**

If the Department Head is unable to resolve the complaint in a timely manner, the consumer shall put the complaint in writing in a letter addressed to CEC's Chief Executive Officer.

**Step 3:**

If the Chief Executive Officer is unable to resolve the complaint within seven (7) working days, the consumer may request a formal hearing before the CEC Board of Adjustment. The Board of Adjustment shall consist of three CEC Board members appointed by the Chairman for a one year term. The Board of Adjustment shall determine the facts of the complaint, receive testimony from the Chief Executive Officer and/or his representative and the consumer and/or the consumer's representative and prepare a written decision. The decision shall consist of three parts:

- (1) the facts of the complaint,
- (2) the applicable section of the Tariff,
- (3) a ruling on the complaint.

**Step 4:**

Either the Chief Executive Officer or the consumer may request the matter be placed on the agenda of the next meeting of the CEC's Board of Directors, where the consumer and the Chief Executive Officer may appear in person to appeal the determination of the Board of Adjustment. Before the meeting, each Director shall be furnished with a copy of the Board of Adjustment's report on the matter.

## **SCHEDULE 100 – RESIDENTIAL**

### **AVAILABILITY**

Available to consumers of the Cooperative for all home uses subject to its established rules and regulations. Service under this schedule is limited to individual motors up to and including ten (10) horsepower.

### **TYPE OF SERVICE**

Single phase, 120/240 volt service with 200 amp or smaller service equipment.

### **APPLICATION**

Service for all home purposes in single occupancy residences. Service under this schedule is limited to consumers whose load requirements do not exceed 20 KW.

### **BASE CHARGE**

	<u>Apr 1 to Sep 30</u>	<u>Oct 1 to March 31</u>
Consumer (\$/month)	\$37.41	\$20.04
Energy (cents/kWh)		
First 500 kWh/month	\$0.3948	\$0.3618
Over 500 kWh/month	\$0.3078	\$0.2819

### **FUEL COST ADJUSTMENT**

Fuel Cost Adjustment: A surcharge shall be applied to each billing for service under this schedule to reflect the cost of fuel purchased by the Cooperative. The Fuel Cost Adjustment surcharge is found within Section 952 of this tariff.

### **GENERAL PROVISIONS**

1. This schedule applies only to a single occupancy residential dwelling.
2. This schedule shall apply to consumers having their homes on the same premises as their business provided the primary use of the premises is residential.
3. The foregoing schedule will be applied to each meter and point of delivery and in no event shall meter readings be combined.
4. DELIVERY POINT--The delivery point shall be the metering point unless otherwise specified in the contract for service. All wiring, pole lines and other electrical equipment on the load side of the delivery point shall be owned and maintained by the consumer.
5. Bills shall be reduced by an amount equal to the Power Cost Equalization credit as provided in Schedule 950.
6. Base charges shall be adjusted pursuant to Schedule 951 of this tariff.
7. Bills shall be increased by an amount equal to the Fuel Cost Adjustment as provided in Schedule 952.

## **SCHEDULE 200 – GENERAL SERVICE**

### **AVAILABILITY**

Available to non-residential consumers for all uses including lighting, appliances, cooking, heating, and motors, all subject to the established rules and regulations of the Cooperative covering this service.

### **TYPE OF SERVICE**

Single-phase 120/240 volt service, 200 amp or smaller service equipment.

### **APPLICATION**

General service for power and lighting purposes where all service taken by the consumer is supplied through one meter at one point of delivery.

Service under this schedule is limited to non-residential consumers whose load requirements have not exceeded 20 KW during the past 12 months.

### **BASE CHARGE**

Consumer (\$/month)	\$31.41
Energy (cents/kWh)	
First 500 kWh/month	\$0.3457
Over 500 kWh/month	\$0.2955

### **FUEL COST ADJUSTMENT**

Fuel Cost Adjustment: A surcharge shall be applied to each billing for service under this schedule to reflect the cost of fuel purchased by the Cooperative. The Fuel Cost Adjustment surcharge is found within Section 952 of this tariff.

### **GENERAL PROVISIONS**

1. DELIVERY POINT--The delivery point shall be the metering point unless otherwise specified in the contract for service. All wiring, pole lines-and other electrical equipment on the load side of the delivery point shall be owned and maintained by the consumer.
2. Bills shall be reduced by an amount equal to the Power Cost Equalization credit as provided in Schedule 950.
3. Base charges shall be adjusted pursuant to Schedule 951 of this tariff
4. Bills shall be increased by an amount equal to the Fuel Cost Adjustment as provided in Schedule 952.

## **SCHEDULE 300 – BOAT HARBOR**

### **AVAILABILITY**

Available to boat slip lease holders for all uses, including lighting, appliances, cooking, heating, and motors, all subject to the established rules and regulations of the Cooperative covering this service.

### **TYPE OF SERVICE**

Single-phase at available voltages in the small boat harbor.

### **APPLICATION**

Dockside service for power and lighting purposes where all service taken by the consumer is supplied through one meter at one point of delivery.

Service under this schedule is limited to consumers whose load requirements do not exceed the installed circuit breaker capacity of their slip in the boat harbor.

### **BASE CHARGE**

	<u>Apr 1 – Sep 30</u>	<u>Oct 1 – March 31</u>
Consumer (\$/month)	\$42.96	\$23.03
Energy (cents/kWh)		
First 500 kWh/month	\$0.4551	\$0.4551
Over 500 kWh/month	\$0.4110	\$0.4110

### **FUEL COST ADJUSTMENT**

Fuel Cost Adjustment: A surcharge shall be applied to each billing for service under this schedule to reflect the cost of fuel purchased by the Cooperative. The Fuel Cost Adjustment surcharge is found within Section 952 of this tariff.

### **GENERAL PROVISIONS**

1. Delivery Point--At the Cooperative's transformer at the head of the float. As a convenience to consumers, CEC will read electric meters located on the City floats and submit bills based on the consumption at that point.
2. Bills shall be reduced by an amount equal to the Power Cost Equalization credit as provided in Schedule 950.
3. Base charges shall be adjusted pursuant to Schedule 951 of this tariff.
4. Bills shall be increased by an amount equal to the Fuel Cost Adjustment as provided in Schedule 952.

## **SCHEDULE 600 – QUALIFYING FACILITIES**

This schedule provides general rules and purchase and sale rates for Qualifying Cogeneration and Small Power Production Facilities (QF) with a design capacity of 100 KW or less.

General rules and purchase and sale rates for QFs with a design capacity in excess of 100 KW will be negotiated on a case-by-case basis by CEC and adopted by special contract. The rules and rates set forth within this schedule will be a point of reference in such negotiations but are not binding.

### **APPLICABILITY**

Service under this schedule is applicable to QFs within the CEC service area subject to the limitations below:

- 1) Maximum output of QF: 100 KW.
- 2) Non-firm power.

### **CHARACTER OF SERVICE**

Single or three phase service, 60Hz, at standard CEC voltages as available. Since many areas of Cordova are served by single phase lines, only single-phase power will be purchased or sold in these areas unless the QF requests three phase service in accordance with CEC's line extension policy.

### **MONTHLY RATES**

Power sold by CEC to the QF will be at the appropriate rate schedule for the class of service provided.

CEC will pay the QF an amount per kWh for non-firm power calculated by the formula below. The price will be recalculated quarterly. The rate will have a floor of \$0.0000/kWh, meaning that CEC will never charge a QF for power delivered, regardless of the result of the formula.

$$\text{Non-Firm Power (\$/kWh)} = \text{Diesel}_{\text{Avoided Cost}} - \text{Hydro}_{\text{Spill}}$$

Where:

- $\text{Diesel}_{\text{Avoided Cost}} = D_{\text{season}} \times \left[ \left( \frac{\text{Diesel Consumption (gal)} \times \text{Current Price } (\frac{\$}{\text{gal}})}{\text{Diesel Generation (kWh)}} \right) + V_{\text{current}} \right]$
- $\text{Hydro}_{\text{Spill}} = H_{\text{season}} \times H_{\text{current}}$
- $D_{\text{season}}$  is the 4-year average of the percent of hours CEC is utilizing diesel for the season in which the rate will be applied.<sup>1</sup>
- $H_{\text{season}} = (1 - D_{\text{season}})$  is also the 4-year average of the percent of hours CEC is operating in a hydro-only mode for the season in which the rate will be applied.
- $\text{Diesel Consumption (gal)}$  is the most recent 12-month total of gallons of fuel used in operating CEC diesel generation.

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<sup>1</sup> CEC does not currently have four years of data from which to build this average. However, data will continue to be gathered and the calculation will be updated quarterly until it is a true four-year average.



- *Diesel Generation (kWh)* is the most recent 12-month total of kWh generated by CEC diesel generation.
- *Current Price (\$/gal)* is CEC's most recent purchase price of diesel fuel.
- *V<sub>current</sub> (\$/kWh)* is the most recent calculated Variable Operations and Maintenance Cost for diesel plant found on CEC's FERC Form 12 at line 11, Plant Maintenance.
- *H<sub>current</sub>* is the most recent calculated Total Power Cost of hydroelectric generation found on CEC's FERC Form 12 at line 20, Total Power Cost.

## **TERMS AND CONDITIONS**

### **A. General**

1. Cordova Electric Cooperative will interconnect and operate in parallel with QFs, as defined in the Federal Energy Regulatory Commission's (FERC) regulations, 19 CFR 292 subpart (b).
2. CEC will purchase the power output of such facilities meeting the terms of Applicability at rates specified in this schedule.
3. Nothing in these rules and regulations shall limit CEC's ability to evaluate such QF to determine that it will not adversely affect the operation of CEC's system.

### **B. Conditions of Interconnection**

1. CEC shall allow interconnection between its facilities and QFs on a continuing basis as long as the parallel operation of the QF does not degrade, in any way, the quality of the electric service provided to CEC's other customers. The QF shall ensure that its operation in no way creates unsafe conditions either at its facility or on CEC's facilities.
2. The owner of the QF shall submit a written application for interconnection utilizing the form in this section.
3. The QF shall comply with all requirements of the National Electrical Safety Code (NESC), American National Standards Institute (ANST), Institute of Electrical and Electronic Engineers (IEEE), American Society of Mechanical Engineers (ASME), the NESC General Order 95, and all local, State, and Federal rules and requisitions or codes which may be applicable.

### **C. Interconnection**

1. The owner of the QF shall, to the point of interconnection, furnish, install, operate and maintain in good repair and without cost to CEC, such relays, locks and seals, breakers, automatic synchronizers and other control and protective equipment as shall be designated by CEC as reasonable for operation of such a facility.

2. The owner of the QF shall provide at no cost to CEC, a manually operated and lockable visual disconnect device that shall be for the exclusive use of CEC and accessible by CEC representatives at all times. Usually such a device will be an air switch or fused cutouts located near the point of interconnection.
3. The protective switching equipment outlined above in paragraph two (2) may be operated without notice or liability by CEC or a CEC representative if, in the opinion of CEC or its representatives, continued operation of the QF in connection with CEC's system may create or contribute to a system emergency or safety hazard. CEC shall endeavor to minimize any adverse effects of such operation on the QF.
4. Any costs of interconnection which are over and above the interconnection costs that would be incurred due to the connection of a comparable non-generating customer and which are incurred by CEC due to interconnection of the QF, shall be the responsibility of the QF.
5. CEC shall be advised of the proposed start up and parallel operation for such facilities and a CEC representative shall be in attendance and shall approve initial parallel operation.

**D. Protective Relaying**

1. All generating units must be equipped with short circuit interrupting devices consisting of thermal – magnetic overcurrent devices on each phase as well as undervoltage releases and solenoid tripping accessories.
2. Over and under voltage and frequency protection shall be provided to effectively isolate the QF from CEC's facilities should its power output not be within CEC's normal operating tolerances. The normal tolerances for under and over voltage are 80 percent with ten second time delay and 120 percent of limits are 58Hz and 62Hz with one second time delay. Frequency relays are not required for solid state inverters which are line commutated.
3. For QFs providing primary voltage, ground fault sensing equipment shall be required to isolate the QF from CEC's facilities.

**E. Power Factor**

1. The power output of the QF must approach a unity power factor when operated in parallel with CEC's facilities. Equipment shall be installed to correct any deficiencies in power factor by the owner of the QF at the owner's expense. Under no condition will the power factor of the QF be permitted to drop below 0.8.
2. The owner of the QF shall install two meter bases as required by CEC to separately record all power sold to CEC by such facility on purchases from CEC for the facility.
3. Metering equipment for power sales to CEC and purchases from CEC shall consist of the appropriate detent operated kilowatt-hour meters, current and voltage transformers, and all

necessary installation equipment. The QF shall pay CEC an amount equal to one-half of the cost of labor and materials to install and connect the metering.

4. CEC shall own and maintain all necessary meters and associated equipment utilized for billing and monitoring the customer's load.

#### G. Systems Disturbances

1. Disturbances to CEC's facilities shall be minimized to the greatest extent possible. Such disturbances shall include, but not be limited to lagging or leading power factors, unacceptable voltage regulation, voltage flicker, and harmonics.

#### H. Daily Reporting

1. The owner or operator of a QF shall maintain a daily operations log for all facilities. Such log shall contain information on unit parallel and separation times, maintenance outages, trip operation, and other usual events.
2. CEC shall have the right to periodically review these logs.

#### I. Advance Payment

1. The QF shall post an advance payment to CEC for the cost of interconnection facilities based on an estimate furnished by CEC. This amount will be adjusted to actual cost upon completion of the work and any excess refunded. The QF will not be liable for any charges over 110 percent of the estimate provided by CEC.

#### J. Sales to Qualifying Facilities

1. Power shall be provided to QFs on a non-discriminatory basis. The QF shall be provided service under the appropriate schedule pertaining to the level of service required by the QF.
2. Should the QF's load also contain other non-related loads, such load shall also be served on the appropriate schedule.
3. CEC provides standby power in accordance with Schedule 700. Services available under all applicable tariff sections will be available to all QFs.
4. CEC may discontinue sales to the QF during a system emergency, providing that such discontinuance is on a non-discriminatory basis. The QF shall be notified within ten days of the reason for disconnection and shall be reconnected as soon as practicable.

K. Liability

1. The QF shall defend, indemnify, and hold harmless CEC from any and all liability arising from the operation and interconnection of the customer's facilities. The QF shall bear full responsibility for the installation and safe operation of the equipment required to generate and deliver energy.
2. The owner of a QF shall maintain worker's compensation insurance as required by law and public liability insurance covering bodily injury and property damage in an amount not less than \$5,000,000.00 per occurrence.
3. CEC shall not be liable whether in contract or tort or under any other legal theory to the owner of a QF, the owner's customers, or any other person or entity for (1) lost generation revenue, (2) loss of use revenue or profit, (3) cost of capital, (4) other incidental indirect special, or consequential damages.

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**REQUEST FOR SERVICE FOR  
INSTALLATION OF CUSTOMER-OWNED GENERATOR  
IN PARALLEL WITH LOW VOLTAGE ELECTRICAL SERVICE**

Note: Additional copy to be filled out by Contractor/Installation Agency if different from ultimate Owner/Operator responsible for monthly payment to utility for service.

Names: \_\_\_\_\_  
\_\_\_\_\_  
Mailing Address \_\_\_\_\_  
\_\_\_\_\_  
Residence Address \_\_\_\_\_  
\_\_\_\_\_

Date: _____
Phone: _____
Pedestal No. _____
Pole No. _____
Work Order No. _____
Engrg. Apprv. _____
Date: _____
Customer Records _____
Date: _____
<b>FOR CEC USE ONLY</b>

Check all applicable categories:

- \_\_\_\_\_ Contractor/Installer
- \_\_\_\_\_ Owner of Finished System
- \_\_\_\_\_ Operator of Finished System

**PRIME MOVER**

\_\_\_\_\_ Windmill  
\_\_\_\_\_ Hydro  
\_\_\_\_\_ Other \_\_\_\_\_

- (a) Manufacturer: \_\_\_\_\_
- (b) Manufacturer's Reference \_\_\_\_\_
- (c) Serial Number \_\_\_\_\_
- (d) Nameplate Ratings \_\_\_\_\_

**GENERATOR (SYNCHRONOUS INVERTER, INDUCTION GENERATOR)**

- (a) Manufacturer: \_\_\_\_\_
- (b) Manufacturer's Reference \_\_\_\_\_
- (c) Serial Number \_\_\_\_\_
- (d) Nameplate Ratings \_\_\_\_\_

Request for Service for Installation of Customer-Owned Generator in Parallel with Low Voltage Electric Service

**COMBINED CHARACTERISTICS OF PRIME MOVER AND GENERATOR**

(a) Maximum generator capacity (to be measured at generator output terminals). This is not necessarily the generator capacity, but the capacity that can be fed into the network operating at nominal voltage.

\_\_\_\_\_ KW

(b) Estimated annual KWH to be self-generated \_\_\_\_\_ KWH

Estimated annual KWH to be required from CEC \_\_\_\_\_ KWH

(c) Estimated peak KW demand to be placed on CEC during periods of non-operation of customer generator \_\_\_\_\_ KWH

(d) Estimated KVA of reactive current required from utility:

1) At startup \_\_\_\_\_ AMPS (Maximum Inrush)

2) At ¼ load \_\_\_\_\_ AMPS (Operating)

3) At full load \_\_\_\_\_ AMPS (Operating)

**LOCATION SKETCH AND PROPERTY DESCRIPTION**

(Sketch must include nearest power line.)

## **SCHEDULE 700 – STANDBY SERVICE**

### **APPLICABLE TO:**

The standby rate is applicable when the Cooperative is not the sole source of electric energy. Consumer standby generation for use during Cooperative outages only, are not applicable to this rate.

### **CHARACTERISTICS OF SERVICE**

Continuous alternating current, 60 cycle.

Available voltages:

Single Phase 120/240, 7200.

Three Phase 120Y/208, 277Y/180, 7200Y/12470.

Characteristics depend on available circuits.

### **MINIMUM MONTHLY CHARGE**

Where standby service is required to be furnished by the cooperative, the charge shall be \$7.00 per KVA of transformer capacity installed, plus KWH consumption at the applicable Large Power rate. A minimum contract period of six months shall be applicable under this rate schedule.

CEC will not provide capacity in excess of that contracted for. The consumer will be required to execute a contract which will include, among other items, the capacity (in KVA) being contracted for.

The consumer shall provide suitable equipment to allow the cooperative to limit the delivered capacity to that contracted for.

## **SCHEDULE 800 – LARGE POWER**

### **AVAILABILITY**

Available to consumers whose single phase continuous fifteen minute demand exceeds 20 KW during any period throughout the calendar year and all three phase users who are located on or near the Cooperative's lines for all types of usage, subject to the established rules and regulations of the Cooperative. This is available only to consumers requiring power on a year-round basis.

### **TYPE OF SERVICE**

Single or three phase, 60 cycles, at the Cooperative's standard voltages.

### **BASE CHARGE**

Consumer (\$/month)            \$67.99

Demand Charges                \$9.75 per KW

### Energy Charges:

First 5,000 kWh @ \$0.2318

Next 20,000 kWh @ \$0.2058

Over 25,000 kWh @ \$0.1794

### **DETERMINATION OF BILLING DEMAND**

The billing demand shall be the maximum kilowatt demand established by the consumer for any period of fifteen (15) consecutive minutes during the month for which the bill is rendered as indicated or recorded by a demand meter, subject to any minimum demand charges.

### **FUEL COST ADJUSTMENT**

Fuel Cost Adjustment: A surcharge shall be applied to each billing for service under this schedule to reflect the cost of fuel purchased by the Cooperative. The Fuel Cost Adjustment surcharge is found within Section 952 of this tariff.

### **GENERAL PROVISIONS**

1. Delivery Point--If service is furnished at secondary voltage, the delivery point shall be the metering point unless otherwise specified in the contract for service. All wiring, pole lines and other electrical equipment on the load side of the delivery point shall be owned and maintained by the consumer.
2. If service is furnished at the Cooperative's primary line voltage, the delivery point shall be the point of attachment to the Cooperative's primary lines at the time the connection is made. All wiring, pole lines, and other electrical equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.
3. Bills shall be reduced by an amount equal to the Power Cost Equalization credit as provided in Schedule 950.
4. Base charges shall be adjusted pursuant to Schedule 951 of this tariff.
5. Bills shall be increased by an amount equal to the Fuel Cost Adjustment as provided in Schedule 952.



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## **SCHEDULE 810 – SEAFOOD PROCESSORS**

### **AVAILABILITY**

Available to seafood processing consumers whose three phase continuous fifteen minute demand exceeds 500 KW during any period throughout the calendar year who are located on or near the Cooperative's lines, subject to the established rules and regulations of the Cooperative. This is available only to consumers requiring power on a year-round basis.

### **TYPE OF SERVICE**

Three phase, 60 cycles, at the Cooperative's standard voltages.

### **BASE CHARGES**

Consumer (\$/month) \$184.65  
Demand Charges \$20.26 per kW

	<u>Apr 1 – Sep 30</u>	<u>Oct 1 – Mar 31</u>
Energy Charges (\$/kWh):		
All Tier I energy at	\$0.2975	\$0.2661
All Tier II energy at	\$0.2476	\$0.2363
All Tier III energy at	\$0.2476	\$0.2195
All Tier IV energy at	\$0.1719	\$0.1719

### Energy Amounts (kWh/month)

	<u>Apr 1 – Sep 30</u>	<u>Oct 1 – Mar 31</u>
Tier I	0 – 20,000	0 – 20,000
Tier II	20,001 – 40,000	20,001 – 40,000
Tier III	40,001 – 400,000	40,001 – 200,000
Tier IV*	Greater than 400,000	Greater than 200,000

\*(Tier IV=seafood incentive)

### **DETERMINATION OF BILLING DEMAND**

The billing demand shall be the maximum kilowatt demand established by the consumer for any period of fifteen (15) consecutive minutes during the month for which the bill is rendered as indicated or recorded by a demand meter and adjusted for power factor as provided below, subject to any minimum demand charges.

### **FUEL COST ADJUSTMENT**

Fuel Cost Adjustment: A surcharge shall be applied to each billing for service under this schedule to reflect the cost of fuel purchased by the Cooperative. The Fuel Cost Adjustment surcharge is found within Section 952 of this tariff.

### **GENERAL PROVISIONS**

1. The delivery point shall be the metering point (high voltage metering equipment) unless otherwise specified in the contract for service. All wiring, power lines, transformers and other

electrical equipment on the load side of the delivery point shall be owned and maintained by the consumer.

2. Bills shall be reduced by an amount equal to the Power Cost Equalization credit as provided in Schedule 950.
3. Base charges shall be adjusted pursuant to Schedule 951 of this tariff.
4. Bills shall be increased by an amount equal to the Fuel Cost Adjustment as provided in Schedule 952.

## **SCHEDULE 900 – STREET LIGHTS**

### **AVAILABILITY**

Available to consumers of the Cooperative for all uses subject to its established rules and regulations.

### **TYPE OF SERVICE**

250 Watt "Cobra Head" or "Dusk to Dawn" light fixture installed on existing facilities and LED lights installed on new or existing facilities by the Cooperative at rates specified herein.

### **APPLICATION**

To all non-metered street lighting service requested by consumers.

### **RATES (MONTHLY CHARGES)**

	kWh/ Month	Base Energy*	Maintenance Fee	Replacement Fee	Total Charge
250 Watt	110	\$54.65	\$3.08	\$0.00	\$57.72
84 W LED	31	\$15.40	\$3.08	\$24.43	\$42.90

\*Energy rates are \$0.4475 per kWh

### **MINIMUM CHARGE**

Twelve (12) times the monthly charge.

### **FUEL COST ADJUSTMENT**

Fuel Cost Adjustment: A surcharge shall be applied to each billing for service under this schedule to reflect the cost of fuel purchased by the Cooperative. The Fuel Cost Adjustment surcharge is found within Section 952 of this tariff.

### **GENERAL PROVISIONS**

1. Bills shall be reduced by an amount equal to the Power Cost Equalization credit as provided in Schedule 950.
2. Base charges shall be adjusted pursuant to Schedule 951 of this tariff.
3. Bills shall be increased by an amount equal to the Fuel Cost Adjustment as provided in Schedule 952.

## **SCHEDULE 902 – SIGNAL LIGHTS**

### **APPLICATION**

This rate applies to consumer furnished signal lights. The Cooperative will not maintain signal lights. This service is available only where the Cooperative has secondary voltage available in the area of the signal light.

### **TYPE OF SERVICE**

Single-phase, 60 Hertz, 120 or 240 volts.

### **RATES**

Due to the widely varying nature, size, and characteristics of these lights, the following formula will be used to determine monthly charges:

Electrical load (KW) times hours per day operation times 30 days equals monthly kWh usage.

Monthly kWh usage times \$0.4967 equals monthly energy charge plus \$3.08 per month billing charge.

### **FUEL COST ADJUSTMENT**

Fuel Cost Adjustment: A surcharge shall be applied to each billing for service under this schedule to reflect the cost of fuel purchased by the Cooperative. The Fuel Cost Adjustment surcharge is found within Section 952 of this tariff.

### **MINIMUM ANNUAL CHARGE**

Twelve (12) times monthly charge.

### **GENERAL PROVISIONS**

1. Bills shall be reduced by an amount equal to the Power Cost Equalization credit as provided in Schedule 950.
2. Base charges shall be adjusted pursuant to Schedule 951 of this Tariff.
3. Bills shall be increased by an amount equal to the Fuel Cost Adjustment as provided in Schedule 952.

## **SCHEDULE 950 – POWER COST EQUALIZATION (PCE)**

### **ELIGIBILITY**

1. Residential - The first 500 kWh per month for each Residential customer are eligible for a PCE credit.
2. Boat Harbor – The first 500 kWh per month for each Boat Harbor customer that provide CEC with proof in accordance with the State PCE program that their boat is their primary residence and is eligible for a PCE credit.
3. Customers that are classified as local community facilities are eligible for PCE for actual consumption of not more than 70 kWh per month for each resident of the community. The number of community residents shall be determined under AS 29.60.020.
4. Customers not listed above are not eligible for a PCE credit.
5. Should eligibility requirements be modified by the State of Alaska, this Tariff will change accordingly and the changes will be reflected in Attachment A.

### **AMOUNT**

The amount of PCE credit shall be equal to that provided in Attachment A to this page.

## **SCHEDULE 951 – MODIFICATION OF RATES**

CEC shall review its Base Charges for (energy/demand charges) annually in a manner as set forth below.

Annually during the budget cycle, CEC shall calculate its expected net margins and cash flow for a 12-month period. The calculation of net revenues shall be based on historical data but adjusted for significant changes that will or are expected to occur over the ensuing 12 months. Revenues shall be based on rates then in effect. For a rate adjustment to be implemented on or after April 1st, the historical data shall be based on the 12-month period ending December 31.

If the calculated net margins and cash flows are less than or more than an amount CEC considers a prudent and reasonable amount, all rates, including Tier IV Schedule 810, shall be adjusted by the same percentage such that the expected net margins with the adjusted rates are approximately equal to that considered by CEC to be prudent and reasonable. CEC shall consider the general financial health of the utility, obligations to its lenders, cash margins, and other factors when establishing a reasonable net margin.

CEC may also adjust its rates in a manner such that the percentage change is different for one or more rate classes. However, such rate modifications must be based on the findings of a cost-of-service study that properly allocates costs to each rate class.

For purposes of this Schedule, prudent and reasonable is defined as maintaining at least the minimum requirements for the covenants of our lenders.

## **SCHEDULE 952 – FUEL COST ADJUSTMENT**

### **A. APPLICABILITY**

The rates in Schedules 100, 200, 300, 800, 810, 900, and 902 shall be subject to adjustment by the Fuel Cost Adjustment as set forth in Item E below.

### **B. FUEL COST ADJUSTMENT (FCA)**

Billings to customers shall be subject to the applicable FCA per kilowatt-hour in accordance with the procedure set forth in Item E below.

### **C. FUEL COST ADJUSTMENT BALANCE ACCOUNT**

The Cooperative shall maintain an FCA Balance Account, commencing January 1, 2022, with a zero balance and with balances thereafter reflecting the sum of the debit and credit entries described as follows:

- (1) A debit entry equal to the actual fuel and purchased power costs for each month of the prior quarter;
  - a. The cost of fuel withdrawn from inventory is calculated by multiplying the total units of fuel withdrawn from storage by the weighted average cost of fuel;
- (2) A credit entry equal to the kilowatt-hours sold to customers during that month multiplied by the effective FCA applied to the customer classes;
- (3) Debit or credit entries for corrective adjustments for entries described in (1) – (2) above for prior periods, as necessary.

### **D. REVISION OF THE FUEL COST ADJUSTMENT**

At the end of each quarter, the Cooperative will update the FCA calculation using projected sales, projected fuel use (gallons), the current average price of available fuel, and the FCA Balance Account. For the purpose of the FCA, quarters span from January 1 – March 31, April 1 – June 30, July 1 – September 30, and October 1 – December 31.

Projected sales and fuel use will be based upon a four-year historical average. For example, the prior four years of historic sales for January through March would be used as the basis of projecting average sales for the coming January through March.

The Cooperative will update the FCA as soon as possible after the completion of each calendar quarter. The new FCA will be considered effective on the first day of the month of the new quarter.

### **E. DETERMINATION OF FUEL COST ADJUSTMENT**

The FCA is calculated as follows:

Fuel Cost (\$) = (Projected Quarterly Gallons of Fuel) x (Current Available Cost of Fuel)

Balance Account (\$) = End of Quarter Balance

$$\text{FCA (\$/kWh)} = \frac{\text{Fuel Cost} + \text{Balance Account}}{\text{Projected Qtrly Retail Sales (kWh)}}$$



## **SCHEDULE 953 – WINTER INCENTIVE RATE**

### **AVAILABILITY**

This schedule will be in effect from 10/1/2024 – 3/31/2025 and supersedes the rates in Schedules 100, 200, 800, and 810 as outlined below for eligible customers for energy consumption above the amounts provided in this Schedule.

### **BASE CHARGE**

For all kWh energy consumption over the Eligibility Amount per billing month from 10/1/2024 – 3/31/2025, in lieu of the applicable Base Energy charge, the Energy Charge per kWh during the billing month shall be:

Winter Incentive Rate -- Energy (\$/kWh)	\$0.06
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### **ELIGIBILITY**

<u>Rate Class</u>	<u>Eligibility Amount</u>
Schedule 100 Residential	Over 1,000 kWh/billing month
Schedule 200 General Service	Over 2,000 kWh/billing month
Schedule 800 Large Power	Over the greater of 25,000 kWh/billing month or Winter Maximum Use
Schedule 810 Seafood Processors	Over Winter Maximum Use

### **DETERMINATION OF WINTER MAXIMUM USE**

Winter Maximum Use is the highest monthly kWh used during any billing month between October 1, 2023, and March 31, 2024.

### **GENERAL PROVISIONS**

1. Eligible customers will continue to pay the applicable standard Energy charges for consumption up to the Eligibility Amount. Customers will still be responsible for paying any other applicable charges (e.g., Consumer charges, Demand charges) under the Schedule for the rate class.
2. Energy purchases under any Schedule not listed in the Eligibility section above, or under any special contract, are not eligible for the Winter Incentive Rate.
3. A surcharge shall continue to be applied to each billing for service under this schedule to reflect the cost of fuel purchased by the Cooperative. The Fuel Cost Adjustment surcharge is found within Section 952 of this Tariff. The Fuel Cost Adjustment surcharge is in addition to the Winter Incentive Rate.

## **SCHEDULE 1000 – INTERRUPTIBLE POWER**

### **AVAILABILITY**

Available to consumers of the Cooperative for all new interruptible loads with an expected demand of at least 100 kW and no more than 500 kW in 250 kW or smaller blocks during any one month of the expected service. Service can be either single or three phase.

### **TYPE OF SERVICE**

Single or three phase, 60 cycles, at the Cooperative's standard voltages. Service is interruptible and shall be provided only when the Cooperative has excess hydroelectric generation as described in General Provisions.

### **BASE CHARGE**

Consumer Charge (\$/month)	\$33.36
Energy (dollars/kWh)	\$0.1000

The Consumer Charge shall be applied in all months of the year regardless of delivery of energy under this service.

### **FUEL COST ADJUSTMENT**

No Fuel Cost Adjustment shall be applied to any power sold under this rate.

### **POWER COST EQUALIZATION**

No adjustment for Power Cost Equalization shall be made for power sold under this rate.

### **GENERAL PROVISIONS**

4. This schedule applies only to new loads presently not on the system. The Cooperative shall have the right to make the determination whether the load qualifies for this rate. Load must be connected within 180 days of application.
5. This schedule shall apply only to interruptible loads having an expected peak demand of 100-500 kW limited to 250 kW switched blocks as estimated by the Cooperative.
6. Electric energy sold under this rate shall be delivered only if the Cooperative is meeting all of its power requirements with hydroelectric generation.
7. The delivery point shall be the metering point unless otherwise specified in the contract for service.
8. The cooperative shall be responsible for installing, operating, and maintaining the following equipment:  
All wires, underground lines, control signal, and delivery equipment to the delivery point will be consistent with CEC's line extension policy (See Tariff Section 6) unless otherwise specified in the contract for service.

The customer shall be responsible for installing, operating, and maintaining the following equipment:

All wiring, interruptible loads, control apparatus, and other electrical equipment on the load side of the delivery point unless otherwise specified in the contract for service.

9. Interruption of service shall be performed by the Cooperative on a “last on / first off” basis such that the last customer to sign up for service is the first to be interrupted.
10. The availability of energy under this service is dependent on the amount of hydro power available and other loads of the Cooperative at any given time. The Cooperative makes no guaranties that any power will be available for this service.
11. This Interruptible Service will be available and at the stated rate for an initial period of three years from its effective date. At that time, the Cooperative reserves the right to eliminate the service in its entirety or reduce the number of customers participating. Any rate change at that time will take into account the change in the price of fuel oil during the previous three years.

## SCHEDULE OF DEPOSITS AND CHARGES

<u>Description</u>	<u>Proposed Fee</u>
Account Deposits (Refundable on account balance) Deposits shall be two times CEC's estimate of the expected average monthly bill. The average will be based on experience of similar consumer.	
Reconnection Charge (for disconnect for non-payment)	
During normal working hours	60.00
Outside normal working hours	180.00
Meter Test Fee – at member's request Test Performed by CEC	100.00
<p>NOTE: *-refundable if meter proves in error by more than two percent and if no evidence of meter tampering exists.</p>	
Connect / Initial Meter Reading Fee	
During normal working hours	50.00
Outside normal working hours	180.00
Record Fee	10.00
Meter Seal Breakage	
Unauthorized Breakage	150.00
Authorized Breakage	30.00
Meter Resealing Fee	30.00
Late Charge	15.00
<p>A minimum late charge will be assessed to all accounts with an electric balance unpaid by the last working day of the month if the balance is \$30 or more but less than \$1,501.</p>	
Any balances over \$1,500 will be assessed a 1% fee.	1% per month
Door Hanger Fee	15.00
NSF Check Charge	40.00
Service Call (unwarranted)	
During normal working hours	50.00

**Cordova Electric Cooperative, Inc.**  
**Tariff (Effective 4/1/2025)**

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Outside normal working hours	180.00
Meter Damage	
Broken Glass	30.00
Destroyed – Single Phase	100.00
Three Phase	Actual Cost
Large Industrial CT/PT	Actual Cost
Field Collection Fee	40.00
Inspection Fee	
1 <sup>st</sup> Inspection	N/C
2nd Inspection	50.00
Subsequent Inspections	50.00
Cost Estimate	
a) Individual meter extension	
- 1st and 2 <sup>nd</sup>	N/C
- Subsequent estimates	75.00
b) Commercial estimate	Time & Material