

ELECTRIC RATE STRUCTURE DOCUMENTATION

OF

CLAY ELECTRIC COOPERATIVE, INC.

POST OFFICE BOX 308

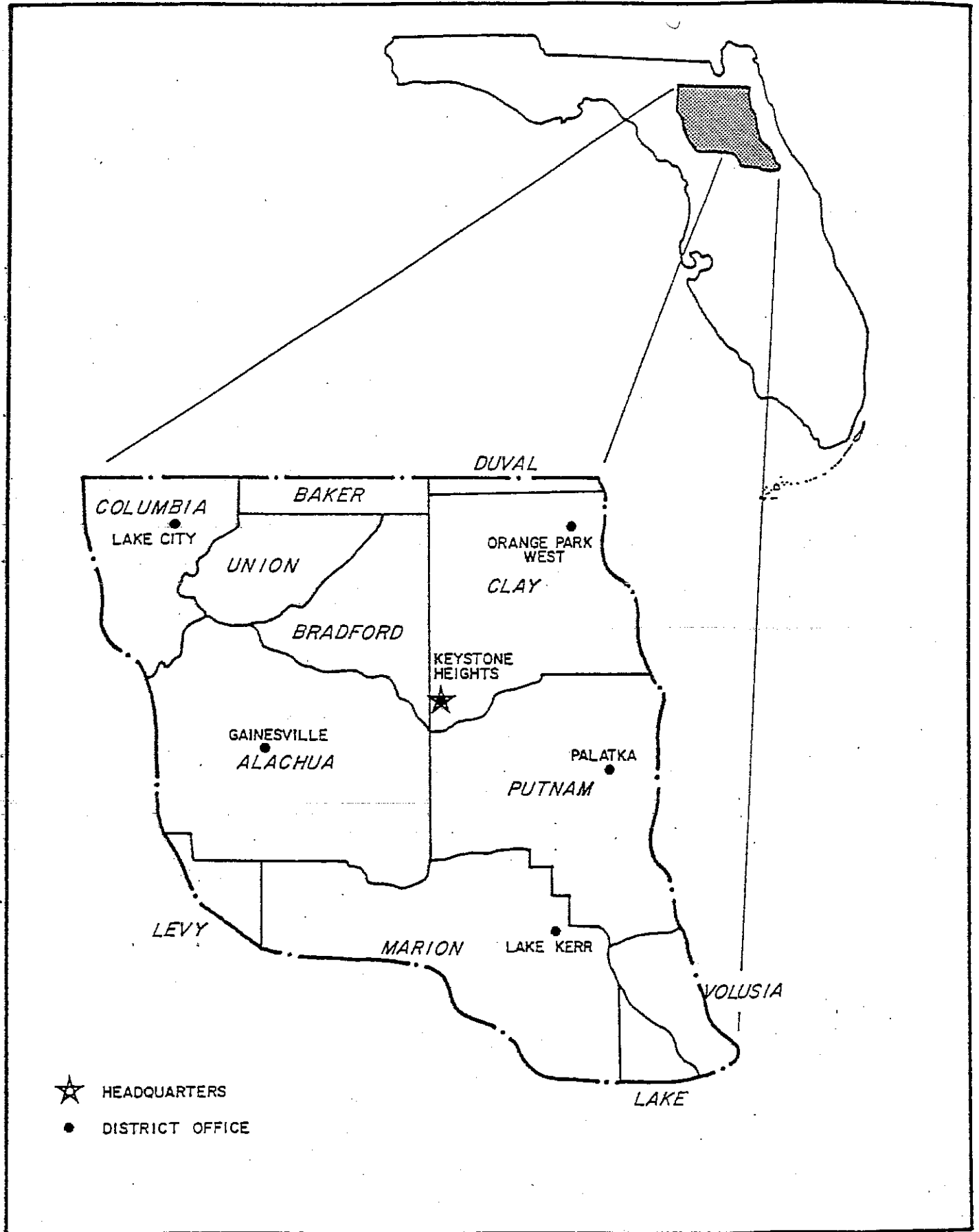
KEYSTONE HEIGHTS, FLORIDA 32656

FILED WITH

THE FLORIDA PUBLIC SERVICE COMMISSION

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MISCELLANEOUS

Charge

\*Note: Charges listed below apply to rate schedules, R, GS, GSD, LGSD, LGSDDT/LM, and HLFT unless otherwise stated.

- |   |   |
|---|---|
| 1. Membership Fee   | \$5.00  |
| Each new member shall pay a membership fee when the first service connection is requested. The membership fee is refundable upon termination of service with Clay Electric Cooperative, Inc.  |   |
| 2. Security Deposit,  |   |
| A. Residential (R)  | \$250.00  |
| An initial deposit is required for accounts with no prior credit history or unsatisfactory credit history. Deposits are automatically refunded after 12 months when the member maintains a satisfactory payment record. Failure to maintain a satisfactory payment record may result in the member being required to post an additional deposit up to a maximum of an average two (2) months bill or \$250.00, whichever is greater. No deposit is required for accounts which elect prepay billing option. No deposit is required for accounts that have a satisfactory guarantor who is a residential member of Clay Electric for not less than 12 months with a satisfactory payment record. |   |
| B. Non-Residential (GS,GSD,LGSD, LGSDDT/LM, HLFT)   | 2 months average electric bill                    |
| An initial deposit is required for all non-residential accounts equal to an estimated two months electric bill. If satisfactory credit history is established with Clay Electric, then a deposit equal to an estimated one month electrical bill is required. Upon approval a member may provide an Irrevocable Letter of Credit or a bond of \$2,500 or estimated two-months average electric bill, whichever is greater.  |   |
| 3. Administrative Connection Fee  | \$30.00   |
| Fee is charged each time a service is connected or transferred from one location to another. No connects, transfers or cut-ons will be done after 7:00 p.m. on weekdays or weekends (Friday after 7:00 pm through Monday at 8:00 am) or holidays (from 7:00 pm of the last work day until 8:00 am of the first work day after the holiday.)   |   |
| 4. Trip Fee   | \$60.00   |
| A trip fee may be charged for meter connection, inaccessible meter, collection trip, cut off on pole, trouble-call (consumer problem), installation of a meter lock and Energy Services trips. No trips will be done after 7:00 pm on weekdays or weekends (Friday after 7:00 pm through Monday at 8:00 am) or holidays (from 7:00 pm of the last work day until 8:00 am of the first work day after the holiday.)  |   |
| 5. New Service Processing Fee   | \$125.00  |
| Fee is due at the time of application and is non-refundable. The fee is effective for 12 months from the time of application.   |   |
| 6. Temporary Service Connect Fee  | \$60.00   |
| 7. Non-pay reconnect – No reconnection trips will be done after 9:00 p.m. on weekdays, weekends or holidays. Requests for reconnection after 9:00 p.m. will be completed the following day.   | \$60.00   |
| 8. Collection of Delinquent Energy Bills:   | \$5.00 or 5%                                      |
| After 14 days of non-payment the account is considered past due. After 23 days of non-payment a late fee of \$5.00 or 5% of the delinquent amount, whichever is greater, will be charged to the account. After 24 days of non-payment the account is subject to disconnection.  |   |
| 9. Returned Payment Fee   | \$25.00 or 5%<br>Of item up to<br>\$50.00 maximum |

“Continued to Sheet No. 5.1”

"Continued from Sheet No. 5.0"  
MISCELLANEOUS

		Charge
10.	Remote Meter Reading Option For those members who desire to have their meter read remotely as a premium service. This service would require the installation of a kilowatt-hour meter equipped with an ERT module that encodes consumption from the meter and transmits this data by radio to a handheld device operated by a meter reader. This option in many locations will allow the member's meter to be read remotely without the meter reader having access to the member's property. Providing this option to a member will be contingent on being able to obtain a reading remotely by a meter reader.	\$1.95 month per meter
11.	AMI Opt Out For those members who desire to opt out of the AMI meter program, a monthly meter reading fee, per meter, will be charged.	\$60.00 monthly per meter
12.	Outdoor Light Pole: A. For developments consisting of single family, multifamily and mobile homes, the following aid to construction amount shall be paid in advance: i. Standard wooden pole and for outdoor light ii. Lexington (lantern fixture, fiberglass pole) iii. Traditional (glass globe fixture, concrete pole) <b>REQUIRES PRIOR APPROVAL</b> B. For members requesting light poles on rental property, wood poles are available and require the following aid to construction be paid in advance. C. For roadway lighting and members not on rental property, an aid to construction will be calculated and a monthly fee will be applied.	\$500.00 \$730.00 \$4,625.00 \$500.00 \$3.50 monthly +CIAC
13.	Outdoor Light Install, reconnect, reposition on an existing pole or relocate to another pole on same account location where secondary voltage is available.	\$60.00
14.	Tampering with Meter Member will be charged the actual cost of meter damage, materials, labor and transportation involved in correcting situation plus estimated usage.	Actual cost plus estimated usage
15.	Actual cost shall be charged for: House moving, property damage, meter damage, relocate meter, tampering, diversion, temporary service not usable as permanent, etc.	Actual Cost
16.	Underground Service-all new individual services to the meter location shall be underground unless otherwise approved by the Cooperative. A. Service Off Overhead Line Individual underground service off the overhead system will be installed by Cooperative for no charge when consumer installs service conduit per Cooperative standards. B. Underground Service (Residential) The consumer shall install service conduit per Cooperative standards. Cooperative will install service wire free of charge. C. Underground Primary Extensions (Residential) The schedule of charges per meter is as follows 1. To a single family unattached house with maximum average lot size of 1/2 acre and a minimum of twelve(12) units..... 2. To multifamily developments with one service installed to a ganged meter center, with a density of 6 units/acre and with a minimum of twelve (12) units D. Underground Service (Rate classes GS, GSD, LGSD & LGSDT/LM) The consumer shall install service conduit per Cooperative standards. Cooperative will install service wire free of charge.	----- ----- ----- \$520.00 per meter no charge

"Continued to Sheet No. 5.2"

"Continued from Sheet No. 5.1"

Miscellaneous

17. Line Extension Charges:

Purpose. The purpose is to establish a procedure by which Clay Electric Cooperative, Inc., will calculate amounts due as contributions in aid of construction (CIAC) from consumers who require extensions of distribution facilities in order to receive electric service. Such contributions will be in addition to any distribution charge imposed by the Cooperative.

Applicability. This rule applies to all rate classes of the Cooperative.

Definitions. Actual or estimated job cost means the actual cost of providing the specified line extension facilities, calculated after the extension is completed or the estimated cost of providing the specified facilities before the extension is completed.

- A. Overhead Distribution Facilities – For Residential (R) services, a Line Extension Charge will not apply for services with overhead primary lines of 1000 linear feet or less. For all other rate classes, a Line Extension Charge will not apply for services with overhead primary lines of 400 linear feet or less. Right of way clearing will be absorbed by the Cooperative for the applications described above.

In developing the policy for extending overhead distribution facilities to consumers, the following formulas shall be used to determine the contribution in aid of construction owed by the consumer.

- 1. For consumers in rate classes that pay only energy charges, i.e. those that do not pay demand charges, the CIAC shall be calculated as follows:

$$\begin{array}{r}
 \text{CIAC}_{OH} = \text{(Actual or estimated job cost )} \\
 \text{(for new poles and conductors )} \\
 \text{(and appropriate fixtures )} \\
 \text{(required to provide service )} \\
 \text{(excluding transformers )} \\
 \text{(service drops and )} \\
 \text{(meters )}
 \end{array}
 -
 \begin{array}{r}
 \text{(6 x nonfuel )} \\
 \text{(energy charge per kWh )} \\
 \text{(X expected annual kWh )} \\
 \text{(sales over the new line )}
 \end{array}$$

- 2. For consumers in rate classes that pay both energy charges and demand charges, the CIAC shall be calculated as follows:

$$\begin{array}{r}
 \text{CIAC}_{OH} = \text{(Actual or estimated job cost )} \\
 \text{(for new poles and conductors )} \\
 \text{(and appropriate fixtures )} \\
 \text{(required to provide service )} \\
 \text{(excluding transformers. )} \\
 \text{(service drops and meters )}
 \end{array}
 -
 \begin{array}{r}
 \text{(6 X nonfuel )} \\
 \text{(energy charge per kWh )} \\
 \text{(X expected annual kWh )} \\
 \text{(sales over the new line )}
 \end{array}
 +
 \begin{array}{r}
 \text{(6 X expected annual demand)} \\
 \text{(charge revenues from sales )} \\
 \text{(over the new line )}
 \end{array}$$

NOTE: Expected demand charge revenues and energy sales shall be based on an annual period ending not more than seven years after the extension is placed in service.

- B. Underground Distribution Facilities-For Residential (R) services, a Line Extension Charge will not apply for underground primary lines of 400 feet or less when the customer furnishes and installs the PVC conduit as specified by the Cooperative. Right of way clearing will be absorbed by CEC for the applications described above.

In developing the policy for extending underground distribution facilities to consumers other than those Covered in 21 above, the following formula shall be used to determine the contribution in aid of construction.

$$\begin{array}{r}
 \text{CIAC}_{UG} = \text{(Estimated difference between the cost of )} \\
 \text{(providing the distribution line extension, )} \\
 \text{(including not only the distribution line extension )} \\
 \text{(itself but also the transformer, the service drop, )} \\
 \text{(and other necessary fixtures, with underground )} \\
 \text{(facilities vs the cost of providing service using )} \\
 \text{(overhead facilities. )}
 \end{array}
 + \text{CIAC}_{OH} \text{ (as above)}$$

"Continued on Sheet No. 5.3"

"Continued from Sheet No. 5.2"

Nothing shall be construed as prohibiting Clay Electric Cooperative, Inc., from collecting from a consumer the total difference in cost for providing underground service instead of overhead service to that consumer.

- C. The Cooperative shall apply the above formula uniformly to residential, commercial and industrial consumers requiring line extensions.
  - D. The Cooperative shall calculate an appropriate CIAC for line extensions constructed to serve consumers who receive service at the primary distribution voltage level and the transmission voltage level. This CIAC shall be based on the actual or estimated cost of providing the extension less any appropriate credit.
  - E. The Cooperative shall use its best judgment in estimating the total amount of revenues and sales which each line extension is expected to produce in the near future.
  - F. The Cooperative may elect to waive the line extension CIAC for consumers, even when a CIAC is found to be owing. If so, the CIAC will be charged to margins.
  - G. In cases where larger developments are expected to be served by line extensions, the Cooperative may elect to prorate the total line extension costs and CIACs owed over the number of consumers expected to connect to the new line.
  - H. Residential Line extension charges may, at the consumer's request, be collected per month over a one (1) ten to seven(7) year period, determined by the dollar amount, including appropriate interest.
18. The Cooperative will furnish service under the GSD, GSDD/LM, LGSD, LGSDD/LM, HLF, SS, INT, INT-T, and INT-C tariffs at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the consumer shall be furnished and maintained by the consumer. The consumer may request the Cooperative to furnish the additional equipment and facilities, and the Cooperative, at its sole option may furnish, install, operate, and maintain such additional equipment and facilities, charging the consumer for the use thereof at the rate of 1.75% per month of the installed cost of such additional equipment and facilities.
19. Net Metering of Customer-Owned Renewable Generation:
- For customers with a renewable generating system that has executed an interconnection agreement with the Cooperative and is eligible for net metering as defined by FPSC Rule 25-6.065, however limited in size to Tier 1 and Tier 2. The system shall be rated at no more than 100 kilowatts (KW) alternating current power output and is primarily intended to offset part or all of the customer's current electrical requirements. The rating of the system cannot exceed 90% of the customer's utility distribution service rating.
- A. Metering equipment will be installed by the Cooperative that will be capable of measuring the difference between the energy delivered to the customer and energy generated by the customer and delivered to the Cooperative's electric grid. There will be no additional charge to the customer for this metering equipment.

"Continued to sheet No. 5.31"

"Continued from Sheet No. 5.3"

- B. Monthly meter readings will be taken by the Cooperative on the same cycle as required by the customer's Applicable rate schedule in accordance with the Cooperative's normal billing practices.
  - C. The Cooperative will charge the customer for any energy used by the customer from the Cooperative's electric grid for the entire billing cycle in accordance with the otherwise applicable rate schedule.
  - D. During any billing cycle, excess energy generated by the customer's renewable generation system that is delivered to the Cooperative's electric grid will be credited to the customer's energy consumption for the next month's billing cycle.
  - E. Energy credits produced as described in section D above shall accumulate and be used to offset the customer's energy consumption in subsequent months for a period not to exceed twelve months. At the end of each calendar year, the Cooperative will credit the customer (on the first bill of January) for any unused energy credits at an energy rate based on Seminole Electric Cooperative's current QF-1, as available energy tariff.
  - F. Excess energy credits will only be applied to the service and meter behind which the renewable generation system is located. The credit will not be applied to any other accounts of the customer.
  - G. Should a customer leave the Cooperative's system, unused credits for excess energy will be credited to the customer's final bill at an energy rate based on Seminole Electric Cooperative's current QF-1, as-available energy tariff.
  - H. Regardless of whether excess energy is delivered to the Cooperative's electric grid, the customer will be required to pay any charges as determined by the customer's otherwise applicable rate schedule.
20. For the consumers under the GSDDT/LM, LGSDDT/LM, HLF, INT, or INT-T tariffs, the Cooperative may provide communication service from the meter to the Cooperative if feasible. This option would require installation of a "cell" phone modem in the meter. This option would work in most locations in the Cooperative's service area. Providing this option to a consumer would be contingent on consumer approval and the Cooperative being able to obtain a reading remotely by the "cell" phone modem.

The consumer would be billed the monthly service costs charged to the Cooperative by the communication carrier. The charge would be included on the bill as an additional facilities charge.



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## INDEX OF RATE SCHEDULES

IDENTIFICATION	DESCRIPTION	SHEET NO.
GS	General Service-Non Demand	8.0 – 8.1
GST	General Service-Non Demand Optional Time of Use	8.5 – 8.6
GS-1	General Service-Non Demand 100% Load Factor Usage	8.7
GSD	General Service-Demand	9.0-9.1
GSDT/LM	General Service Demand-Time of Use	9.2-9.4
LGS	Large General Service-Demand	10.0-10.1
LGSdT/LM	Large General Service-Demand Time of Use	10.5-10.7
HLF	High Load Factor	10.8 -10.10
SS	Standby Service	10.11-10.14
	For Future Use	10.15-10.19
INT	Interruptible Service	10.20-10.25
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PCAC	Power Cost Adjustment Clause	14.0
TAC	Tax Adjustment Clause	15.0
PFC	Power Factor Clause	16.0

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Form IGRG-1	Interconnection Agreement for Customer-Owned Renewable Generation Systems	21.0 – 21.04
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GENERAL SERVICE-NON DEMAND

RATE SCHEDULE – GS

Availability: Throughout the entire territory served by Clay Electric Cooperative, Inc.

Applicability: To lighting, power, and any other purpose with a demand of 50 kW or less, served through one meter.

Character of Service: Alternating current, single or three phase, 60 Hertz, at available secondary voltages.

- Limitations of Service:
1. This rate schedule does not provide for standby service.
  2. This rate schedule does not permit resale of service.
  3. The capacity of individual single-phase motors served under this schedule may not exceed ten (10) horsepower, 120/240 Volts.
  4. Three-phase service is limited to a minimum of five (5) horsepower motor or larger.
  5. Subject to the established rules and regulations of the Cooperative.
  6. When the consumer's monthly energy usage as measured by the Cooperative's meter exceeds 15,000 kWh, the Cooperative shall install a demand meter for the purpose of indicating or recording the consumer's monthly maximum kilowatt load for any period of 15 consecutive minutes. Should the consumer's maximum demand so recorded exceed 50 kW during any three of the preceding twelve months, the consumer shall be reclassified and shall begin receiving service under Schedule GSD for the next twelve months. The consumer shall continue to receive service under Schedule GSD until such time as the consumer's monthly kilowatt demand so recorded for a period of twelve consecutive months does not exceed 50 kW. However, if the consumer's monthly demand has not exceeded 75 kW during any three of the preceding twelve months and the consumer requests to be billed under Schedule GS, then the consumer shall continue to receive service hereunder.
  7. Service to community recreational areas or churches may continue on this schedule regardless of measured demand. Community recreational areas includes, but is not limited to: baseball, softball, football, soccer, tennis, and basketball. However if the consumer's monthly bill would be less under the schedule GSD, then the consumer can receive service under schedule GSD.

Rate: (Monthly)

Access Charge: \$ 23.00

Energy Charge: \$0.0813 per kWh

Minimum Charge:

1. As specified in the agreement for service, or
2. The Consumer Charge.

"Continued from Sheet No. 8.0"

GENERAL SERVICE NON-DEMAND

RATE SCHEDULE – GS

Terms of Payment:	Cash, within the time limit specified on the bill, and at cooperative designated locations.
Demand Charges:	Non Applicable
Billing Adjustments:	The Cooperative's power cost adjustment and tax adjustment clause contained on sheet Numbers 14.0 and 15.0
Term of Service:	From billing period to billing period, until receipt of notice by the Cooperative from the consumer to disconnect, or upon disconnect by the cooperative under cooperative's rules. Where special equipment to serve the consumer is required, the Cooperative may require a revenue guarantee agreement.
Additional Clauses:	None
Miscellaneous:	None

GENERAL SERVICE – NON DEMAND  
 OPTIONAL TIME-OF-USE SERVICE

RATE SCHEDULE – GST

Availability: Throughout the entire territory served by Clay Electric Cooperative, Inc.

Applicability: On an experimental basis, at the option of the cooperative, to approximately 50 general service consumers otherwise eligible for service under Rate Schedule GS who volunteer for service hereunder, subject to the execution of an agreement for service between the Cooperative and the consumer.

Character of Service:  
 Alternating current, single or three phase, 60 Hertz, at available secondary voltages.

- Limitations of Service:
1. This rate schedule does not provide for standby service.
  2. This rate schedule does not permit resale of service.
  3. The Capacity of individual single-phase motors served under this schedule may not exceed ten (10) horsepower, 120/240 volts.
  4. Three phase service is limited to a minimum of five (5) horsepower motor or larger.
  5. Subject to the established rules and regulations of the Cooperative.
  6. When the consumer's monthly energy usage as measured by the Cooperative's meter exceeds 15,000 kWh, the Cooperative shall install a demand meter for the purpose of indicating or recording the consumer's monthly maximum kilowatt load for any period of 15 consecutive minutes. Should the consumer's maximum demand so recorded exceed 50 kW during any three of the preceding twelve months, the consumer shall be reclassified and shall begin receiving service under Schedule GSD for the next twelve months. The consumer shall continue to receive service under Schedule GSD until such time as the consumer's monthly kilowatt demand so recorded for a period of twelve consecutive months does not exceed 50 kW. However, if the consumer's monthly demand has not exceeded 75 kW during any three of the preceding twelve months and the consumer requests to be billed under Schedule GS, then the consumer shall continue to receive service hereunder.

Rate: (Monthly)

Consumer Charge:		\$ 26.00
Energy Charge:	All On-Peak kWh	\$ 0.185 per kWh
	All Off-Peak kWh	\$ 0.049 per kWh
Minimum Charge:	1. As specified in the agreement for service, or	
	2. The Consumer Charge	

Rating Periods:

- On-Peak:  
 November through March: All days during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10:00 p.m.
- April through October: All days during the hours from 2 p.m. to 8 p.m.
- Off-Peak:  
 All other hours.

"Continued from Sheet No. 8.5"

GENERAL SERVICE – NON DEMAND  
OPTIONAL TIME-OF-USE SERVICE

RATE SCHEDULE – GST

Terms OF Payments:

Cash, within the time limit specified on the bill, and at Cooperative designated locations.

Billing Adjustments:

The Cooperative's power cost adjustment and tax adjustment clauses, which are contained on sheet numbers 14.0 and 15.0

Demand Charges:

Not applicable.

Term of Service:

The term of service requirements under this optional rate schedule shall be the same as that required under the standard rate schedule, which would otherwise be applicable; provided, however, consumers who elect to take service hereunder at a given location shall have the right during the initial term of service to transfer to the otherwise applicable standard rate schedule at any time. It is further provided, however, that any such consumer who subsequently re-elects to take service hereunder at the same location shall be required to remain on the optional rate at that location for a minimum term of twelve consecutive months.

Special Provisions:

1. All service rendered under this rate schedule shall be measured by metering equipment capable of determining energy use during specified hourly periods.
2. Application for service hereunder will be accepted by the Cooperative on a first-come, first-served basis. Required metering equipment will be installed accordingly, subject to availability.
3. Service under this rate schedule shall commence with the first full billing period following the date of meter installation.
4. Consumers at their option may elect to receive a lower monthly Consumer Charge by making a Contribution-in-Aid of Construction (CIAC) equal to the additional installed cost of a time of use meter. For consumers electing this option, the Consumer Charge shall be \$17.00 per month.

Additional Clauses:

None

Miscellaneous: None

GENERAL SERVICE – NON-DEMAND  
100% LOAD FACTOR USAGE

RATE SCHEDULE – GS-1

Availability: Throughout the entire territory served by Clay electric Cooperative, Inc.

Applicability: To any consumer, other than residential, with fixed wattage loads operating continuously throughout the billing period such as traffic signals.

Character of Service: Alternating current, single or three phase, 60 Hertz, at available secondary voltage.

Limitations of Service: 1. This rate schedule does not provide for standby service.  
2. This rate schedule does not permit resale of service.

Rate: (Monthly)

Access charge: \$ 23.00

Energy Charge: \$ 0.0813 per kWh

Minimum Charge: 1. As specified in the agreement for service.  
2. The Consumer Charge.

Calculated Usage: The calculated kWh usage at each unmetered point shall be determined by operating tests or utilization of manufacturer ratings and specifications. The monthly operation shall be based on 730 hours.

Terms of Payment: Cash, within the time limit specified on the bill, and at Cooperative designated locations.

Demand Charges: Non Applicable

Billing Adjustments: The Cooperative's power cost adjustment and tax adjustment clause contained on sheet Numbers 14.0 and 15.0.

Term of Service: From billing period to billing period, until receipt of notice by the Cooperative from the consumer to disconnect, or upon disconnect by the Cooperative under Cooperative's rules. Where special equipment to serve the consumer is required, the Cooperative may require a revenue guarantee agreement.

Additional Clauses: None

Miscellaneous: None



GENERAL SERVICE-DEMAND

RATE SCHEDULE – GSD

Availability: Throughout the entire territory served by Clay Electric Cooperative, Inc.

Applicability: To lighting and power purpose with measured demand greater than 50 kW but not more than 1000 kW  
Served through one meter.

Character of Service: Alternating current, single or three phase, 60 Hertz, at available secondary voltages.

- Limitations of Service:
1. This rate schedule does not provide for standby service.
  2. This rate schedule does not permit resale of service.
  3. If service is furnished at secondary voltage, the delivery point shall be the point of attachment unless otherwise specified in the contract for service.
  4. If service is furnished at seller's primary line voltage, the delivery point shall be the point of attachment of seller's primary line to consumer's transformer structure unless otherwise specified in the contract for service. All wiring, pole lines, and other electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.
  5. Subject to the established rules and regulations of the Cooperative.
  6. Should the consumer's monthly maximum kilowatt demand for any period of fifteen (15) consecutive minutes as indicated or recorded by the Cooperative's demand meter for service hereunder not exceed 50 kW for a period of twelve consecutive months, the consumer shall be reclassified and shall begin receiving service under Schedule GS for the next twelve months. However, if the consumer's maximum kilowatt demand has not exceeded 75 kW during any three of the preceding twelve months, then the consumer shall have the option of being billed under Schedule GS. Upon exercising that option, the consumer will continue to be billed under Schedule GS until such time as the consumer's monthly kilowatt demand has exceeded 75 kW during three or more of the preceding twelve months, or (after being billed under Schedule GS for twelve months) the consumer requests to be billed under Schedule GSD.

Rate: (Monthly)

Consumer Charge:	\$ 80.00
Demand Charge:	\$ 4.35 per kW
Energy Charge:	\$ 0.0600 per kWh

"Continued from Sheet No. 9.0"

GENERAL SERVICE-DEMAND

RATE SCHEDULE – GSD

- Minimum Charge:       1.       As specified in the agreement for service, or
2.       The Consumer Charge.
- Term of Payment:       Cash, within the time limit specified on the bill, and at Cooperative designated locations.
- Billing Adjustments:    Cooperative's power cost adjustment, tax adjustment, and power factor adjustment Clauses which are contained on sheet numbers 14.0, 15.0, and 16.0, respectively.
- Demand:                Shall be of the maximum kilowatt load used by the consumer for any period of fifteen (15) consecutive minutes as indicated or recorded by the Cooperative's demand meter during the month for which the bill is rendered.
- Term of Service:       From the billing period to billing period, until receipt of notice by the Cooperative from the consumer to disconnect, or upon disconnect by the Cooperative under Cooperative rules. Where special equipment to serve the consumer is required, the Cooperative may require a revenue guarantee agreement.
- Additional Clauses:     If service is furnished at primary distribution voltage, a discount of five (5) percent shall apply to the demand and energy charge based on kWh charge of \$0.0155 per kWh, and if the minimum charge is based on transformer capacity, a discount of five (5) percent shall also apply to the minimum charge. However, the seller shall have the option of metering at secondary voltage and adding the estimated transformer losses to the metered kilowatt-hours and kilowatt demand.
- Miscellaneous:        None

## GENERAL SERVICE DEMAND – TIME OF USE

## RATE SCHEDULE – GSDT/LM

Availability: Throughout the entire territory served by Clay Electric Cooperative, Inc.

Applicability: On an experimental basis, at the option of the Cooperative, to approximately 25 consumers who volunteer for service hereunder, subject to the execution of an agreement for service between the cooperative and the consumer. This schedule will be applicable to consumers otherwise eligible for service under Rate Schedule GSD, where the consumer's monthly maximum load is between 200 kW and 1,000 kW.

Character of Service: Alternating current, three phase, 60 Hertz, and at any available voltage.

Limitations of Service:

1. Does not provide for standby service.
2. Does not permit resale of service.
3. If service is furnished at secondary voltage, the delivery point shall be the point of attachment unless otherwise specified in the contract for service.
4. If service is furnished at Cooperative's primary line voltage, the delivery point shall be the point of attachment of Cooperative's primary line to consumer's transformer structure unless otherwise specified in the contract for service.  
All wiring, pole lines, and other electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.
5. Subject to the established rules and regulations of the Cooperative.
6. Should the consumer's monthly maximum kilowatt load fail to equal or exceed 200 kW during at least three of the preceding twelve months, the consumer shall be reclassified and shall begin receiving service under Schedule GSD for the next twelve months.

Rate: (Monthly)

Consumer Charge:	\$100.00
Consumer Peak Demand Charge:	\$2.25 per kW
On-Peak Demand Charge:	\$10.00 per kW
Energy Charge:	\$0.0490 per kWh

"Continued To Sheet No. 9.3"

(Continued from Sheet No. 9.2)

GENERAL SERVICE DEMAND – TIME OF USE

RATE SCHEDULE – GSDD/LM

MINIMUM CHARGE:

1. As specified in the agreement for service, for
2. The Consumer Charge.

TERM OF PAYMENT:

Cash, within the time limit specified on the bill, and at Cooperative designated locations.

BILLING ADJUSTMENTS:

Cooperative's power cost adjustment, tax adjustment, and power factor adjustment clauses which are contained on sheet numbers 14.0, 15.0, and 16.0, respectively.

CONSUMER PEAK DEMAND

Shall be the maximum kilowatt load used by the consumer for any period of fifteen (15) consecutive minutes as indicated or recorded by the Cooperative's demand meter during the month for which the bill is rendered.

ON-PEAK DEMAND:

Shall be the maximum kilowatt load used by the consumer for any sixty (60) consecutive minutes during the On-Peak Period defined herein, as indicated or recorded by the Cooperative's demand meter during the month for which the bill is rendered.

ON-PEAK PERIOD:

The stated On-Peak Period represents the probable hours of occurrence for the Cooperative's monthly system Peak demand. Unless the Cooperative notifies the consumer as described below, the On-Peak Period hours, expressed in terms of prevailing clock time, shall be as follows:

During the winter months of November through March, inclusive On-Peak period shall be the hours each day from 6:00 A.M. to 10:00 A.M. and from 6:00 P.M. to 10:00 P.M.

Continued to Sheet No. 9.4

(Continued from Sheet No. 9.3)

**GENERAL SERVICE DEMAND – TIME OF USE**

**RATE SCHEDULE – GSDT/LM**

During The summer months of April through October, inclusive, the On-Peak Period shall be the hours each day From 2:00 P.M. to 8:00 P.M.

However, should the Cooperative project it will not establish a monthly system peak demand during a given day, the Cooperative at its discretion may notify the consumer that all or any portion of the stated On-Peak Period for that day may be cancelled. The consumer shall not be billed the On-Peak Charge for any demand established during that portion of the stated On-Peak period which was canceled by the Cooperative.

**TERM OF SERVICE:**

From billing period to billing period, until receipt of notice by the Cooperative from the consumer to disconnect, or upon disconnect by the Cooperative under Cooperative rules. Where special equipment to service the consumer is required, the cooperative may require a revenue guarantee agreement.

**ADDITIONAL CLAUSES:**

If service is furnished at primary distribution voltage, a discount of five (5) percent shall apply to the demand and energy charge based on a kWh charge of .0155 per kWh, and if the minimum charge is based on transformer capacity, a discount of five (5) percent shall also apply to the minimum charge. However, the Cooperative shall have the option of metering at secondary voltage and adding the estimated transformer losses to the metered kilowatt-hours and kilowatt demand.

**MISCELLANEOUS:**

For the purpose of measuring the consumer's On-Peak Demand as defined herein, the consumer shall Provide a telephone line solely dedicated for communication of load data from the consumer to the Cooperative.

Consumers must own and operate on-site generating equipment for the purpose of curtailing load during the on-Peak Period and must also provide at their own expense, switchgear and other equipment as required and approved by the Cooperative to isolate the consumer's generated power from the Cooperative's distribution system.

LARGE GENERAL SERVICE – DEMAND

RATE SCHEDULE – LGSD

Availability: Throughout the entire territory served by Clay Electric Cooperative, Inc.

Applicability: Lighting, power demand greater than 1,000 kW and any other purpose with measured demand served Through one meter.

Character of Service: Alternating current, single or three phase, 60 Hertz, at available voltages.

- Limitations of Service:
1. This rate schedule does not provide for standby service.
  2. This rate schedule does not permit resale of service.
  3. If service is furnished at seller's primary line, the delivery point shall be the point of attachment unless otherwise specified in the contract for service.
  4. If service is furnished at seller's primary line voltage, the delivery point shall be the point of attachment of seller's primary line to consumer's transformer structure unless otherwise specified in the contract for service. All wiring, pole lines, and other electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.
  5. Subject to the established rules and regulations of the Cooperative.

Rate: (Monthly)

Consumer Charge:	\$325.00
Demand Charge:	\$6.80 per kW
Energy Charge:	\$0.0493 per kWh

"Continued to Sheet No. 10.1"

"Continued from Sheet No. 10.0"

LARGE GENERAL SERVICE-DEMAND

RATE SCHEDULE – LGSD

- Minimum Charge:       1.       As specified in the agreement for service or  
                                  2.       The Consumer Charge.
- Terms of Payment:       Cash, within the time limit specified on the bill, and at Cooperative-designated locations.
- Billing Adjustments:    Cooperative's power cost adjustment, tax adjustment, and power factor adjustment clauses which are contained on sheet numbers 14.0, 15.0, and 16.0, respectively.
- Demand:                 Shall be of the maximum kilowatt load used by the consumer for any period of fifteen (15) consecutive minutes as indicated or recorded by the Cooperative's demand meter during the month for which the bill is rendered.
- Term of Service:        Shall be from billing period to billing period, until receipt of notice by the Cooperative from the consumer to disconnect, or upon disconnect by the Cooperative under Cooperative's rules. Where special equipment to serve the consumer is required, the Cooperative may require a revenue guarantee agreement.
- Additional Clauses:     If service is furnished at primary distribution voltage, a discount of five (5) percent shall apply to the demand and energy charge based on a kWh of \$0.0123 per kWh and if the minimum charge is based on transformer capacity, a discount of five (5) percent shall also apply to the minimum charge. However, the seller shall have the option of metering at secondary voltage and adding the estimated transformer losses to the metered kilowatt-hours and kilowatt demand.
- Miscellaneous:         None

LARGE GENERAL SERVICE DEMAND – TIME OF USE

RATE SCHEDULE – LGSDDT/LM

Availability: Throughout the entire territory served by Clay Electric Cooperative, Inc.

Applicability: At the option of the consumer, to electric service which would otherwise be provided under the Cooperative's Schedule LGSD.

Character of Service: Alternating current, three phase, 60 Hertz, and at any available voltage.

- Limitations of Service:
1. Does not provide for standby service.
  2. Does not permit resale of service.
  3. If service is furnished at secondary voltage, the delivery point shall be the point of attachment unless otherwise specified in the contract for service.
  4. If service is furnished at seller's primary line voltage, the delivery point shall be the point of attachment of seller's primary line to consumer's transformer structure unless otherwise specified in the contract for service. All wiring, pole lines, and other electric equipment (except metering equipment) on the load side of the deliver point shall be owned and maintained by the consumer.
  5. Subject to the established rules and regulations of the Cooperative.

Rate: (Monthly)

Consumer Charge:	\$ 325.00
Consumer Peak Demand Charge:	\$2.25 per kW
On-Peak Demand Charge:	\$9.35 per kW
Energy Charge:	\$0.0446 per kWh



(Continued from Sheet No. 10.5)

LARGE GENERAL SERVICE DEMAND – TIME OF USE

RATE SCHEDULE – LGSDDT/LM

Minimum Charge:

1. As specified in the agreement for service, or
2. The Consumer Charge.

TERM OF PAYMENT:

Cash, within the time limit specified on the bill, and at Cooperative designated locations.

BILLING ADJUSTMENTS:

Cooperative's power cost adjustment, tax adjustment, and power factor adjustment clauses which are contained on sheet numbers 14.0, 15.0, and 16.0, respectively.

CONSUMER PEAK DEMAND:

Shall be the maximum kilowatt load used by the consumer for any period of sixty (60) consecutive minutes as indicated or recorded by the Cooperative's demand meter during the month for which the bill is rendered.

ON-PEAK PERIOD:

The stated On-Peak Period represents the probable hours of occurrence for the On-Peak Demand. Unless the Cooperative notifies the consumer as described below, the On-Peak Period hours, expressed in terms of prevailing clock time, are as follows:

During the winter months of November through March, inclusive, the On-Peak Period shall be the hours each day from 6:00 A.M. to 10:00 A.M. and from 6:00 P.M. to 10:00 P.M.

Continued to Sheet 10.7

(Continued from Sheet No. 10.6)

LARGE GENERAL SERVICE DEMAND – TIME OF USE

RATE SCHEDULE – LGSDDT/LM

During the summer months of April through October, inclusive, the On-Peak Period shall be the hours each day from 2:00 P.M. to 8:00 P.M.

However, should the Cooperative project it will not establish a monthly system peak demand during a given day, the Cooperative at its discretion may notify the consumer that all or any portion of the stated On-Peak Period for that day may be canceled. The consumer shall not be billed the On-Peak Demand Charge for any demand established during that portion of the state On-Peak Period which was canceled by the Cooperative.

TERM OF SERVICE:

From billing period to billing period, until receipt of notice by the Cooperative from the consumer to disconnect, or upon disconnect by the Cooperative under Cooperative rules. Where special equipment to serve the consumer is required, the Cooperative may require a revenue guarantee agreement.

ADDITIONAL CLAUSES:

If service is furnished at primary distribution voltage, a discount of five (5) percent shall apply to the demand and energy charge based on a kWh charge of .0123 per kWh, and if the minimum charge is based on transformer capacity, a discount of five (5) percent shall also apply to the minimum charge. However, the seller shall have the option of metering at secondary voltage and adding the estimated transformer losses to the metered kilowatt-hours and kilowatt demand.

MISCELLANEOUS:

For the purpose of measuring the consumer's ON-Peak Demand as defined herein, the consumer shall provide a telephone line solely dedicated for communication of load data from the consumer to the Cooperative.

HIGH LOAD FACTOR  
RATE SCHEDULE – HLF

AVAILABILITY:

Throughout the entire territory served by Clay Electric Cooperative, Inc.

APPLICABILITY:

To electric service supplied to any high load factor large power consumer contracting for not less than 1,500 kilowatts and having a monthly load factor of at least seventy percent (70%) in no fewer than nine of the most recent twelve months, where such service is furnished by the Cooperative through facilities which are solely dedicated to that consumer's use. The monthly load factor shall be determined by dividing the consumer's average demand (energy usage divided by the number of hours in the billing period) by the consumer's kilowatt demand.

CHARACTER OF SERVICE:

Alternating current, three phase, 60 Hertz, and at available standard voltages or other voltages as mutually agreed upon.

LIMITATIONS OF SERVICE:

1. Does not provide for standby service.
2. Does not permit resale of service.
3. The delivery point shall be the point of attachment of seller's facilities to consumer's facilities unless otherwise specified in the contract for service. All electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.
4. Subject to the established rules and regulations of the cooperative and subject to the execution of a written agreement for electric service between the Cooperative and the consumer.

RATE: (Monthly)

Consumer Charge:	\$ 325.00
Facilities Charge:	1.75% times the facilities investment
Demand Charge:	
Production	\$8.93 per kW of Billing Demand
Transmission	\$ 2.75 per kW of Billing Demand
Energy Charge:	\$0.04423 per kWh

"Continued to Sheet No. 10.9"

"Continued from Sheet No. 10.8"

HIGH LOAD FACTOR  
RATE SCHEDULE – HLF

MINIMUM CHARGE:

1. As specified in the agreement for service, or
2. The sum of the consumer Charge and Facilities Charge

TERMS OF PAYMENT:

Cash, within the time limit specified on the bill and at Cooperative designated locations; or as otherwise specified in the agreement for service.

ENERGY COST ADJUSTMENT:

The Energy Charge contained in the above RATE provision is subject to increase or decrease each month by an amount per kilowatt-hour determined as follows:

$$ECA = [(D \div K) - 0.03983] \div 0.95$$

Where:

ECA = Energy Cost Adjustment charge per kWh

D = The total energy-related charges billed to the Cooperative by Seminole Electric Cooperative, Inc. for Service hereunder during the month for which the bill is rendered, including the Production Fixed Energy Charge, the Non-Fuel Charge, the Levelized Fuel Energy Charge, and the Monthly Fuel Adjustment Charge.

K = The total kilowatt-hours billed to the Cooperative by Seminole for service hereunder during the month for which the bill is rendered.

BILLING ADJUSTMENTS:

Cooperative's tax adjustment and power factor adjustment clauses which are contained on sheet number 15.0 And 16.0, respectively

FACILITIES INVESTMENT:

Shall be determined for each consumer served hereunder on a case-by-case basis. The total investment (including any net replacements made from time to time) will include both specific and reasonably allocable electric plant facilities as determined by the Cooperative.

"Continued to Sheet No. 10.10"

(Continued from Sheet No. 10.9)

HIGH LOAD FACTOR  
RATE SCHEDULE – HLF

BILLING DEMAND:

The monthly Billing Demand applicable to the Transmission Demand Charge shall be the highest of the following:

- a. The consumer's 60-minute demand measured at the time of Seminole's peak demand during the calendar billing month; or
- b. Such other Billing Demand as may be established by written contract; or

The monthly Billing Demand applicable to the Production Demand Charge shall be determined as shown above, except that the demand defined in part a, shall only be applicable during the months of January, February, March, June, July, August, September, and December.

ADJUSTMENT FOR LOSSES:

The demand (kW) and energy (kWh) metered by the Cooperative shall be adjusted to compensate for the estimated line and transformer losses between the Cooperative's meter and the wholesale point of delivery at which the Cooperative purchases power for service rendered hereunder from Seminole Electric Cooperative, Inc.

WHOLESALE RATE ADJUSTMENT:

The charges and provisions contained herein are predicated upon the Cooperative purchasing power and energy from Seminole Electric Cooperative, Inc., under its wholesale member rate in effect at the date set forth below. Should there be any change in that wholesale rate, the Cooperative reserves the right to modify the charges and provisions contained herein accordingly.

TERM OF SERVICE:

Service hereunder shall be effective to each consumer based on the individual contract term set forth in the written agreement for service between the Cooperative and the consumer. Such agreement may include a facilities abandonment provision to ensure recovery of the total investment described in the above FACILITIES INVESTMENT provision and recovery of any applicable wholesale power supplier abandonment charge or ratchet effect. The facilities abandonment charge shall include an amount equal to the unrecovered investment less salvage value, net of the cost of removal. The investment in electric plant facilities used for determining the facilities abandonment charge will be based upon actual construction costs as described above, though a cost estimate may be contained in the agreement. If the actual cost is less than the estimate, the consumer will be given the benefit of such variance by a reduction in the facilities abandonment charge. If the actual cost is greater than the estimate, the facilities abandonment charge will be increased. At the Cooperative's discretion, the facilities abandonment charge may be a lump-sum amount, or may be provided by a schedule of payments made during a specified term and reflecting an appropriate interest rate.

MISCELLANEOUS:

For the purpose of measuring the consumer's Billing Demands as defined herein, the consumer shall provide a telephone line solely dedicated for communication of load data from the consumer to the Cooperative.

## STANDBY SERVICE

## RATE SCHEDULE – SS

Availability: Throughout the entire territory served by Clay Electric Cooperative, Inc.

Applicability: To consumers whose electric service requirements are normally supplied or supplemented from sources other than the Cooperative, including any consumer having on-site generating equipment, and who request Firm standby service. A consumer having on-site generating equipment and requesting firm standby Service is required to take service under this rate schedule if his total generating capability: (1) exceeds 100 kW, and (2) supplies at least 20% of his total electrical load, and (3) is operated for other than emergency and test purposes. Sources of electric service utilized by the consumer solely to provide emergency service in the event that the Cooperative-provided service is interrupted do not qualify a consumer for service hereunder.

Consumers requiring service under this schedule shall enter into a Standby Service Agreement with the Cooperative; however, failure to execute an agreement will not pre-empt the application of this schedule or Charges hereunder for service.

## Character of Service:

Continuous service, alternating current, 60 cycle, single-phase or three-phase, at the Cooperative's Standard voltage available.

## Limitations of Service:

1. Resale service not permitted without the expressed consent of the Cooperative.
2. Subject to the established rules and regulations of the Cooperative.

## Definitions:

1. "Standby electric service" refers to backup or maintenance service or both.
2. "Backup service" means electric energy or capacity supplied by the Cooperative to replace energy or capacity normally supplied from other sources, including that ordinarily generated by a consumer's own generation equipment, during an unscheduled outage of the consumer's normal power source.
3. "Maintenance service" means electric energy or capacity supplied by the Cooperative to replace energy or capacity normally generated by the consumer's own generation equipment during a scheduled outage of the consumer's generation.
4. "Supplemental service" means electric energy or capacity supplied by the Cooperative in addition to that which is normally provided by a power supplier other than the Cooperative or by the consumer's own generation equipment.
5. "Otherwise applicable rate schedule" refers to the rate schedule under which the consumer would have received service from the Cooperative if the consumer had no other normal power source, including self-generation.

"Continued to Sheet No. 10.12"

"Continued from Sheet No. 10.11"

STANDBY SERVICE

RATE SCHEDULE – SS

Determination of Specified Standby Capacity:

1. Initially, the consumer and the Cooperative shall mutually agree upon a maximum amount of standby capacity in kW to be supplied by the Cooperative. This shall be termed for billing purposes as the "Specified Standby Capacity."
2. Where a bona fide change in the consumer's standby capacity requirement occurs, the Cooperative and the consumer shall establish a new Specified Standby Capacity.
3. The specified Standby Capacity for the current billing period shall be the greater of: (1) the mutually agreed upon Specified Standby Capacity, (2) the maximum 15 minute kW standby power requirement established in the current billing month, or (3) the maximum 15 minute kW standby power requirement established in any of the twenty-three preceding billing months.

Rate Per Month:

1. Consumer Charge :       \$ 325.00
2. Supplemental Service Charges:  
  
All supplemental power requirements shall be billed in accordance with the demand and energy charges of the otherwise applicable rate schedule.
3. Standby Service Charges:
  - A. Local Transmission & Distribution Capacity:
    1.       \$3.85 per kW times the Specified Standby Capacity.
    2.       Deliver Voltage Credits as specified in the otherwise applicable rate schedule shall be applicable.

"Continued To Sheet No. 10.13"

"Continued from Sheet No. 10.12"

STANDBY SERVICE  
RATE SCHEDULE – SS

B. Rate for Backup and Maintenance Service

1. \$11.50 per kW times the consumer's maximum sixty-minute demand established coincident with Seminole Electric Cooperative's peak load during the current billing month.
2. \$0.0446 per kWh

Billing Adjustments:

Cooperative's power cost adjustment, tax adjustment, and power factor adjustment clauses which are contained on sheet numbers 14.0, 15.0, and 16.0, respectively.

Minimum Charge:

1. As specified in the agreement for service, or
2. The Consumer Charge plus the Local Transmission & distribution Capacity Charge.

Terms of Payment:

Cash, within the time limit specified on the bill and at Cooperative designated locations; or as Otherwise specified in the agreement for service.

Term of Service:

As specified in the agreement for service.

Special Provisions:

1. The Cooperative may, under the provisions of this rate, require a contract with the consumer upon the Cooperative's filed contract form. Whenever the consumer increases his electrical load, which increase requires the Cooperative to increase facilities installed for the specific use of the consumer, a new Term of Service may be required.
2. Consumers taking service under this rate schedule who desire to transfer to firm full requirements service will be required to give the cooperative written notice at least thirty-six months prior to such transfer. Transfers, with less than thirty-six months written notice, to an applicable rate schedule may be permitted if it can be shown that such transfer is in the best interests of the Consumer, the Cooperative, and the Cooperative's other member-consumers.

"Continued to Sheet No. 10.14"



"Continued from Sheet No. 10.13"

STANDBY SERVICE

RATE SCHEDULE – SS

3. The Cooperative will furnish service under this rate schedule at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the consumer shall be furnished and maintained by the consumer. The consumer may request the cooperative to furnish such additional equipment, and the Cooperative, at its sole option, may furnish, install, and maintain such additional equipment, charging the consumer for the use thereof at the rate of 1.75% per month of the installed cost of such additional equipment.
4. The consumer shall allow the cooperative to install time recording metering on the electrical output of all consumer-owned generation equipment. The permitted metering location(s) must be accessible to Cooperative's personnel for testing, inspection, maintenance, and retrieval of recording generation output data. The consumer shall reimburse the Cooperative for the installed cost of the metering and be charged 0.50% per month of the installed cost of the metering equipment for operation and maintenance of the equipment by the Cooperative.
5. Where the Cooperative and the consumer agree that the consumer's service requirements are totally standby or totally supplemental the Cooperative shall bill the consumer accordingly and not require metering of the Consumer's generation output.
6. If the actual maximum 15-minuted standby power supplied by the Cooperative exceeds the prior billing month's Specified Standby Capacity, the consumer shall be billed on the excess amount for previous billings rendered up to twelve months under the rate schedule for local transmission and distribution capacity at a rate of 125% of such standby service charge.

FOR FUTURE USE

FOR FUTURE USE

FOR FUTURE USE

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FOR FUTURE USE

INTERRUPTIBLE SERVICE

RATE SCHEDULE – INT

Availability: Throughout the entire territory served by Clay Electric Cooperative, Inc.

Applicability: At the consumer's option where the consumer's average billing demand is 500 kW or more, where service may be interrupted by the Cooperative or its designee, and for which the Cooperative has been able to acquire wholesale interruptible service from Seminole Electric Cooperative, Inc. (Seminole) under its Rate Schedule INT-2.

Character of Service: Alternating current, single or three phase, 60 Hertz, and at any available voltages, subject to immediate and total interruption pursuant to the agreement for electric service between the Cooperative and the consumer.

- Limitations of Service:
1. Does not provide for standby service.
  2. Does not permit resale of service.
  3. The delivery point shall be the point of attachment of Cooperative's facilities to consumer's facilities unless otherwise specified in the contract for service. All wiring, pole lines, and other electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.
  4. Subject to the established rules and regulations of the Cooperative and subject to the execution of a written agreement for electric service between the Cooperative and the consumer.

Rate: (Monthly)

Consumer Charge:

Secondary Metering Voltage	\$ 292.00
Primary Metering Voltage	\$ 434.00
Transmission Metering Voltage	\$1037.00

Facilities Charge: 1.75% times the Facilities Investment

Demand Charge: \$ 10.50 per kW of Billing Demand

Interruptible Demand Credit: \$ 11.70 per kW of Load Factor Adjusted Demand

Energy Charge \$ 0.0388 per kWh

"Continued To Sheet No. 10.21"

(Continued from Sheet No. 10.20)

## INTERRUPTIBLE SERVICE

## RATE SCHEDULE – INT

## Energy Cost Adjustment:

The Energy Charge contained in the above Rate provision is subject to increase or decrease each month by an amount per kilowatt-hour determined as follows:

$$ECA = \{(D \div K) - 0.0363\} \div 0.96$$

## Where:

- ECA = Energy Cost Adjustment charge per kWh
- D = The total energy-related charges billed to the Cooperative by Seminole for service hereunder during the month for which the bill is rendered excluding the charges billed under Special Provision 9.
- K = The total kilowatt - hours billed to the Cooperative by Seminole for service hereunder during the month for which the bill is rendered excluding the kilowatt-hours billed under Special Provision 9.

## Demand Cost Adjustment:

The Demand Charge contained in the above Rate provision is subject to increase or decrease each month by an amount per kilowatt determined as follows:

$$DCA = \{(B \div kW) - 9.87\} \div 0.94$$

## Where:

- DCA = Demand Cost Adjustment charge per kW
- B = The total demand-related charges billed to the Cooperative by Seminole for service hereunder during the month for which the bill is rendered excluding the Interruptible Demand Credit.
- kW = The total kilowatts of Billing Demand for service hereunder during the month for which the bill is rendered.

## Minimum Charge:

1. The sum of the charges contained in the above Rate provision, or
2. As specified in the agreement for electric service

## Facilities Investment:

Shall be the total dollar investment in electric plant facilities installed by the Cooperative (including any net replacements made from time to time) specifically for providing service herein.

## Billing Demand:

The Billing Demand shall be the maximum 60-minute demand established by the consumer during the month for which the bill is rendered, but not less than 500 kW.

## Load Factor Adjusted Demand:

The Load Factor Adjusted Demand shall be the product of the consumers Billing Demand and the consumers Billing Load Factor (ratio of kWh to billing kW times the number of hours in the billing period.)

“Continued on to sheet 10.22”



(Continued from Sheet No. 10.21)

INTERRUPTIBLE SERVICE

RATE SCHEDULE –INT

Delivery Voltage Credit:

When the consumer takes service under this rate at a delivery voltage above standard distribution secondary voltage, the Demand Charge in the above Rate provision shall be subject to the following credit:

For Distribution Primary Delivery voltage:	\$ 1.19 per kW of Billing Demand
For Transmission Delivery Voltage:	\$ 5.95 per kW of Billing Demand

Metering Voltage:

The Metering voltage stated in the above Rate provision shall be the voltage at which Seminole meters the Consumer's load for service rendered hereunder.

Metering Voltage Adjustment:

Metering voltage will be at the option of the Cooperative or its designee. When the Cooperative or its designee meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the non-fuel portion of the Energy Charge. Demand Charge, Interruptible Demand Credit, and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

Adjustment for Losses:

The demand (kW) and energy (kWh) metered by the Cooperative shall be adjusted to compensate for the estimated line and transformation losses back to the wholesale point of delivery at which the Cooperative purchases power for service rendered hereunder from Seminole.

Estimated Billing:

To the extent that any of the information required to determine the consumer's monthly bill is not available at the time of billing, bills will be rendered using estimates of said information, with such estimates being based upon actual and all known pertinent facts. Differences between billings based on actual and estimated billing information shall be subsequently trued up, with interest accrued at Seminole's short term investment or cost of funds rate whichever is applicable.

Wholesale Rate Adjustment:

The charges and provisions contained herein are predicated upon the Cooperative purchasing power and energy from Seminole under its wholesale member rates in effect at the date set forth below. Should there be any change in such wholesale rates, the Cooperative reserves the right to modify the charges and provisions contained herein accordingly.

Billing Adjustments:

Cooperative's tax adjustment and power factor adjustment clauses which are contained on sheets numbered 15.0 and 16.0, respectively.

"Continued to Sheet No. 10.23"

(Continued from Sheet No. 10.22)

INTERRUPTIBLE SERVICE

RATE SCHEDULE – INT

Term of Payment:

Cash, within the time limit specified on the bill and at Cooperative designated locations, or as otherwise specified in the agreement for electric service.

Wholesale Rate Adjustment:

The charges and provisions contained herein are predicated upon the Cooperative purchasing power and energy from Seminole under its wholesale member rates in effect at the date set forth below. Should there be any change in such wholesale rates, the Cooperative reserves the right to modify the charges and provisions contained herein accordingly.

Term of Service:

The term of service shall be as set forth in the agreement for electric service between the Cooperative and the consumer, but not less than five years.

Meter and Control Equipment:

The Cooperative or its designee shall provide the consumer with the necessary metering equipment for measuring interruptible service, as well as equipment required for control of interruptions. Metering equipment shall include time interval demand recording and shall be equipped for remote meter reading over dial-up telephone service from Seminole. The responsibility for the installation and maintenance of metering and control equipment owned by the Cooperative or its designee shall be set forth in the Service Agreement. The Cooperative shall read meters monthly, or cause meters to be read monthly. The Cooperative or its designee shall test and calibrate meters, or shall cause such meters to be tested and calibrated, by comparison with accurate standards at intervals of twelve (12) months. The Cooperative or its designee shall also make or cause to be made special meter tests at any time at the consumer's request. The costs of all tests shall be borne by the Cooperative provided, however, that if any special meter test made at the consumer's request shall disclose that the meters are recording accurately. The consumer shall reimburse the Cooperative for the cost of such test. Meters registering not more than two percent (2%) above or below normal shall be deemed to be accurate. The readings of any meter which shall have been disclosed by test to be inaccurate shall be corrected for the thirty (30) days previous to such test in accordance with the percentage of inaccuracy found by such test. If any meter shall fail to register for any period, the Cooperative and the consumer shall agree as to the amount of power and energy furnished during such period and the Cooperative shall render a bill therefore.

Miscellaneous.

In addition to all other rates and charges stated herein, the consumer shall reimburse the Cooperative for all charges billed to the Cooperative by Seminole any other costs specifically pertaining to service rendered under this rate schedule.

“Continued to Sheet No. 10.24”

(Continued from Sheet No. 10.23)

## INTERRUPTIBLE SERVICE

## RATE SCHEDULE – INT

## Special Provisions:

1. Interruptible service under this rate schedule is not subject to interruption during any time period for economic reasons. Interruptible service hereunder is subject to interruption as provided in Special Provision No. 2 and No. 3 of this rate schedule and during any time period that electric power and energy delivered hereunder from Seminole's available generating and firm purchased capacity resources are inadequate to a) maintain service to Seminole's firm power consumers and firm power sales commitments or b) supply emergency interchange service to another utility to meet its firm load obligations. Seminole will not make new off-system purchases during such periods to maintain service to interruptible loads served hereunder, except under the conditions set forth in Special Provision No. 9 of this rate schedule. If such off-system power and energy can be purchased, the terms of Special Provision No. 9 will apply and a period of required interruption will not be deemed to exist while such power and energy remain available.
2. The consumer agrees to allow the Cooperative or its designee to interrupt the consumer's power requirements during each period of required interruption upon notice by the Cooperative or its designee. Such periods of required interruption will normally occur during periods of capacity shortages on the Cooperative's wholesale power suppliers' system; however, other operating contingencies may result in such requests at other times. The Cooperative or its designee will endeavor to provide the consumer thirty (30) minutes advance notice of an anticipated need for interruption. However, interruption may occur without notice if operating contingency requires interruption. The Cooperative or its designee shall also have the right to require one additional interruption each calendar year irrespective of capacity availability or operating conditions. The Cooperative or its designee shall give the consumer notice of such test.
3. Service under this rate schedule shall commence following the date the required equipment (e.g., metering, remote terminal units, and control equipment) is installed. Before commencement of service, the Cooperative or its designee shall exercise an interruption for purposes of testing the consumer's ability to interrupt his load within thirty (30) minutes of such notification, or for testing the Cooperative's or its designee's equipment.
4. If the consumer interferes with the required equipment installed by the Cooperative or its designee as referenced in the Meter and Control Equipment provision herein such that the consumer's load is not interrupted upon request during the billing period, the consumer will be billed additional charges for all billing periods from the most recent prior billing period of required interruption through the current billing period, not to exceed a total of 12 billing periods. The amount of such additional charges shall be equal to the charges billed to the Cooperative by Seminole as a result of the consumer's failure to interrupt service as required herein.
5. If the consumer increases his power requirements in any manner that requires the Cooperative or Seminole to install additional facilities for the specific use of the consumer, a new Term of Service may be required at the Cooperative's option.

"Continued to Sheet No. 10.25"

(Continued from Sheet No. 10.24)

INTERRUPTIBLE SERVICE

RATE SCHEDULE – INT

Special Provisions: (Continued)

6. The Cooperative will furnish service under this rate schedule at a single voltage. Any equipment to supply additional voltages or any additional facilities for the use of the consumer shall be furnished and maintained by consumer. At its option, the Cooperative may furnish, install and maintain such additional equipment upon request of the consumer, in which even the installed cost of such additional equipment will be included in the facilities Investment defined herein.
7. Consumers taking service under this interruptible rate schedule who desire to transfer to a firm rate schedule will be required to give the Cooperative written notice at least thirty-six (36) months prior to such transfer. Such notice shall be irrevocable unless the Cooperative and the consumer mutually agree to void the revocation.
8. Service under this rate schedule is not available if all or a part of the consumer's load is designated by the appropriate government agency for use at a public shelter during periods of emergency or natural disaster.
9. To minimize the frequency and duration of interruptions required under this rate schedule, Seminole will attempt to purchase additional power and energy, if available, from sources outside its system during periods for which interruption would otherwise be required. The Cooperative or its designee will also attempt to notify any consumer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. Any energy associated with interruptible loads used during these periods will be subject to the additional charges set forth in the second paragraph of this provision. Consumers may avoid these higher charges by interrupting their usage during such periods pursuant to the third paragraph of this Special Provision No. 9.

In the event a consumer elects not to interrupt during such periods described above, the consumer will be required to pay an additional charge, in lieu of the otherwise applicable energy charges provided hereunder, based on the consumer's proportionate share of the higher cost of such purchased power, plus 4.0 mills per kWh, for all consumption during such period. The cost of such purchased energy shall be based on the incremental energy cost incurred by Seminole for the hour in which purchases are made to avoid interruption. If, for any reason during such period, the consumer is notified that the energy purchased from outside sources is no longer available, the terms of this Special Provision will cease to apply and interruption will be required for the remainder of such period.

10. Any consumer who establishes a billing demand of less than 500 kW in any of the 12 billing periods preceding May 1, 2002, shall be advised by the Cooperative that the minimum billing demand of 500 kW would not apply in the event the consumer exercises Special Provision No. 7 of this rate.

INTERRUPTIBLE SERVICE  
OPTIONAL TIME-OF-USE  
RATE SCHEDULE-INT-T

Availability: Throughout the entire territory served by Clay Electric Cooperative, Inc.

Applicability: At the consumer's option, to consumers otherwise eligible for service under the Cooperative's rate Schedule INT, provided that the consumer's total load requirements at each point of delivery are measured through one meter.

Character of Service: Alternating current, single or three phase, 60 Hertz, and at any available voltages, subject to immediate and total interruption pursuant to the agreement for electric service between the Cooperative and the consumer.

Limitations of Service:

1. Does not provide for standby service.
2. Does not permit resale of service.
3. The delivery point shall be the point of attachment of Cooperative's facilities to consumer's facilities unless otherwise specified in the contract for service. All wiring, pole lines, and other electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.
4. Subject to the established rules and regulations of the Cooperative and subject to the execution of a written agreement for electric service between the Cooperative and the consumer.

Rate: (Monthly)

Consumer Charge:	
Secondary Metering voltage	\$ 292.00
Primary Metering voltage	\$ 434.00
Transmission Metering voltage	\$1037.00
Facilities Charge:	1.75% times the Facilities Investment
Demand Charge:	
Base Demand Charge	\$ 4.20 per kW of Base Demand
On-Peak Demand Charge	\$ 6. 55 per kW of On-Peak Demand
Interruptible Demand Credit:	\$11.70 per kW of Load Factor Adjusted Demand
Energy Charge:	
On-Peak Energy	\$0.0460 per On-Peak kWh
Off-Peak Energy	\$0.0342 per Off-Peak kWh

"Continued to Sheet No. 10.27"

(Continued from Sheet No. 10.26)

INTERRUPTIBLE SERVICE  
OPTIONAL TIME-OF-USE  
RATE SCHEDULE – INT–T

## Definition of On-Peak and Off-Peak Periods:

The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- (1) For the calendar months of November through March:  
Monday through Friday\*: 6:00 a.m. to 10:00 a.m., and  
6:00 p.m. to 10:00 p.m.
- (2) For the calendar months of April through October:  
Monday through Friday\*: 12:00 Noon to 9:00 p.m.

\* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth above.

## Energy Cost Adjustments:

The On-Peak Energy Charge contained in the above Rate provision is subject to increase or decrease each month by an amount per kilowatt-hour determined as follows:

$$\text{On-Peak ECA} = \{(D \div K) - 0.0441\} \div 0.96$$

Where:

On-Peak ECA = Energy Cost Adjustment charge per On-Peak kWh

D = The total On-Peak energy-related charges billed to the Cooperative by Seminole for service hereunder during the month for which the bill is rendered, excluding the charges billed under Special Provision 9.

K = The total-On-Peak kilowatt-hours billed to the Cooperative by Seminole for service hereunder during the month for which the bill is rendered, excluding kilowatt-hours billed under Special Provision 9.

"Continued to Sheet No. 10.28"

(Continued from Sheet No. 10.27)

**INTERRUPTIBLE SERVICE  
OPTIONAL TIME OF USE  
RATE SCHEDULE – INT – T**

**Energy Cost Adjustments: (Continued)**

The Off-Peak Energy Charge contained in the above Rate provision is subject to increase or decrease each month by an amount per kilowatt-hour determined as follows:

$$\text{Off Peak ECA} = \{(B \div H) - 0.0328\} \div 0.96$$

Where:

Off-Peak ECA = Energy Cost Adjustment charge per Off-Peak kWh

B = The total Off-Peak energy-related charges billed to the Cooperative by Seminole for service hereunder during the month for which the bill is rendered, excluding the charges billed under Special Provision 9.

H = The total Off-Peak kilowatt-hours billed to the Cooperative by Seminole for service hereunder during the month for which the bill is rendered, excluding kilowatt-hours billed under Special Provision 9.

**Demand Cost Adjustment:**

The Base Demand Charge contained in the above Rate provision is subject to increase or decrease each month by an amount per kilowatt determined as follows:

$$\text{Base DCA} = \{(C \div \text{kW}) - 3.948\} \div 0.94$$

Where:

Base DCA = Base Demand Cost Adjustment charge per kW

C = The total demand-related charges billed to the Cooperative by Seminole for service hereunder during the month for which the bill is rendered excluding the On-Peak Demand Charge and the Interruptible Demand Credit.

kW = The total kilowatts of Base Demand for service hereunder during the month for which the bill is rendered.

The On-Peak Demand Charge contained in the above Rate provision is subject to increase or decrease each month by an amount per kilowatt determined as follows:

$$\text{On-Peak DCA} = \{P - 6.157\} \div 0.94$$

Where:

On Peak DCA = On-Peak Demand Cost Adjustment charger per kW

P = The On-Peak Demand Charge per kW billed to the Cooperative by Seminole for service hereunder during the month for which the bill is rendered.

**Minimum Charge:**

1. The sum of the charges contained in the above Rate provision, or
2. As specified in the agreement for electric service.

**Facilities Investment:**

Shall be the total dollar investment in electric plant facilities installed by the Cooperative (including any Net replacements made from time to time) specifically for providing service herein.

**Determination of Billing Demands:**

The Base Demand shall be the maximum clock hour 60 minute demand established by the consumer during the month for which the bill is rendered, but not less than 500 kW.

The On-Peak Demand shall be the maximum clock hour 60 minute demand established by the Consumer during designated On-Peak Periods during the current billing month.

**Load Factor Adjusted Demand:**

The Load Factor Adjusted Demand shall be the product of the consumer's Base Demand and the Consumer's Billing Load Factor (ratio of kWh to billing kW times the number of hours in the billing Period.)

"Continued on page 10.29"

(Continued from Sheet No. 10.28)

INTERRUPTIBLE SERVICE  
 OPTIONAL TIME-OF-USE  
 RATE SCHEDULE –INT-T

Delivery Voltage Credit:

When the consumer takes service under this rate at a delivery voltage above standard distribution secondary voltage, the Base Demand Charge in the above Rate provision shall be subject to the following credit:

For Distribution Primary Delivery Voltage:	\$ 1.19 per kW of Billing Demand
For Transmission Delivery voltage:	\$ 5.95 per kW of Billing Demand

Metering voltage:

The Metering Voltage stated in the above Rate provision shall be the voltage at which Seminole Meters the consumer’s load for service rendered hereunder.

Metering Voltage Adjustment:

Metering voltage will be at the option of the Cooperative or its designee. When the Cooperative or its designee meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the non-fuel portion of the Energy Charge, Demand Charges, Interruptible Demand Credit, and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

Adjustment For Losses:

The demand (kW) and energy (kWh) metered by the Cooperative shall be adjusted to compensate for the estimated line and transformation losses back to the wholesale point of delivery at which the Cooperative purchases power for service rendered hereunder from Seminole.

Estimated Billing:

To the extent that any of the information required to determine the consumer’s monthly bill is not available at the time of billing, bill will be rendered using estimates of said information, with such estimates being based upon actual and all known pertinent facts. Differences between billings based on actual and estimated billing information shall be subsequently trued up, with interest accrued at Seminole’s short-term investment or cost of funds rate, whichever is applicable.

Wholesale Rate Adjustment:

The charges and provisions contained herein are predicated upon the Cooperative purchasing power and energy from Seminole under its wholesale member rates in effect at the date set forth below. Should there be any change in such wholesale rates, the Cooperative reserves the right to modify the charges and provisions herein accordingly.

Billing Adjustments:

Cooperative’s tax adjustment and power factor adjustment clauses which are contained on sheets Numbered 15.0 and 16.0, respectively.

“Continued to Sheet No. 10.30”



(Continued from Sheet No. 10.29)

INTERRUPTIBLE SERVICE  
OPTIONAL TIME-OF-USE  
RATE SCHEDULE – INT – T

Term of Payment:

Cash, within the time limit specified on the bill and at Cooperative designated locations; or as otherwise specified in the agreement for electric service.

Wholesale Rate Adjustment:

The charges and provisions contained herein are predicated upon the Cooperative purchasing power and energy from Seminole under its wholesale member rates in effect at the date set forth below. Should there be any change in such wholesale rates, the Cooperative reserves the right to modify the charges and provisions contained herein accordingly.

Term of Service:

The term of service shall be as set forth in the agreement for electric service between the Cooperative and the consumer, but not less than five years; provided, however, the consumer shall have the right during the initial term of service to transfer to the otherwise applicable Rate Schedule INT at anytime. It is further provided, however, that any such consumer who subsequently re-elects to take service hereunder at the same location shall be required to remain on this optional rate schedule at that location for a minimum term of twelve months.

Meter and Control Equipment:

The Cooperative or its designee shall provide the consumer with the necessary metering equipment for measuring interruptible service, as well as equipment required for control of interruptions. Metering equipment shall include time interval demand recording and shall be equipped for remote meter reading over dial-up telephone service from Seminole. The responsibility for the installation and maintenance of metering and control equipment owned by the Cooperative or its designee shall be set forth in the Service Agreement. The cooperative shall read meters monthly, or cause meters to be read monthly. The Cooperative or its designee shall test and calibrate meters, or shall cause such meters to be tested and calibrated, by comparison with accurate standards at intervals of twelve (12) months. The Cooperative or its designee shall also make or cause to be made special meter tests at any time at the consumer's request. The costs of all tests shall be borne by the Cooperative; provided, however, that if any special meter test made at the consumer's request discloses that the meters are recording accurately, the consumer shall reimburse the Cooperative for the cost of such test. Meters registering not more than two percent (2%) above or below normal shall be deemed to be accurate. The readings of any meter which shall have been disclosed by test to be inaccurate shall be corrected for the thirty (30) days previous to such test in accordance with the percentage of inaccuracy found by such test. If any meter shall fail to register for any period, the Cooperative and the consumer shall agree as to the amount of power and energy furnished during such period and the Cooperative shall render a bill therefore.

"Continued to Sheet No. 10.31"

(Continued from Sheet No. 10.30)

INTERRUPTIBLE SERVICE  
OPTIONAL TIME-OF-USE  
RATE SCHEDULE – INT-T

Miscellaneous:

In addition to all other rates and charges stated herein, the consumer shall reimburse the Cooperative for all charges billed to the Cooperative by Seminole any other costs specifically pertaining to service rendered under this rate schedule.

Special Provisions:

1. Interruptible service under this rate schedule is not subject to interruption during any time period for economic reasons. Interruptible service hereunder is subject to interruption as provided in Special Provision No. 2 and No. 3 of this rate schedule and during any time period that electric power and energy delivered hereunder from Seminole's available generating and firm purchased capacity resources are inadequate to a) maintain service to Seminole's firm power consumers and firm power sales commitments or b) supply emergency interchange service to another utility to meet its firm load obligations. Seminole will not make new off-system purchases during such periods to maintain service to interruptible loads served hereunder, except under the conditions set forth in Special Provision No. 9 of this rate schedule. If such off-system power and energy can be purchased, the terms of Special Provision No. 9 will apply and a period of required interruption will not be deemed to exist while such power and energy remain available.
2. The consumer agrees to allow the Cooperative or its designee to interrupt the consumer's power requirements during each period of required interruption upon notice by the Cooperative or its designee. Such periods of required interruption will normally occur during periods of capacity shortages on the Cooperative's wholesale power suppliers' system; however, other operating contingencies may result in such requests at other times. The Cooperative or its designee will endeavor to provide the consumer thirty (30) minutes advance notice of an anticipated need for interruption. However, interruption may occur without notice if operating contingency requires interruption. The Cooperative or its designee shall also have the right to require one additional interruption each calendar year irrespective of capacity availability or operating conditions. The Cooperative or its designee shall give the consumer notice of such test.
3. Service under this rate schedule shall commence following the date the required equipment (e.g., metering, remote terminal units, and control equipment) is installed. Before commencement of service, the Cooperative or its designee shall exercise an interruption for purposes of testing the consumer's ability to interrupt his load within thirty (30) minutes of such notification, or for testing the Cooperative's or its designee's equipment.
4. If the consumer interferes with the required equipment installed by the Cooperative or its designee as referenced in the Meter and control Equipment provision herein such that the consumer's load is not interrupted upon request during the billing period, the consumer will be billed additional charges for all billing periods from the most recent prior billing period of required interruption through the current billing period, not to exceed a total of 12 billing periods. The amount of such additional charges shall be equal to the charges billed to the Cooperative by Seminole as a result of the consumer's failure to interrupt service as required herein.

"Continued to Sheet No. 10.32"

(Continued from Sheet No. 10.31)

INTERRUPTIBLE SERVICE  
OPTIONAL TIME-OF-USE  
RATE SCHEDULE-INT-T

Special Provisions: (Continued)

5. If the consumer increases his power requirements in any manner which requires the Cooperative or Seminole to install additional facilities for the specific use of the consumer, a new Term of Service may be required at the Cooperative's option.
6. The Cooperative will furnish service under this rate schedule at a single voltage. Any equipment to supply additional voltages or any additional facilities for the use of the consumer shall be furnished and maintained by the consumer. At its option, the Cooperative may furnish, install and maintain such additional equipment upon request of the consumer, in which event the installed cost of such additional equipment will be included in the Facilities Investment defined herein.
7. Consumers taking service under this interruptible rate schedule who desire to transfer to a firm rate schedule will be required to give the Cooperative written notice at least thirty-six (36) months prior to such transfer. Such notice shall be irrevocable unless the Cooperative and the consumer mutually agree to void the revocation.
8. Service under this rate schedule is not available if all or a part of the consumer's load is designated by the appropriate government agency for use at a public shelter during periods of emergency or natural disaster.
9. To minimize the frequency and duration of interruptions required under this rate schedule, Seminole will attempt to purchase additional power and energy, if available, from sources outside its system during periods for which interruption would otherwise be required. The Cooperative or its designee will also attempt to notify any consumer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. Any energy associated with interruptible loads used during these periods will be subject to the additional charges set forth in the second paragraph of this provision. Consumers may avoid these higher charges by interrupting their usage during such periods pursuant to the third paragraph of this special Provision No. 9.

In the event a consumer elects not to interrupt during such periods described above, the consumer will be required to pay an additional charge, in lieu of the otherwise applicable energy charges provided hereunder, based on the consumer's proportionate share of the higher cost of such purchased power, plus 4.0 mills per kWh, for all consumption during such period. The cost of such purchased energy shall be based on the incremental energy cost incurred by Seminole for the hour in which purchases are made to avoid interruption. If, for any reason during such period, the consumer is notified that the energy purchased from outside sources is not longer available, the terms of this Special Provision will cease to apply and interruption will be required for the remainder of such period.

In the event a consumer elects to interrupt irrespective of the availability of additional energy purchased by Seminole during the period of which interruption would have otherwise occurred, the consumer will incur no responsibility for the payment of any additional cost of such energy.

10. Any consumer who established a Base billing demand of less than 500 kW in any of the 12 billing periods preceding May 1, 2002 shall be advised by the Cooperative that the minimum demand of 500 kW would not apply in the event the consumer exercises Special Provision No. 7 of this rate.

**INTERRUPTIBLE SERVICE  
RATE SCHEDULE - INT-3**

**Availability:**

Throughout the entire territory served by Clay Electric Cooperative, Inc.

**Applicable:**

At the consumer’s option where the consumer’s non-coincident billing demand is 2,500 kW or more, with a minimum 12-month rolling average load factor of 50% based on the consumer’s non-coincident peak, where service may be interrupted by the Cooperative or its designee, and for which the Cooperative has been able to acquire wholesale interruptible service from Seminole Electric Cooperative, Inc. (Seminole) under its Rate Schedule INT-3a or successor rate schedule.

Should the Cooperative determine the consumer’s load fails to meet the average load factor requirement during any three (3) consecutive months, the Cooperative may, at its sole discretion, transfer the consumer to another of the Cooperative’s applicable rate schedules at any time, but no earlier than the beginning of the next calendar month.

**Character of Service:**

Alternating current, single-phase or three-phase, 60 Hertz, at any available voltages, at a single point of delivery, and subject to immediate and total interruption pursuant to the written Agreement for Electric Service between the Cooperative and the consumer (the “Agreement”).

**Limitations of Service:**

1. Does not provide for standby service.
2. Does not permit resale of service.
3. The delivery point shall be the point of attachment of the Cooperative’s facilities to the consumer’s facilities unless otherwise specified in the Agreement. All wiring, pole lines, and other electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.
4. Subject to the Cooperative’s established Rules and Regulations and the Agreement.

**Rate (Monthly):**

Facilities Charge	A Carrying Cost Charge times the Facilities Investment
Production Fixed Energy Charge	A Fixed Monthly Charge Adjusted Annually
Consumer Charge:	\$292.00 for Secondary Metering Voltage
	\$434.00 for Primary Metering Voltage
	\$1,037.00 for Transmission Metering Voltage
Interruptible Demand Credit	\$6.91 per kW of Billing Demand
Demand Charge	\$9.02 per kW of Billing Demand
Transmission Charge	\$3.20 per kW of Billing Demand
Energy Charge	\$0.00541 per kWh of Monthly Energy

(Continued on Sheet No. 10.34)

(Continued from Sheet No. 10.33)

**Interruptible Demand Credit:**

The Interruptible Demand Credit contained in the above Monthly Rate provision shall be subject to increase or decrease each month by an amount per kilowatt so that the Interruptible Demand Credit for service hereunder will equal the Interruptible Demand Credit per kW of Billing Demand received by the Cooperative from Seminole.

**Demand Cost Adjustment:**

The Demand Charge contained in the above Monthly Rate provision is subject to increase or decrease each month by an amount per kilowatt determined as follows:

$$DCA = ((D \div K) - \$11.533) \times 1.06$$

Where:

DCA = Demand Cost Adjustment charge per kW of Billing Demand

D = The total demand-related costs (excluding Interruptible Demand Credit) billed to the Cooperative by Seminole for service hereunder during the month for which the bill is rendered.

K = The total kilowatts of Billing Demand billed to the Cooperative by Seminole for service hereunder during the month for which the bill is rendered.

**Energy Cost Adjustment:**

The Energy Charge contained in the above Monthly Rate provision is subject to increase or decrease each month by an amount per kilowatt-hour determined as follows:

$$ECA = ((E \div H) - \$0.00510) \times 1.06$$

Where:

ECA = Energy Cost Adjustment charge per kWh of Monthly Energy

E = The total energy-related costs billed to the Cooperative by Seminole for service to the consumer hereunder during the month for which the bill is rendered.

H = The total kilowatt-hours of Monthly Energy billed to the Cooperative by Seminole for service to the consumer hereunder during the month for which the bill is rendered.

**Billing Demand:**

The Billing Demand shall be the consumer's maximum clock hour 60-minute kW demand established during the current calendar billing month, but not less than 2,500 kW.

(Continued on Sheet No. 10.35)

(Continued from Sheet No. 10.34)

Monthly Energy:

The Monthly Energy, expressed in kWh and rounded to the nearest kWh, shall be determined by the summation of the energy associated with each clock hour's 60-minute kW demand for all hours during the calendar month.

When the Optional Time of Use Interruptible Rate has been selected, per the Agreement, the Monthly On-Peak Energy shall be the summation of energy associated with each hour's aggregate hourly demand during the following On-Peak Periods expressed in terms of prevailing clock time:

(1) For the calendar months of November through March:

Monday through Friday\*: 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m.

(2) For the calendar months of April through October:

Monday through Friday\*: 12:00 Noon to 9:00 p.m.

\* Excluding the following nationally observed holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

The Monthly Off-Peak Energy shall be the summation of energy associated with each hour's aggregate hourly demand during Off-Peak Periods, which are all periods other than the On-Peak Periods previously set forth.

Facilities Charge:

The Facilities Charge shall be determined by multiplying a Carrying Cost Charge of 1.75 percent times the Cooperative's Facilities Investment. The Facilities Investment is the total investment in electric plant facilities installed by the Cooperative (including any net replacements made from time to time) for providing electric service to the consumer. Such facilities include both specific and reasonably allocable investment amounts. The Carrying Cost Charge shall be reduced to 1.25 percent for that portion of the Facilities Investment for which the consumer has paid the Cooperative a contribution-in-aid of construction.

In addition, if applicable, the Facilities Charge will include recovery of any transmission facilities investment and related costs billed to the Cooperative by its wholesale power supplier pertaining to electric service provided hereunder to the consumer.

Power Factor:

Power factor penalties incurred by the Cooperative under its contract with Seminole as a result of the consumer's delivery point's failing to maintain a power factor at or above the applicable contractually required level, shall be billed to the consumer on a direct pass-through basis as part of the bill for electric service provided hereunder. The Cooperative shall keep the consumer apprised of the applicable contractual requirements which could affect power factor billings hereunder.

(Continued on Sheet No. 10.36)

(Continued from Sheet No. 10.35)

Estimated Billing:

To the extent that any of the information required to determine the monthly bill for the calendar billing month is not available at the time of billing, bills will be rendered using estimates of said information, with such estimates being based upon all known pertinent facts. Differences between billings based on actual and estimated billing information shall be subsequently trued up, with interest accrued at Seminole's short-term investment or cost of funds rate, whichever is applicable.

Determination of Production Fixed Energy Charge:

The Production Fixed Energy Charge contained in the above Monthly Rate provision shall be determined each calendar year as follows:

$$\text{PFEC} = (\text{F} \div \text{P} \times \text{S}) \times 1.06$$

Where:

PFEC = Production Fixed Energy Charge

F = The Production Fixed Energy Charge billed per month to the Cooperative by Seminole for that calendar year.

P = The Cooperative's kilowatt-hours purchased from Seminole during the prior three calendar years used by Seminole to determine the Production Fixed Energy Charge billed to Cooperative.

S = The kilowatt-hours sold by the Cooperative to the consumer for firm (non-interruptible) service during the prior three calendar years used by Seminole to determine the Production Fixed Energy Charge billed to Cooperative.

Tax Adjustments:

Amount computed at the above monthly rate and all applicable charges and adjustment provisions herein shall be subject to any applicable taxes, assessments, fees, and/or surcharges legally imposed by any governmental authority. The Florida Gross Receipts Tax on electric utility service shall be separately stated in full on all bills.

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the greater of:

1. The sum of the charges stated in the above Rate (Monthly) provision, or
2. The minimum monthly charge specified in the Agreement.

(Continued on Sheet No. 10.37)

(Continued from Sheet No. 10.36)

**Term of Payment:**

Cash, within the time limit specified on the bill, at Cooperative designated locations, or as otherwise specified in the agreement for electric service.

**Wholesale Rate Adjustment:**

The charges and provisions contained herein are predicated upon the Cooperative purchasing power and energy from Seminole under its wholesale member rates in effect at the date set forth below. Should there be any change in such wholesale rates, the Cooperative reserves the right to modify the charges and provisions contained herein accordingly.

**Miscellaneous:**

In addition to all other rates and charges stated herein, the consumer shall reimburse the Cooperative for all charges billed to the Cooperative by Seminole and any other costs specifically pertaining to service rendered under this rate schedule.

**Meter and Control Equipment:**

The Cooperative or its designee shall provide the consumer with the necessary metering equipment for measuring interruptible service, as well as equipment required for control of interruptions. Metering equipment shall include time interval demand recording and shall be equipped for remote meter reading service from Seminole. The responsibility for the installation and maintenance of metering and control equipment owned by the Cooperative or its designee shall be set forth in the Service Agreement. The Cooperative shall read meters monthly, or cause meters to be read monthly. The Cooperative or its designee shall test and calibrate meters, or shall cause such meters to be tested and calibrated, by comparison with accurate standards at intervals of twelve (12) months. The Cooperative or its designee shall also make or cause to be made special meter tests at any time at the consumer's request. The costs of all tests shall be borne by the Cooperative; provided, however, that if any special meter test made at the consumer's request discloses that the meters are recording accurately, the consumer shall reimburse the Cooperative for the cost of such test. Meters registering not more than two percent (2%) above or below normal shall be deemed to be accurate. The readings of any meter which shall have been disclosed by test to be inaccurate shall be corrected for the thirty (30) days previous to such test in accordance with the percentage of inaccuracy found by such test. If any meter shall fail to register for any period, the Cooperative and the consumer shall agree as to the amount of power and energy furnished during such period, and the Cooperative shall render a bill therefore.

(Continued on Sheet No. 10.38)



(Continued from Sheet No. 10.37)

Term of Service:

Service under this rate schedule shall be for a minimum initial term of three (3) years from the commencement of service and shall continue thereafter until terminated by either the consumer or the Cooperative by written notice sixty (60) days prior to termination. Members taking service under this interruptible Rate Schedule INT-3 who desire to transfer to a non-interruptible rate schedule upon satisfaction of the initial three (3) year term of service will be required to give the Cooperative written notice at least twenty-four (24) months prior to such transfer. Such notice shall be irrevocable unless the Cooperative, the consumer, and Seminole shall mutually agree to the revocation.

Upon the consumer's request, the Cooperative may permit the consumer to discontinue receiving service hereunder and transfer to another applicable rate schedule without full notice upon satisfaction of the initial three (3) year term of service and upon a determination by Seminole that there is sufficient capacity to provide firm service to the consumer. Any consumer allowed to cease taking interruptible service hereunder without giving full notice shall pay a charge amounting to the value of the credits given for the period of time immediately prior to the transfer that is equal to the period that the transfer will be less than the required notice period.

Once a consumer's load has transferred to a non-interruptible rate schedule, twenty-four (24) months' notice is required to transfer such load back to interruptible service hereunder, and if such load thereafter transfers again to a non-interruptible rate schedule, the load will no longer be eligible for service hereunder.

Implementing Interruptions:

1. Interruptible service under this rate schedule is not subject to interruption during any time period for economic reasons. Interruptible service under this rate schedule is subject to interruption as provided in Item 2 in the Special Provisions of this Rate Schedule INT-3, and during any time period that electric power and energy delivered hereunder from Seminole's available generating and firm purchased capacity resources are inadequate to (a) maintain service to the Seminole's firm power Members and firm power sales commitments or (b) supply emergency interchange service to another utility to meet its firm load obligations. Seminole will not make new off-system purchases during such periods to maintain service to interruptible loads except under the conditions set forth in Item 4 in the Special Provisions of this interruptible Rate Schedule INT-3.
2. The Cooperative shall assume responsibility for the control of interruptions at a particular interruptible service location, or assign such responsibility to Seminole. The party responsible for implementing interruption of the service shall be designated in the Service Agreement. If the Cooperative has not delegated control responsibility to the Seminole, the Cooperative shall be responsible for interrupting service at the interruptible service location upon Seminole's request to implement interruptions in accordance with the provisions of the wholesale interruptible service provided to the Cooperative from Seminole under its wholesale Rate Schedule INT-3a. Seminole will endeavor to provide the Cooperative or the consumer advance notice of an anticipated need to request interruption. Irrespective of any notice given, the consumer must implement interruption within 30 minutes of Seminole's request. In the event the Cooperative has not delegated control responsibility to Seminole and the consumer's load is not interrupted upon request for any reason during the billing period (i.e., calendar month), the consumer will be billed an additional charge related to all billing periods for that location from the most recent prior billing period of requested interruption through the current billing period, not to exceed a total of twelve billing periods. Such additional charge shall be equal to the charges billed to the Cooperative by Seminole as a result of the consumer's failure to interrupt service as required herein.

(Continued on Sheet No. 10.39)

(Continued from Sheet No. 10.38)

Special Provisions:

1. Whenever the consumer increases his electrical load, which increase requires the Cooperative or Seminole to increase facilities installed for the specific use of the consumer, the installed cost of such additional equipment will be included in the Facilities Investment defined herein, and a new contract may be required at the option of the Cooperative.
2. Service under this rate schedule shall commence following the date the required equipment (e.g., metering, remote terminal units, and control equipment) is installed. Before commencement of service under this rate schedule, the Cooperative or its designee shall exercise an interruption for purposes of testing the consumer's ability to interrupt the interruptible consumer's load within thirty (30) minutes of such notification, or for testing the Cooperative's or its designee's equipment. The Cooperative or its designee shall also have the right to exercise at least one additional interruption each calendar year irrespective of capacity availability or operating conditions. The Cooperative or its designee will give the consumer notice of the test.
3. The Cooperative will furnish service under this rate schedule at a single voltage. Any equipment to supply additional voltages or any additional facilities for the use of the consumer shall be furnished and maintained by the consumer. At its option, the Cooperative may furnish, install and maintain such additional equipment upon request of the consumer, in which event the installed cost of such additional equipment will be included in the Facilities Investment defined herein.
4. At the consumer's option, as specified in the Agreement, Seminole will attempt to minimize interruptions hereunder by purchasing power and energy from other sources during periods of normal interruption. The Cooperative or its designee will also attempt to notify any consumer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. When Seminole is successful in making such purchases, the consumer will be required to pay an additional charge, in lieu of the otherwise applicable charges provided hereunder, based on the consumer's proportionate share of the higher cost of such purchased power, plus 4.0 mills per kilowatt-hour. The cost of such purchased energy shall be based on the highest incremental energy cost incurred by Seminole for the hour in which purchases are made to avoid interruption. Notwithstanding the above, the consumer's load must be interrupted during any period of time in which Seminole is purchasing emergency interchange service from another utility.
5. Service under this rate interruptible Rate Schedule INT-3 is not available if all or a part of the consumer's load is designated by the appropriate government agency for use at a public shelter during periods of emergency or natural disaster.

## RESIDENTIAL SERVICE

## RATE SCHEDULE – R

Availability:	Throughout the entire territory served by Clay Electric Cooperative, Inc.		
Applicability:	For service for all domestic purposes in private residences through one meter and individually metered apartment units.		
Character of Service:	Shall be alternating current, single phase, 60 Hertz, 120/240 Volts, 3 wire. Three phase service may be provided where available at 60 hertz, 120/240 Volts, 4 wire.		
Limitations of Service:	1.	This rate schedule does not provide for standby service.	
	2.	This rate schedule does not permit resale of service.	
	3.	The capacity of individual single-phase motors served under this schedule may not exceed ten (10) horsepower, 120/240 Volts.	
	4.	Three phase service is limited to a minimum of five horsepower motor or larger	
	5.	Subject to the established rules and regulations of the Cooperative.	
Rate: (Monthly)	Access Charge: \$ 23.00		
	Energy Charge:	First 1000 kWh	\$ 0.0725 per kWh
		Over 1000 kWh	\$ 0.0913 per kWh
	Minimum Charge: \$23.00 per month or as specified in agreement for service.		
Terms of Payment:	Cash, within the time limit specified on the bill and at Cooperative designated locations.		
Billing Adjustments:	The Cooperative's power fuel cost adjustment and tax adjustment clauses which are contained on sheet numbers 14.0 and 15.0.		
Demand Charges:	Not Applicable		
Term of Service:	From billing period to billing period, until receipt of notice by the Cooperative from the consumer to disconnect, or upon disconnect by the Cooperative under Cooperative rules. Where special equipment to serve the consumer is required, the Cooperative may require a revenue guarantee agreement.		
Additional Clauses:	None		
Miscellaneous:	None		

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RESIDENTIAL OPTIONAL TIME-OF-USE SERVICE

RATE SCHEDULE – RT

Availability: Throughout the entire territory served by Clay Electric Cooperative, Inc.

Applicability: On an experimental basis, at the option of the Cooperative, to approximately 100 residential consumers otherwise eligible for service under Rate Schedule R who volunteer for service hereunder, subject to the execution of an agreement for service between the Cooperative and the consumer.

Character of Service: Shall be alternating current, single phase, 60 Hertz, 120/240 Volts, 3-wire. Three-phase service may be provided where available at 60 Hertz, 120/240 Volts, 4-wire.

- Limitations of Service:
1. This rate schedule does not provide for standby service.
  2. This rate schedule does not permit resale of service.
  3. The Capacity of individual single phase motors served under this schedule may not exceed ten (10) horsepower, 120/240 Volts.
  4. Three phase service is limited to a minimum of five horsepower motor or larger.
  5. Subject to the established rules and regulations of the Cooperative.

Rate: (Monthly)

Consumer Charge:		\$ 24.00
Energy Charge:	All On-Peak kWh	\$ 0.1765 per kWh
	All Off-Peak kWh	\$ 0.0515 per kWh

Minimum Charge: \$24.00 per month or as specified in agreement for service.

Rating Periods:

- On-Peak:
- November through March: All days during the hours from 6 a.m. to 10 a.m.
  - April through October: All days during the hours from 4 p.m. to 9 p.m.
- Off-Peak:
- All other hours.

Terms of Payments: Cash, within the time limit specified on the bill, and at Cooperative designated locations.

Billing Adjustments: The Cooperative's power cost adjustment and tax adjustment clauses which are contained on sheet numbers 14.0 and 15.0.

Demand Charges: Not applicable.

"Continued to Sheet No. 11.5"

"Continued from Sheet No. 11.4"

RESIDENTIAL OPTIONAL TIME-OF-USE SERVICE

RATE SCHEDULE – RT

Term of Service:

The term of service requirements under this optional rate schedule shall be the same as that required under the standard rate schedule which would otherwise be applicable; provided, however, consumers who elect to take service hereunder at a given location shall have the right during the initial term of service to transfer to the otherwise applicable standard rate schedule at any time. It is further provided, however, that any such consumer who subsequently re-elects to take service hereunder at the same location shall be required to remain on the optional rate at that location for a minimum term of twelve consecutive months.

Special Provisions:

1. All service rendered under this rate schedule shall be measured by metering equipment capable of determining energy use during specified hourly periods.
2. Application for service hereunder will be accepted by the Cooperative on a first-come, first-served basis. Required metering equipment will be installed accordingly, subject to availability.
3. Service under this rate schedule shall commence with the first full billing period following the date of meter installation.
4. Consumers at their option may elect to receive a lower monthly consumer charge by making a Contribution-in-Aid of Construction (CIAC) equal to the additional installed cost of a time of use meter. For consumers electing this option, the Consumer charge shall be \$ 18.00 per month.

Additional Clauses:

None

Miscellaneous:

None

## RESIDENTIAL COOPERATIVE SOLAR RIDER

## RATE SCHEDULE – RCS

Availability: Throughout the entire territory served by Clay Electric Cooperative, Inc.

Applicability: As a rider to Members served under Rate Schedule R who are eligible for and elect to participate in the Cooperative Solar Program (the "Program").

Members who have installed Renewable Generation Systems and Members billed under the Cooperative's Budget Billing service are not eligible to participate in the Program.

Rate: (Monthly)

Solar Block Charge: \$15.00 per Solar Block

All charges in Rate Schedule R, except that the energy-related charges will be applied to the Member's Net Energy.

A credit applied to the member's Excess Net Energy, if any, in accordance with the Cooperative's net metering agreement with Seminole Electric Cooperative (SECI).

## Definitions and Special Provisions:

1. A Solar Block is 0.5 kW ac, which is equivalent to approximately two solar panels.
2. A Solar Energy Block is the amount of kilowatt-hours generated and fed into the electric grid by the Member's Solar Block during the prior calendar month.
3. Net Energy is the positive difference between the kilowatt-hours supplied to the Member from the electric power grid during the current billing period and the kilowatt-hours generated by the Member's Solar Energy Block(s) during the prior calendar month.
4. Excess Net Energy is the positive difference between the energy generated and fed into the electric power grid by the Member's Solar Energy Block(s) during the prior calendar month and kilowatt-hours supplied to the Member from the electric power grid during the current billing period.
5. Members may apply for a subscription for up to two (2) Solar Energy Blocks on a first-come, first served basis. Once the total number of Solar Energy Blocks available under the Program has been subscribed, additional eligible Members requesting subscriptions hereunder will be placed on a waiting list and may thereafter apply for subscriptions Solar Energy Blocks on a first in first out method.
6. Members are not required to subscribe to the Cooperative Solar Program for any set specific time period and may discontinue participation in the Program at any time by notifying the Cooperative. Prior participating Members wanting to rejoin the Program will be placed on the aforementioned waiting list but will be ineligible to participate in the program for a period of one year.
7. If a Member discontinues receiving electric service at its current location and, prior to such disconnection, notifies the Cooperative of the Member's desire to continue to participate in the Program at a specified new service location, then that Member will remain in the Program, provided that the Member meets all the program's eligibility requirements at that new service location.
8. Subscriptions of Solar Energy Blocks in the Cooperative Solar program do not include any Renewable Energy Credits.
9. The Cooperative may, at its sole discretion, modify or discontinue this rider or any other aspect of the Cooperative Solar Program.

Terms of Payment: Cash, within the time limit specified on the bill and at Cooperative designated locations.

Billing Adjustments: The Cooperative's power fuel cost adjustment and tax adjustment clauses which are contained on sheet numbers 14.0 and 15.0.

FOR FUTURE USE



RESIDENTIAL SUBDIVISION ROADWAY LIGHTING

RATE SCHEDULE – RSL

Availability: This rate schedule is available throughout the entire territory served by Clay Electric Cooperative, Inc.

Applicability: This rate schedule is applicable to residential consumers in subdivision areas that the Cooperative is serving with subdivision roadway lighting systems as described in Cooperatives Standards for Electric Service.

Character of Service: The character of service shall be 4,000 lumens fixture mounted on a Cooperative pole.

Limitations of Service: This service includes lamp renewals, energy from approximately dusk each day until approximately dawn the following day, and repair and replacement of lighting facilities.

The Cooperative shall repair or replace the facilities during regular daytime working hours, Monday through Friday, as soon as practicable after verification and subject to the Cooperative's appropriate operating policies and procedures, the availability of replacement parts and other matters beyond the control of the Cooperative. The Cooperative reserves the right to interrupt service at any time for necessary repairs to lines or equipment whether directly or indirectly associated with the service provided hereunder.

The Cooperative will not be required to install outdoor lighting at any location where the service may be objectionable to others. If it is determined after installation that the light is objectionable, the Cooperative may terminate the service without obligation or liability.

Rate: (Monthly)		<u>Approximate Lamp size</u>		<u>Kwh/Mth Estimate</u>	
	Six (6) or more consumers per light	4000 lumens		3	\$1.40 per consumer
	Not less than three (3) Nor more than five (5) consumers per light	4000 lumens		6	\$2.80 per consumer

Terms of Payment: The terms of payment are cash, within the time limit specified on the bill, and at Cooperative designated locations. The monthly rate for this rate schedule shall be added to the consumer's regular power bill.

Billing Adjustment: The Cooperative's power cost adjustment and tax adjustment clauses which are contained on sheet numbers 14.0 and 15.0.

The Kwh/Mth. estimates shown above are based on LED fixtures. The Kwh billed shall be an estimated average Kwh per fixture based on the number of types of fixtures billed, respectively, for the Small Light and Large Light lamp sizes, until all fixtures are converted to LED fixtures.

Demand Charge: Not applicable

Term of Service: The term of service shall be from billing period to billing period, until receipt of notice by the Cooperative from the customer to disconnect service, or upon disconnect by the Cooperative under Cooperative rules.

Rules and Regulations: Service under this schedule is subject to the Cooperative's Standards for Electric Service, which are available on the Cooperative's website, [www.clayelectric.com](http://www.clayelectric.com), and subject to the Cooperative's Operating Policies and Procedures for this type of service. This rate schedule is subject to Section 768.1382, Florida Statutes.

LIGHTING

RATE SCHEDULE – L

Availability: This rate schedule is available throughout the entire territory served by Clay Electric Cooperative, Inc.

Character of Service: The character of service shall be either a small fixture with 5,000 lumens or a large fixture with 17,000 lumens mounted on a Cooperative pole.

Rate: (Monthly)	<u>Approximate Lamp Size</u>	<u>Kwh/Mth. Estimate</u>
	Small Light      5,000 Lumens	18      \$ 7.10 each
	Large Light      17,000 Lumens	54      \$10.35 each
	Pole	\$ 3.50 each

Terms of Payment: The terms of payment are cash, within the time limit specified on the bill, and at Cooperative-designated locations. The monthly rate for this rate schedule shall be added to the consumer's regular power bill.

Billing Adjustments: The Cooperative's power cost adjustment and tax adjustment clauses which are contained on sheet numbers 14.0 and 15.0.

The Kwh/Mth. estimates shown above are based on LED fixtures. The Kwh billed shall be an estimated average Kwh per fixture based on the number of types of fixtures billed, respectively, for the Small Light and Large Light lamp sizes, until all fixtures are converted to LED fixtures.

Terms of Service: The term of service for this rate schedule shall be as specified in the contract for service if a contract is required. However, a minimum of one (1) year will be required. In the event the Cooperative installs a pole for a monthly fee, the minimum term shall be three (3) years.

If a customer terminates service before the end of the initial term the Cooperative may require reimbursement for the total cost to provide this service, plus the cost of removal of the facilities installed less any salvage value.

Limitation of Service: This service includes lamp replacement, energy to operate light and repair and replacement of facilities.

The Cooperative shall repair or replace the facilities during regular daytime working hours, Monday through Friday, as soon as practicable after verification and subject to the Cooperative's appropriate operating policies and procedures, the availability of replacement parts and other matters beyond the control of the Cooperative. The Cooperative reserves the right to interrupt service at any time for necessary repairs to lines or equipment whether directly or indirectly associated with the service provided hereunder.

The Cooperative will not be required to install outdoor lighting at any location where the service may be objectionable to others. If it is determined after installation that the light is objectionable, the Cooperative may terminate the service without obligation or liability.

Special Provisions: Where the Cooperative agrees to provide a lighting installation other than the Cooperative's standard fixtures listed above the Customer will be required to pay CIAC for the additional cost of material and labor.

Rules and regulations: Service under this schedule is subject to the Cooperative's Standards for Electric Service, which are available on the Cooperative's website, [www.clayelectric.com](http://www.clayelectric.com), and subject to the Cooperative's Operating Policies and Procedures for this type of service. This rate schedule is subject to Section 768.1382, Florida Statutes.

FLOOD LIGHTING

RATE SCHEDULE – FL

Availability: This rate schedule is available throughout the entire territory served by Clay Electric Cooperative, Inc.

Character of Service: The character of service shall be either a 10,500 or 17,000 lumen flood light fixture mounted on a Cooperative pole.

Rate: (Monthly)	<u>Approximate Lamp size</u>		<u>Kwh/Mth. Estimate</u>	
	Small flood light	10,500 Lumens	30	\$12.35 each
	Large flood light	17,000 Lumens	53	\$16.35 each
	Pole			\$ 3.50 each

Terms of Payment: The terms of payment are cash, within the time limit specified on the bill, and at Cooperative designated locations. The monthly rate for this rate schedule shall be added to the consumer's regular power bill.

Billing adjustments: The Cooperative's power cost adjustment and tax adjustment clauses which are contained on sheet numbers 14.0 and 15.0.

The Kwh/Mth. estimates shown above are based on LED fixtures. The Kwh billed shall be an estimated average Kwh per fixture based on the number of types of fixtures billed, respectively, for the Small Light and Large Light lamp sizes, until all fixtures are converted to LED fixtures.

Terms of Service: The term of service for this rate schedule shall be as specified in the contract for service if a contract is required. However, a minimum of one (1) year will be required. In the event the Cooperative installs a pole for a monthly fee, the minimum term shall be three (3) years.

If a customer terminates service before the end of the initial term the Cooperative may require reimbursement for the total cost to provide this service, plus the cost of removal of the facilities installed less any salvage value.

Limitation of Service: This service includes lamp replacement, energy to operate light and repair and replacement of facilities.

The Cooperative shall repair or replace the facilities during regular daytime working hours, Monday through Friday, as soon as practicable after verification and subject to the Cooperative's appropriate operating policies and procedures, the availability of replacement parts and other matters beyond the control of the Cooperative. The Cooperative reserves the right to interrupt service at any time for necessary repairs to lines or equipment whether directly or indirectly associated with the service provided hereunder.

The Cooperative will not be required to install outdoor lighting at any location where the service may be objectionable to others. If it is determined after installation that the light is objectionable, the Cooperative may terminate the service without obligation or liability.

Rules and regulations: Service under this schedule is subject to the Cooperative's Standards for Electric Service, which are available on the Cooperative's website, [www.clayelectric.com](http://www.clayelectric.com), and subject to the Cooperative's Operating Policies and Procedures for this type of service. This rate schedule is subject to Section 768.1382, Florida Statutes.

POWER COST ADJUSTMENT CLAUSE

Applicable: This clause is applicable to the monthly rate of each filed rate schedule as indicated with reference to billing adjustments.

Calculation: Each kilowatt hour of energy sold by the Cooperative shall be increased or decreased per kilowatt-hour by an amount equal to:

$$PCA = \frac{C + L + E}{S} - B$$

Where:

- PCA = Power Cost Adjustment Factor expressed in \$.0000 per kWh.
- C = The total power cost from all suppliers computed for the projected twelve-month period.
- L = The total estimated energy conservation rebates to be paid to participating consumers for the projected twelve month period.
- E = The accumulated dollar amount of the difference between actual and recovered cost in the preceding twelve-month period.
- S = The total estimated energy sales for the projected twelve-month period.
- B = Base amount of power cost recovered in the Cooperative's electric retail rate schedules equal to \$.060 per kilowatt-hour sold.

The cost of power and kilowatt-hours used in the above formula may exclude such quantities applicable to certain consumers billed under rate schedules not subject to the PCA.

The PCA will be computed according to the above formula for a twelve month period beginning January of each calendar year. This factor shall remain constant and be billed each month of that calendar year, subject to the following provisions.

Each month of the twelve-month period, the Cooperative shall recompute the total power cost, energy conservation rebates, and total estimated energy sales, based on actual data for historical months and revisions to projected data, as deemed appropriate by the Cooperative for the remaining months of the twelve-month period, to reflect current costs and other relevant factors. Should such recomputations indicate that continued use of the PCA then in effect for the remainder of the twelve-month period would result in a substantial under or over recover of the applicable cost, the Cooperative may modify the existing PCA to recover such applicable cost more accurately.

At the end of the twelve-month period, the accumulated dollar amount of applicable cost, under or over recovered for that twelve-month period shall be determined and an adjustment to the actual PCA revenue booked for the twelfth month shall be made to reconcile the cost account and incorporated into the computation of the PCA for the following twelve-month period. However, the Cooperative may at its sole discretion absorb a portion of the power cost to be recovered herein, provided that after doing so the Cooperative will remain a sound financial position.

Additional Clauses: None

Miscellaneous: None

TAX ADJUSTMENT CLAUSE

Applicable: This clause is applicable to the monthly rate of each filed rate schedule as indicated with reference to billing adjustments.

Calculation: The amount calculated at the applicable rate schedule is subject to decrease or increase of the applicable proportionate part of any taxes and assessments imposed by any governmental authority below or in excess of those in effect on January 1, 1937, which are assessed on the basis of meters or customers or the price of or revenues from electric energy or service sold or the volume of energy generated or purchased for sale or sold.

POWER FACTOR CLAUSE

Applicable: This clause is applicable to the monthly rate of each filed rate schedule as indicated with reference to billing adjustments.

Calculation: The customer's utilization equipment shall not result in a power factor at the point of delivery of less than 95% lagging or not more than 99% leading at the time of maximum demand during the months of June through August. The consumer's power factor should not exceed unity during any other months of the year. Should this power factor not be maintained the Cooperative will notify the consumer and the consumer shall have a reasonable time to correct the power factor, such time not to exceed 90 days following said notice. If the consumer fails to take appropriate action to correct and maintain its power factor within the parameters stated herein, the Cooperative will take any necessary action to correct this power factor so as to operate its system in an efficient and economical manner. The costs for such corrective action will be borne solely by the consumer.

STANDARD FORMS AND BLANK BILL FORMS

CONSUMER'S APPLICATION FOR MEMBERSHIP AND FOR ELECTRIC SERVICE

Clay Electric Cooperative, Inc.  
Application for Membership and Electric Service

Member #	Date:	Customer #	
Property#	County:	Rate:	
	Home Phone #	Membership	_____
	Business Phone:	Deposit	_____
	Ext.	New Connect Fee:	_____
(Customer Name)		Temp Service Fee:	_____
(Customer Address)		Total Amount Due:	_____
		Amount Paid:	_____
		Amount Owed:	_____

Paid By:

\*\*\*\*\*

Served by the (Name of CEC Servicing District & Telephone Number)

\*\*\*\*\*

- I/we certify that the electric service provided by Clay Electric is for the following purpose: \_\_\_\_\_.
- The applicant(s) hereby apply for membership in Clay Electric Cooperative, Inc., and agree to comply with and be bound by the provisions of the charter and bylaws of said Cooperative and such rules and regulations as may be adopted by the Cooperative.
- Memberships and deposits are not transferable by the member (s)/applicant (s) and constitute security for the amounts due the Cooperative. The Cooperative may transfer membership fees and deposits to other accounts maintained by member (s) / applicant (s) in accordance with the Cooperative's policies. Service fees are not refundable.
- The applicant (s) understand that the Cooperative has the right to place and access metering devices to record energy use and properly maintain electric service.
- The applicant (s) understand that one dollar will be deducted from Capital Credits each year to pay for the annual subscription to the Kilowatt, the Cooperative's quarterly publication.
- The applicant (s) agree that failure to negotiate a check made payable to the applicant (s) for a Capital Credits retirement or for any other payment due from Clay Electric Cooperative, and if such failure continues for a period of three years then in accordance with the Cooperative's bylaws, rules and regulations, the applicant (s) shall have agreed to release and assign such check or payment to the Cooperative or its designee.
- The applicant (s), in consideration of one dollar and other valuable considerations to them in hand paid, receipt whereof is acknowledged, do hereby grant and convey unto Clay Electric Cooperative, Inc., whose post office address is Keystone Heights, Florida, and its successors and assigns, a perpetual easement across and the right to enter upon the land of the undersigned, situated in County of \_\_\_\_\_, State of Florida, and more particularly described as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ and to place, replace, construct, operate, repair and maintain an electric distribution line, and to cut trees and shrubbery within \_\_\_\_\_ on each side of said distribution line and to enter the land of the undersigned at any reasonable time for the purpose of reading electric meters. If gates are locked or combination locks are installed, it is the responsibility of the applicant (s) to allow the Cooperative access.
- The applicant (s) understand Clay Electric has the right of offset for expenses incurred for the collection of delinquent debts to the Cooperative by the member.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Witness: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_ Witness: \_\_\_\_\_

Please Verify your Name, Address and Phone Number

FOR FUTURE USE



**STANDARD FORMS AND BLANK BILL FORMS**

**CONSUMER'S BILL FORM**

**(SAME FOR ALL RATE SCHEDULES)**



**Clay Electric Cooperative, Inc.**  
Gainesville District  
11530 NW 39th Avenue  
Gainesville FL 32606-4905  
352-372-8543

Statement Date: 10/13/2011

Web Address: clayelectric.com  
E-Mail: service@clayelectric.com

Automated Outage Reporting Line: (888) 434-9844

Customer	Name	Service Address	Meter No	Multiplier				
123456	JOHN DOE	123 SHADY LN	64236066	1				
Rate - R	From	To	Approx Next Read Date	Previous	Present	KWH	Days	Daily KWH
Residential	09/13/2011	10/11/2011	11/10/2011	95030	95691 Oct 2010	661 929	29	23

Previous Statement Balance 0.00

Previous Balance \$0.00

Current Charges Billed 10/13/2011

Small Outdoor Light 7.96  
Energy 49.44  
Customer Charge 14.00  
Power Cost Adjustment .0240 X 661 KWH 15.86  
FLA Gross Receipts Tax 2.24  
Florida State Sales Tax 0.57

Current Charges Due on 10/31/2011 \$90.07

Total Amount Due \$90.07

Government Taxes/Fees are not imposed by Clay Electric \$2.81

A late charge of \$5.00 or 5 percent of the delinquent amount (whichever is greater) will be added to your account, if payment in full is not received within 24 days of billing.

When Paying in Person: Bring entire bill with you.  
When Paying By Mail: Return this portion with your payment.

**Clay Electric Cooperative, Inc.**  
P.O. Box 308  
Keystone Heights, Florida 32656-0308

Mailing Address Correction: \_\_\_\_\_

911 Emergency Address: \_\_\_\_\_

Customer Number	123456	I included an additional amount as a donation to Project Share to help those in need.
Phone Number	(999) 999-9999	
Phone Contact	\$	
Return this coupon with your payment	Payment Amount	Write Customer Number on check and make payable to: Clay Electric Cooperative, Inc.



99999-26C\*\*\*  
JOHN DOE  
123 SHADY LN  
MELROSE, FL 32666

Previous Balance \$0.00  
Current Charges \$90.07  
Due Date 10/31/2011  
Total Amount Due \$90.07

07439342 0000090077

CONTRACTS AND AGREEMENTS

INDEX

PARTY

EXPIRATION DATE

**INTERCONNECTION AGREEMENT FOR CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS**

**FORM IGRG -1**

This Interconnection Agreement for Customer-Owned Renewable Generation Systems ("Interconnection Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between Clay Electric Cooperative, Inc. ("Cooperative") and \_\_\_\_\_ ("the Customer") located at \_\_\_\_\_, Florida, referred to herein individually as a "Party" and collectively as the "Parties."

**RECITALS**

**Whereas**, a Renewable Generation System ("RGS") is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than 100 kilowatts (kW) alternating current (AC) power output and is primarily intended to offset part or all of a Customer's current electricity requirements.

**Whereas**, the Customer has requested to interconnect its Renewable Generation System \_\_\_\_\_ of \_\_\_\_\_ kW to the Cooperative's electrical service grid at the Customer's presently metered location; and

**Whereas**, the Cooperative and Seminole Electric Cooperative, Inc. ("Seminole") have entered into that certain Wholesale Power Contract ("WPC"), effective as of July 30, 1975, which, as amended, has a term through December 31, 2045, and which provides, among other things, that the Cooperative may allow net metering for renewable energy resources which are located on a customer's premises; and

**Whereas**, the Cooperative and Seminole have entered into that certain Net Metering Agreement dated \_\_\_\_\_, which provides the standard interconnection requirements for a customer's RGS installation.

**Whereas**, the Customer acknowledges the complexity and integrated nature of the Cooperative's electric system, to which the Customer desires interconnection and with which Customer desires parallel operation, and

**Whereas**, the Customer acknowledges the important safety issues and financial consequences on the Cooperative's electric system that could result from any deviation by the Customer from the requirements of this Agreement.

**Now, Therefore**, in consideration of the mutual covenants and agreements herein set forth, the Parties do hereby agree as follows:

- 1) The Customer agrees to provide the Cooperative with written certification that the RGS installation has been inspected by the local code official who has certified that the installation was permitted and has been approved and has met all electrical and mechanical requirements. Such certification shall be delivered to Cooperative prior to the operation of the RGS.
- 2) The Customer shall, prior to operation of the RGS, provide equipment specifications to the Cooperative identifying and certifying in writing that the RGS, inverters and associated equipment design, and installation and operation adhere to IEEE-1547 Standards, UL-1741 Standards, the National Electric Code, and, if applicable, has been approved by the Florida Solar Energy Center (FSEC Std 203-05).
- 3) The Customer is responsible for the inspection, maintenance, and testing in accordance with the manufacturer's instructions and applicable codes, standards, and regulations to insure that the RGS and associated equipment are operated correctly and safely.

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- 4) The Customer agrees to permit the Cooperative and/or Seminole, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with various sections of this Interconnection Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. The Cooperative shall provide the Customer with as much notice as reasonably practicable, either in writing, e-mail, facsimile or by phone, as to when the Cooperative may conduct inspection or document review, and the Customer shall provide the Cooperative with as much notice as reasonably practicable regarding the testing of the RSG equipment and protective apparatus. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide the Cooperative access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement. The Customer shall notify the Cooperative at least ten (10) days prior to the in-service date of the RGS to provide sufficient notice for the Cooperative to be able to be present, if it so chooses, when the RGS is placed in service. Seminole shall have the same rights and duties of inspection as the Cooperative; however, nothing herein obligates the Cooperative or Seminole to inspect, and the failure of the Cooperative and/or Seminole to inspect or, upon inspection, to detect a problem or deficiency shall not transfer responsibility to Cooperative or Seminole nor relieve Customer of its duties hereunder.
- 5) The Customer is responsible for protecting the RGS, inverters, protection devices, and other system components from the normal and abnormal conditions and operation that occur on the Cooperative's electrical system in delivering and restoring system power. The Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the utility upon a loss of utility power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally-recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).
- 6) The Customer shall not energize the Cooperative's system when the Cooperative's system is de-energized. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and the Cooperative's systems.
- 7) For an RGS with a capability of ten (10) kW or less, the Customer shall provide and maintain not less than (\$100,000) dollars of Personal Injury and Property Damage Liability Insurance, and for an RGS with a capability of greater than ten (10) kW, the Customer shall provide and maintain not less than one million dollars (\$1,000,000) of Personal Injury and Property Damage Liability Insurance. Proof of said insurance shall be provided by the Customer and attached to this Interconnection Agreement, and all policy renewals shall be provided to the Cooperative.
- 8.) The Customer shall, at the Customer's expense, install and maintain a manual disconnect switch to provide a separation point between the AC power output of the RGS and any Customer facilities connected to the Cooperative's electrical system. The manual disconnect switch shall be mounted separately from the meter socket and shall be readily accessible at all times to the Cooperative and shall be capable of being locked in the open position by the Cooperative. The Cooperative may open and lock the switch, isolating the RGS from the Cooperative's electrical service grid without prior notice to the Customer. To the extent practical, the Cooperative will attempt to notify the Customer of its intent to disconnect the RGS from the Cooperative's electrical service grid, but shall have no liability for failure to do so.

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“Continued from page 21.01”

- 9) "Gross power rating" ("GPR") means the manufacturer's AC nameplate generating capacity of the RGS that will be interconnected to and operate in parallel with the Cooperative's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by .85 in order to account for losses during the conversion from DC to AC. It is the Customer's responsibility to notify the Cooperative of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least thirty (30) days prior to making the modifications. If such modifications are approved by the Cooperative, an amendment to this Interconnection Agreement shall be executed by the Parties and the Customer recognizes and agrees that an increase in GPR in excess of ten (10) kW may impose additional requirements on the Customer.
- 10) The RGS must have a GPR that does not exceed ninety percent (90%) of the Customer's utility distribution service rating at the Customer's location. If the GPR does exceed that ninety percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades for that distribution service to accommodate the GPR capacity and to ensure the ninety percent (90%) threshold is not breached.
- 11) The Cooperative will furnish, install, own and maintain metering equipment to measure kilowatt-hours (kWh) of energy and, if applicable, the kW of demand and time of use of said energy and demand. The Customer's service associated with the RGS will be metered at a single metering point, and the metering equipment shall be capable of measuring the net energy delivered by the Cooperative to the Customer and the net energy delivered by the Customer to the Cooperative on a monthly basis. The Customer agrees to provide safe and reasonable access to the premises for installation of this equipment and its future maintenance or removal.
- 12) Once the Cooperative has received the Customer's written documentation that the requirements of this Interconnection Agreement have been met and the correct operation of the manual switch has been demonstrated to Cooperative, the Cooperative will, within ten (10) business days, send written notice that parallel operation of the RGS may commence.
- 13) The Customer shall indemnify, hold harmless and defend the Cooperative and Seminole from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property in any way directly or indirectly connected with, or growing out of operation of the RGS, except in those cases where loss occurs due to the grossly negligent actions of the Cooperative.
- 14) The Cooperative may charge a reasonable non-refundable processing fee for interconnection of an RGS.
- 15) The Cooperative has the right, at the Customer's expense, to disconnect the RGS at any time. This may result from but is not limited to :
  - a. Cooperative and/or Seminole's system maintenance, operation and emergency operations;
  - b. Hazardous conditions existing on the Cooperative's and/or transmission provider's system due to the operation of the RGS generating or protective equipment as determined by the Cooperative or Seminole;
  - c. Adverse electrical effects on the electrical equipment of the Cooperative's other electric customers as determined by the Cooperative;
  - d. Failure by the Customer to adhere to the terms of this Interconnection Agreement ; and,
  - e. Failure by Customer to pay sums due to the Cooperative for electric service or any other reason.

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- 16) On the termination of this Interconnection Agreement, the Cooperative, at the Customer's expense, shall open and padlock the manual disconnect switch and remove any additional Cooperative equipment associated with the provision of net metering service. At the Customer's expense, the Customer agrees to permanently isolate the RGS and associated equipment from the Cooperative's electric service grid. The Customer shall notify the Cooperative within ten (10) working days that the disconnect procedure has been completed.
- 17) The Parties agree that the sole and proper jurisdiction and venue for any legal action brought to enforce this Interconnection Agreement or to address the rights and obligations of this Interconnection Agreement shall be the State Court of the proper jurisdiction located within the State of Florida.
- 18) In the event of any dispute hereunder for any action to interpret or enforce this Interconnection Agreement, the prevailing Party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.
- 19) Any written notice required or appropriate hereunder shall be deemed properly made, given to, or served on the Party to which it is directed, when sent by United States certified mail, Return Receipt Requested, addressed as follows:

If to Customer:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If to Cooperative:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Notice of any change in any of the above addresses shall be deemed in the manner specified in this section.

- 20) Other Special Provisions (*e.g. collection of monthly administrative fees, interconnection/upgrade costs*):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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“Continued from page 21.03”

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21) This Interconnection Agreement, when duly executed, constitutes the entire agreement between the Parties with respect to matters herein contained.

**In Witness Whereof**, the Parties hereto have caused this Interconnection Agreement to be duly executed in triplicate the day and year first above written.

\_\_\_\_\_  
Customer: Print Name or Organization (Member) Electric Cooperative, Inc.

By: \_\_\_\_\_ By: \_\_\_\_\_  
Signature: Authorized Representative Signature

\_\_\_\_\_  
(Print Name and Title) (Print Name and Title)