

DISTRIBUTION CENTER

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February 1, 2010

Blanca S Bayo, Director Division of the Commission Clerk and Administrative Services Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0870



Dear Ms. Bayo:

Enclosed is the following revised rate schedule in quadruplicate for the Commission's approval:

INT	Revised Sheet 10.20
INT	Revised Sheet 10.22
INT	Revised Sheet 10.23
INT-T	Revised Sheet 10.26
INT-T	Revised Sheet 10.29
INT-T	Revised Sheet 10.30
INT-C	Revised Sheet 10.34
INT-C	Revised Sheet 10.35
INT-C	Revised Sheet 10.37

The Rate Schedules are in both administrative and final format.

These rate changes are a result of a recently approved base rate increase for Progress Energy. Seminole Electric Cooperative, Inc. uses Progress Energy's retail interruptible rates as part of their wholesale rate offering to Cooperatives for interruptible customers. This new rate will be passed through Seminole to Clay in the wholesale rate beginning with February usage. The rate changes impact three (3) interruptible customers, and will actually amount to an overall rate decrease of about 3% when compared to the interim rate these customers have been paying since July, 2009.

Clay Electric's Board of Directors at a regular Board meeting held January 21, 2010 approved this change. The revised schedule is planned to be effective February 10, 2010.

COM \_2010.

APA

ECR All fruerded to ECR.

GCL

RAD

SSC

A Touchstone Energy Cooperative

OPC

CLK

Department of Engineering
Post Office Box 308 Keystone Heights, Florida 32656-0308
FAX (352) 473-1407

DOCUMENT NUMBER - DATE

Should you have any questions about these changes, please do not hesitate to contact me.

Sincerely

Herman Dyal

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

HD/ra

# 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: Does not provide for standby service. 1.

Does not permit resale of service. 2.

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.

Subject to the established rules and regulations of the Cooperative and 4. subject to the execution of a written agreement for electric service between

the Cooperative and the consumer.

Rate: (Monthly)

Consumer Charge:

Secondary Metering Voltage \$ 265.00 290.00 Primary Metering Voltage \$ 395.00 430.00 Transmission Metering Voltage \$ 945.00 <u>1,030.00</u>

Facilities Charge: 1.75% times the Facilities Investment

Demand Charge: \$ 4.95 5.80 per kW of Billing Demand

Interruptible Demand Credit: \$ 3.20 3.31 per kW of Load Factor Adjusted Demand

**Energy Charge** \$0.0388 per kWh

"Continued To Sheet No. 10.21"

Effective: January 1, 2009 February 10, 2010

Effective: February 10,2010

### 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.

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 per kW of Billing Demand

Interruptible Demand Credit:

\$ 3.31 per kW of Load Factor Adjusted Demand

**Energy Charge** 

\$0.0388 per kWh

"Continued To Sheet No. 10.21"

(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:

\$0.27 0.32 per kW of Billing Demand

For Transmission Delivery Voltage:

\$0.63 1.19 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:

Metering Voltage
Distribution Primary
Transmission

Reduction Factor 1.0% 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"

Issued by: William C. Phillips Richard K. Davis, Manager Effective: March 1 2008 February 10, 2010

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

Metering Voltage	Reduction Factor
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"

Issued by: Richard K. Davis, Manager Effective: February 10, 2010

(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.

Effective with July 2009 usage on an interim basis an increase of 10.03% shall apply to the following base rate charges: 1) Consumer charge, 2) Demand charge, 3) Delivery Voltage Credit, 4) Metering Voltage Adjustment.

#### 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"

Issued by: Richard K Davis, Manager Effective: July 1, 2009 February 10, 2010

(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"

Issued by: Richard K Davis, Manager Effective: February 10, 2010

# 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.

Does not permit resale of service. 2.

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.

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:

4.

Secondary Metering voltage \$<del>265.00</del> 290.00 Primary Metering voltage \$395.00 430.00 Transmission Metering voltage \$945.00 1,030.00

Facilities Charge:

1.75% times the Facilities Investment

Demand Charge:

\$0.89 0.95 per kW of Base Demand Base Demand Charge \$4.64 5.00 per kW of On-Peak Demand On-Peak Demand Charge

Interruptible Demand Credit:

\$3.20 3.31per kW of Load Factor Adjusted Demand

**Energy Charge:** 

\$0.0460 per On-Peak kWh On-Peak Energy \$0.0342 per Off-Peak kWh Off-Peak Energy

"Continued to Sheet No. 10.27"

# 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.

 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 \$ 0.95 per kW of Base Demand
On-Peak Demand Charge \$ 5.00 per kW of On-Peak Demand

Interruptible Demand Credit:

\$3.31per kW of Load Factor Adjusted Demand

Effective: February 10, 2010

**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 Demand Charge in the above Rate provision shall be subject to the following credit:

For Distribution Primary Delivery Voltage: For Transmission Delivery voltage:

\$0.27 0.32 per kW of Billing Demand \$0.63 1.19 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:

Metering Voltage Distribution Primary Transmission

Reduction Factor 1.0% 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"

Issued by: William C. Phillips Richard K. Davis, Manager Effective: March 1, 2008 February 10, 2010

(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 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

# 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:

Metering Voltage
Distribution Primary
Transmission

Reduction Factor 1.0% 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"

Effective: February 10, 2010

(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.

Effective with July 2009 usage on an interim basis an increase of 10.03% shall apply to the following base rate charges: 1) Consumer charge, 2) Demand charge, 3) Delivery Voltage Credit, 4) Metering Voltage Adjustment.

#### 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. 10.29)

# 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"

Issued by: Richard K Davis, Manager Effective: February 10, 2010

#### 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.

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.

 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
 \$265.00 290.00

 Primary Metering Voltage
 \$395.00 430.00

 Transmission Metering Voltage
 \$945.00 1,030.00

Facilities Charge:

1.75% times the Facilities Investment

Demand Charge:

\$4.95 5.80 per kW of Billing Demand

Interruptible Demand Credit:

\$3.50 3.62 per kW of Billing Demand

**Energy Charge:** 

\$0.0388 per kWh

"Continued to Sheet No. 10.35"

#### 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:

Does not provide for standby service.

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.

 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 per kW of Billing Demand

Interruptible Demand Credit:

1.

\$ 3.62 per kW of Billing Demand

**Energy Charge:** 

\$0.0388 per kWh

"Continued to Sheet No. 10.35"

Issued by: Richard K. Davis, Manager Effective: February 10, 2010

(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:

Κ

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.

The total kilowatt-hours billed to the Cooperative by Seminole for service hereunder during the month for which the bill is rendered, excluding the kilowatthours 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: For Transmission Delivery Voltage:

\$0.27 <u>0.32</u> per kW of Billing Demand \$0.63-1.19 per kW of Billing Demand

"Continued to Sheet No. 10.36"

(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:

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

Where:

K

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.

The total kilowatt-hours billed to the Cooperative by Seminole for service hereunder during the month for which the bill is rendered, excluding the kilowatthours 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: For Transmission Delivery Voltage:

\$0.32 per kW of Billing Demand \$1.19 per kW of Billing Demand

"Continued to Sheet No. 10.36"

(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.

Effective with July 2009 usage on an interim basis an increase of 10.03% shall apply to the following base rate charges: 1) Consumer charge, 2) Demand charge, 3) Delivery Voltage Credit, 4) Metering Voltage Adjustment.

#### 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 ahll 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. 10.36)

# 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 ahll 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"

Issued by: Richard K. Davis, Manager Effective: February 10, 2010

#### 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.
- 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
Primary Metering Voltage

Transmission Metering Voltage

\$\frac{265.00}{395.00} \frac{290.00}{430.00}\$
\$\frac{945.00}{1.030.00}\$

Facilities Charge:

1.75% times the Facilities Investment

Demand Charge:

\$ 4.95 5.80 per kW of Billing Demand

Interruptible Demand Credit:

\$ 3.20 3.31 per kW of Load Factor Adjusted Demand

**Energy Charge** 

\$0.0388 per kWh

"Continued To Sheet No. 10.21"