



Clay Electric Cooperative, Inc.

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November 21, 2013

COMMISSION  
CLERK

Ann Cole, Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0870

Dear Ms. Cole:

Enclosed are four (4) copies of revised tariff sheets for rate tariffs INT, INT-T, INT-C, and SS. Also included are two (2) copies of the revised sheets in legislative format.

These revised tariffs were prepared by Clay Electric Cooperative, Inc. and GDS Associates. They were approved by Clay's Board of Directors at their November 21, 2013 monthly board meeting.

The Interruptible tariffs were initially part of Clay's rate filing in July, 2013. They were pulled due to unexpected wholesale rate changes. The interruptible rate changes are due to changes in wholesale rates and are not the result of retail rate increases. These rates impact only two customers and will result in a slightly lower cost due to lower wholesale costs.

The SS (Standby Service) tariff is being revised to simplify the billing rate when actual energy is used. There is no intention to increase this tariff. The base energy change was increased to allow Clay to use their standard power cost adjustment instead of calculating a separate power cost adjustment each time this rate changes. The billing rates used would be consistent with our LGSDD/LM tariff. This only impacts one (1) customer. This customer has had this tariff for about 30 years and has only used backup energy twice over that time. This change will not impact their costs.

Clay desires to have these rates effective January 1, 2014. We would appreciate the Commission Staff performing its review as expeditiously as practicable. During the review process should the staff have any questions, please do not hesitate to contact me, Herman Dyal, at Clay Electric Cooperative, ([hdyal@clayelectric.com](mailto:hdyal@clayelectric.com); 352-473-8000, ext. 8220) or contact Steve Shurbutt, Executive Vice President at GDS Associates, Inc. ([Steve.Shurbutt@gdsassociates.com](mailto:Steve.Shurbutt@gdsassociates.com); 770-799-2439).

Ms. Cole  
November 21, 2013  
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We appreciate approval of these revised tariff sheets as we believe the changes are in the best interest of the Cooperative and its members.

Sincerely,



Herman Dyal  
Director of Engineering  
(352) 473-8000, ext. 8220

HD/ra  
Enclosures

Cc: Steve Shurbutt, GDS Associates, Inc.

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	\$ 290.00
Primary Metering Voltage	\$ 430.00
Transmission Metering Voltage	\$ 1,030.00

Facilities Charge: 1.75% times the Facilities Investment

Demand Charge: \$ 10.25 per kW of Billing Demand

Interruptible Demand Credit: \$ 9.79 per kW of Load Factor Adjusted Demand

Energy Charge \$ 0.0388 per kWh

"Continued To Sheet No. 10.21"

COM \_\_\_\_\_  
 AFD 2  
 APA \_\_\_\_\_  
 ECO \_\_\_\_\_  
 ENG \_\_\_\_\_  
 GCL 1  
 IDM \_\_\_\_\_  
 TEL \_\_\_\_\_  
 CLK \_\_\_\_\_

\*only 3 copies provided.

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(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:	\$ 0.36 per kW of Billing Demand
For Transmission Delivery Voltage:	\$ 1.35 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.

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"

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	\$ 290.00
Primary Metering voltage	\$ 430.00
Transmission Metering voltage	\$ 1,030.00
Facilities Charge:	1.75% times the Facilities Investment
Demand Charge:	
Base Demand Charge	\$ 4.75 per kW of Base Demand
On-Peak Demand Charge	\$ 5.70 per kW of On-Peak Demand
Interruptible Demand Credit:	\$9.79 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. 10.28)

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:	\$ 0.36 per kW of Billing Demand
For Transmission Delivery voltage:	\$ 1.35 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.

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"

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"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"

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	\$ 290.00
Primary Metering Voltage	\$ 430.00
Transmission Metering Voltage	\$ 1,030.00

Facilities Charge: 1.75% times the Facilities Investment

Demand Charge: \$ ~~5.80~~ 10.25 per kW of Billing Demand

Interruptible Demand Credit: \$ ~~3.34~~ 9.79 per kW of Load Factor Adjusted Demand

Energy Charge \$0.0388 per kWh

"Continued To Sheet No. 10.21"

CORN \_\_\_\_\_  
 AFD 1 \_\_\_\_\_  
 APA \_\_\_\_\_  
 FCO \_\_\_\_\_  
 ENG \_\_\_\_\_  
 GCL \_\_\_\_\_  
 IDM \_\_\_\_\_  
 TEL \_\_\_\_\_  
 CLK \_\_\_\_\_

\* only 1 copy provided.

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(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:	\$ 0.32	<del>.36</del>	per kW of Billing Demand
For Transmission Delivery Voltage:	\$1.49	<del>1.35</del>	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.

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"

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	\$ 290.00
Primary Metering voltage	\$ 430.00
Transmission Metering voltage	\$ 1,030.00
Facilities Charge:	1.75% times the Facilities Investment
Demand Charge:	
Base Demand Charge	\$ <del>0.95</del> <u>4.75</u> per kW of Base Demand
On-Peak Demand Charge	\$ <del>5.00</del> <u>5.70</u> per kW of On-Peak Demand
Interruptible Demand Credit:	\$ <del>3.34</del> <u>9.79</u> 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. 10.28)

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:	\$ <del>0.32</del> <u>0.36</u> per kW of Billing Demand
For Transmission Delivery voltage:	\$ <del>4.49</del> <u>1.35</u> 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.

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"

INTERRUPTIBLE SERVICE

RATE SCHEDULE—INT-C  
 (Closed to New Consumers as of 4/16/96)

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

Applicability: At the consumer's option where the consumer's contract 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-1.

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)

<u>Consumer Charge:</u>	
Secondary Metering Voltage	\$ 290.00
Primary Metering Voltage	\$ 430.00
Transmission Metering Voltage	\$ 1,030.00
<u>Facilities Charge:</u>	1.75% times the Facilities Investment
<u>Demand Charge:</u>	\$5.80 per kW of Billing Demand
<u>Interruptible Demand Credit:</u>	\$ 3.62 per kW of Billing Demand
<u>Energy Charge:</u>	\$0.0388 per kWh

"Continued to Sheet No. 10.35"

(Continued from Sheet No. 10.34)

INTERRUPTIBLE SERVICE

RATE SCHEDULE - INT-C

(Closed to New Consumers as of 4/16/96)

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.

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.

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: \$0.32 per kW of Billing Demand  
 For Transmission Delivery Voltage: \$1.19 per kW of Billing Demand

"Continued to Sheet No. 10.36"

(Continued from Sheet No. 10.35)

~~INTERRUPTIBLE SERVICE~~RATE SCHEDULE — INT-C  
(Closed to New Consumers as of 4/16/96)~~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.~~~~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. 10.37"~~

(Continued from Sheet No. 10.36)

INTERRUPTIBLE SERVICE

RATE SCHEDULE — INT-C

(Closed to New Consumers as of 4/16/96)

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 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.

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. 10.38"

(Continued from Sheet No. 10.37)

~~INTERRUPTIBLE SERVICE~~

~~RATE SCHEDULE — INT-C~~  
(Closed to New Consumers as of 4/16/96)

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 designees 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 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.~~

"Continued to Sheet No. 10.39"

(Continued from Sheet No. 10.38)

INTERRUPTIBLE SERVICE

RATE SCHEDULE — INT-C

(Closed to New Consumers as of 4/16/96)

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 the 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 sixty (60) 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.~~

~~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.~~

"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. \$0.0345 ~~.0446~~ per kWh
3. ~~An amount per kWh equal to the total energy related charges billed to the Cooperative by Seminole Electric cooperative, Inc. less \$0.02901, divided by a loss factor of 0.93.~~

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"