TARIFF CHANGES

Date: **April 2, 2026**

Effective Date: **April 2, 2026**

Changes: **Changing Power Cost Adjustment (PCA)**

The Power Cost Adjustment factor has been raised for all rates from - ($0.0015000) to $0.012161

The Power Cost Adjustment factor, applied to all rates, is effective on and after May 1, 2026:

$0.012161 kWh

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1. INTRODUCTION

1.1 Filing

This Electric Service Tariff is supplemental to the Public Utilities Act of 1974 as amended and supplemental to Delaware House Bill 10, enacted March 31, 1999, "Delaware Code Relating to the Restructuring and Regulation of Public Utilities Supplying Electricity to Retail Customers," and comprises the Rules and Regulations of service and the service classifications under which electricity shall be delivered and supplied. The rules and regulations contained herein are not to be considered complete in every detail for furnishing electric service, but are intended only to be a general outline of the practices of the Cooperative. This Tariff may be revised, amended, supplemented or otherwise changed from time to time, in accordance with the rules and procedures of the Board of Directors.

1.2 Statement by Agents

No representative has authority to modify any rule or provision of these terms, or to bind the Cooperative to any promise or statement contrary thereto, unless the same shall be incorporated in a contract.

1.3 Rules & Regulations

The Rules & Regulations are a part of every contract for service and govern all classes of service unless otherwise specifically incorporated in a Service Classification.

1.4 No Prejudice of Rights

The failure by the Cooperative to enforce or the decision not to enforce any of the provisions of these terms shall not be deemed a waiver of its right to do so.

1.5 Copies

A hard copy of this Tariff is available upon request of any member-owner and is open to inspection in each office of the Cooperative. An electronic copy, in the Cooperative format, is available on the Cooperative website: www.delaware.coop.

1.6 Gratuities to employees

The Cooperative's employees are strictly forbidden to demand or accept any personal compensation or gifts, for services rendered as employees to the Members of the Cooperative.

1.7 Resolution of Disputes

When an applicant or Member has an issue to resolve with the Cooperative, they should first contact the Cooperative by providing their name, account number and the details of their concern. The Cooperative and the Applicant or Member shall use good faith and reasonable efforts to informally resolve the issue. The Cooperative will provide a response along with the basis for the decision by phone, letter, fax or email. If the problem has not been resolved to the satisfaction of the Member or if the Member believes the resolution is not consistent with the Cooperatives tariff the Member may file a formal complaint by submitting, in writing, to the President & CEO a letter detailing the alleged violations of the Cooperative tariff or law. The President & CEO (or his designee) will investigate the complaint. In response to this investigation a formal written response will be provided setting forth the reasons for the decision. If the Member is still unsatisfied with this response the Member has the right to have the complaint and the President & CEO's response reviewed by the Board of Directors by notifying the President & CEO in writing (letter, fax or email). The Board of Directors will review the complaint, the facts of the case and the response provided by the President & CEO and a final determination will be provided, in writing, by the Board of Directors.

When an Applicant or Member has an issue to resolve with an Electric Supplier, other than the Cooperative, the Applicant or Member should first contact that Electric Supplier to resolve the issue. If the Applicant or Member contacts the Cooperative, the Cooperative will make an effort to assist them toward possible solutions. The Cooperative is under no obligation to resolve disputes between an Applicant or Member and an Electric Supplier. If the Applicant or Member wishes to file a formal complaint to resolve a dispute involving an Electric Supplier, they must do so through the Division of the Public Advocate and the procedures set forth in 26 DE Admin. Code 3001.

Resolution of disputes between the Cooperative and an Electric Supplier are addressed under an Electric Supplier Agreement.

2. DEFINITIONS

Account

An account for a Member is one metered or unmetered rate or service classification which normally has one electric delivery point of service. Each Account shall have only one Electric Supplier providing the electric supply requirements for that one Account. Multiple Accounts under the same name are considered multiple Customers.

Annualized Billing Period

The meter reading and billing cycle encompassing any 12-month period.

Applicant

Any person, corporation or other entity that (i) desires to receive from the Cooperative, electricity or any other service provided for in this Tariff, (ii) complies completely with all Cooperative requirements for obtaining electric or any other service provided for in this Tariff, (iii) applied for and is awaiting Cooperative approval of its application for service, and (iv) has not yet begun receiving any service provided for in this Tariff. An Applicant shall become a Member for purposes of this Tariff only after actually receiving service(s) from the Cooperative under this Tariff.

Broker

A person or entity that acts as an agent or intermediary in the sale or purchase of, but that does not take title to, electricity for sale to retail electric members.

Commission

The Public Service Commission of Delaware

Cooperative

Delaware Electric Cooperative – or (“DEC”)

Customer

Any person, partnership, association, corporation, or other entity: (i) in whose name a service Account is listed, (ii) who occupies or is the ratepayer for a premise, building, structure, etc., and (iii) who is primarily responsible for payment of bills. A Customer includes anyone taking Delivery Service or combined Electric Supply & Delivery Service from the Cooperative under one service classification for one Account. Multiple Accounts under the same name are considered multiple Customers.

Service Charge

The service charge is included on each monthly bill, regardless of how many kilowatt-hours are used during a billing period. The fee recoups a portion of the fixed costs of installing, operating and maintaining distribution lines, right-of-way maintenance transformers,

substations and meters that make up the distribution grid connected to your location. Other costs include meter reading, billing, maintaining member records and additional administrative expenses.

Delivery Service

The provision of electric distribution and other services provided by the Cooperative to a Member who buys all of its Electric Supply Services (i.e., capacity, energy, fuel, transmission and ancillary) from an Electric Supplier, other than the Cooperative. Delivery Service Charges consist of the Service Charge, the Distribution Charge, and other charges as approved by the Board of Directors.

Delivery Service Customer

A Customer/Member who takes Delivery Service.

Demand

The rate of use of energy during a specified time interval, expressed in kilowatts.

Distribution Service Charge

A charge designed to recover the cost of those services related to the delivery of electricity to a Customer/Member by the Cooperative through the Cooperative's Distribution Facilities.

Distribution Facilities

Electric facilities owned by the Cooperative used to deliver electricity to the Customer/Members up through and including the point of physical connection with electric facilities owned by the Customer/Member.

Distributed Energy Resource (DERs)

Distributed Energy Resource (DERs) are small-scale, localized power generation and storage technologies, not exceeding 1 MW, situated near the point of consumption. Examples include solar PV, battery storage, standalone electric vehicles chargers (EVs), and small generators.

Electric Supplier

A person, corporation, broker, marketer or entity certified by the Commission that sells electricity, to an electric retail Customer/Member, utilizing the Transmission and/or Distribution Facilities of the Cooperative.

Electric Supply & Delivery Service

The provision of electric distribution and other services provided by the Cooperative to a Member who buys all of its electric supply services for a premise from the Cooperative. Electric Supply & Delivery Service includes Delivery Service, Transmission Service and Electric Supply Service and associated charges.

Electric Supply & Delivery Service Customer

A Member who takes combined Electric Supply & Delivery Service from DEC.

Electric Supply Service

The provision of electric energy and related services to Customer/Members by the Cooperative a broker and/or other electric supplier. The Electric Supply Service charge is designed to recover the cost of producing or procuring electricity for combined Electric Supply & Delivery Service Customers. The Electric Supply Service includes capacity, energy, transmission, ancillary services and fuel.

kW, Kilowatt

1,000 watts

kWh, kilowatt-hour

1,000 watts for one (1) hour, or 1,000 watt-hours

Marketer

A person, or entity that purchases and takes title to electricity for sales to retail electric customers.

Member

Any person, corporation, or other entity (i) in whose name a service account(s) is listed, (ii) who occupies or is the ratepayer for a premise, building, structure, etc., and (iii) who is primarily responsible for payment of bills and whose application for membership has been accepted by the Cooperative and is being delivered electric service by the Cooperative. A Member includes anyone taking Delivery Service or Combined Electric Supply & Delivery Service from the Cooperative under one service classification for one premises or site. Multiple premise or sites under the same name are considered one Member.

Power Cost Adjustment

See Section 16

Premise

A premise is one contiguous property or site which normally has one delivery point of service and one or more metered or unmetered service classes that when totaled equal the entire electricity used at that one premise or site. Each premise shall have only one electricity Supplier providing the electric supply requirements for that one premise. Multiple premise or sites under the same name are considered multiple Customers.

Renewable Resource Fund

A fund established by the Cooperative in compliance with 26 Del. C. §363 (d) of the State Renewable Energy Portfolio Standards. The funds collected through a charge on all kilowatt hours sold will be used in support of energy efficient technologies, renewable energy technologies and demand side management programs.

Residence

A dwelling unit suitable for year-round permanent human occupancy, permanently installed on a foundation and connected to working water and sewer systems and an active electrical supply.

Retail Competition

The right of a Customer to buy electric supply services from an Electric Supplier.

Transmission Facilities

Electric Facilities owned by the Cooperative that operate at 34,500 volts or greater and that are used to transmit and deliver electricity to Customers up through and including the point of physical connection with electric facilities owned by the Customer.

3. TYPE OF SERVICE

3.1 The Cooperative shall provide the most reliable service possible since it realizes this item is the chief reason for the existence of the business. It shall maintain adequate facilities and equipment for maintaining good service and its personnel shall be trained and of adequate number to furnish this type of service. There shall be a high degree of operational monitoring and preventive maintenance to maintain the system in the best operating condition. The Cooperative will succeed and fulfill its mission to its Members by furnishing uninterrupted service, insofar as possible.

3.2 In fairness to all Members, the Cooperative must charge for service on facilities which are beyond the Cooperative's point of attachment. These charges are as follows:

(a) Service Visits – (Member Troubles & Services)
Regular Hours $65.00

Regular Hours (8:00 a.m. to 4:00 p.m.
Monday through Friday, Holidays excepted)

(b) Service Visits – (Member Troubles & Services)
After Hours $90.00

After Hours (4:00 p.m. to 8:00 a.m.
Monday through Friday and all day
Saturday, Sunday and Holidays)

(c) Other services requested by the Member
will be billed on a time and material basis.

4. BECOMING A MEMBER

Any person, business firm, corporation or public body may become a Member of the Cooperative by:

4.1 Making application and payment of any related fees, and

4.2 Agreeing to purchase delivery of electric services from the Cooperative, and/or electric energy from the Cooperative or qualified supplier as hereinafter specified;

4.3 Agreeing to comply with and be bound by the Certificate of Incorporation of the Cooperative and the Bylaws and any amendments thereto and such Rules, Regulations and Tariffs of Service as may from time to time be adopted by the Board of Directors, and

4.4 Agreeing to waive any relevant statute of limitations as a defense to any claim made by the Cooperative, by way of setoff, for any amounts which become due, or which are claimed to have become due, to the Cooperative from that Member during his or her membership. Such waiver shall not be affected by subsequent termination of membership. If more than three (3) years have elapsed since termination of the membership, this waiver shall apply only to the prospective return of capital credits earned during the period of membership.

5. APPLICATION AND SECURING ELECTRIC DELIVERY AND SUPPLY SERVICE

5.1 Application

5.1.1 A membership application for electric delivery and/or supply service is required of all persons (or other legal entities). An application for membership may be taken by cooperative staff in person, by mail, telephone, facsimile, internet, or other acceptable electronic means. Upon delivery of Electric Distribution Service or Electric Distribution and Electric Supply Service, this application, constitutes the contract between the Member and the Cooperative and is subject to these terms and the conditions as well as the applicable tariff under which they may be served. Application for service can be made in person, by mail, telephone, facsimile, internet, or other acceptable electronic means. Service will be extended pending receipt of the membership fee and payment of the fees required with the first bill, provided the applicant does not have an outstanding past due bill with the Cooperative from a prior service. The latter must make written application in person and pay all applicable fees and past due accounts including a security deposit, before service will be extended. When service is extended before payment is received, failure to pay the required fees in full shall constitute a basis for disconnection with proper notice. In such cases, service will not be restored until the application and all fees are paid in full, including restoration of service fees and any deposits. Use of a name other than the applicant's legal name shall be treated as fraud and be subject to Section 13.1.5 Disconnection Without Prior Notice.

5.1.2 An application for service can either be for Delivery Service or for combined Electric Supply & Delivery Service. Delivery Service is the provision of electric distribution and related services provided by the Cooperative to a Member who exercises its right and purchases all of its electric supply services for a premise from an Electric Supplier, other than the Cooperative. Combined Electric Supply & Delivery Service is the provision of electric distribution and related services provided by the Cooperative to a Member who purchases all of its electric supply services for a premise from the Cooperative. The

Member shall obtain full electric supply requirements for each premise from an Electric Supplier or from the Cooperative's combined Electric Supply & Delivery Service.

5.1.3 Until such time that the Member has the right to purchase Electric Supply Services from an Electric Supplier, the Cooperative shall provide the combined Electric Supply & Delivery Service for the Member for each premise.

5.1.4 A member, who has the right to purchase Electric Supply Services from an Electric Supplier, can switch to an Electric Supplier on its next scheduled meter reading date only after the Cooperative has received fifteen (15) calendar days advance notice from the Member's new Electric Supplier of the Member's decision to switch. When the Member elects to purchase electric supply services from an Electric supplier for a premise, the Member must purchase all of its Electric Supply Services for the entire premise from one Electric Supplier. The Member may not have multiple Electric Suppliers at the same time for one premise. Once a Member whose peak monthly demand is 300 KW or greater has purchased its Electric Supply Services from an Electric Supplier, other than the Cooperative, and then returns to the Cooperative for all of its electric supply, the Member must remain with the Cooperative's electric supply for at least twelve (12) months before it has the right to choose another Electric Supplier. There is no retention period for Members whose peak monthly demand is less than 300 KW. If, at any time, the Member has not exercised their right to select electric supplier and shall provide combined Electric Supply & Delivery Service for that entire premise for that Member.

5.1.5 A non-refundable connection fee of fifty dollars ($50.00) is required for all existing services connected to the system. Temporary construction service fees include the connection fee for both temporary and permanent service. This is covered under paragraph 5.4. New Services without temporary service will be required to pay the fifty-dollar ($50.00) fee.

5.2 Conditions of Membership

5.2.1 A membership fee, which is refundable at the time of termination in good standing with the Cooperative, may be required. The amount is set by the Membership voting in a regular meeting of the Members. Information of the current fee is readily available at the Cooperative's office. Should the membership be terminated with money due the Cooperative by the Member, the membership fee will be credited against the amount due the Cooperative.

5.2.2 One or more service connections are permitted under one membership.

5.2.3 The Cooperative reserves the right to require reasonable evidence of the applicant's identity, service address and mailing address satisfactory to the Cooperative, and to make reasonable investigation of such prior to rendering service. The Cooperative may reject any application for service if the applicant does not meet the requirements of the tariff under which they are requesting service. The applicant will be given the reason for the rejection, in writing if requested.

5.2.4 The related fee shall not be transferable, except by a Member to his or her spouse or to such other person identified in the membership application as a Co-Member with the member. No charge will be made for this transfer.

5.2.5 When a membership is held jointly by Co-Members identified as such in the membership application, upon death of any such Co-Member, such membership shall be deemed to be held jointly by the surviving Co-Members, subject to and upon the provisions provided for in the Bylaws of this Corporation. The Cooperative may require any Co-Member to provide the Cooperative with proof of death of another Co-Member as a condition of removing the deceased Co-Member's name from the account.

5.2.6 Service at new locations shall be rendered only when all bills for service to the Member at other locations have been paid or credit arrangements satisfactory to the Cooperative have been made.

5.2.7 No person shall receive electric service if they have been occupying a property or were an adult Member of a household which has been disconnected for a debt to the Cooperative that has not been paid.

5.2.8 Members requiring service under the General Service and Large Power Tariffs will be required to specify, in writing, the service requirements to insure that both the Member and the Cooperative are in agreement for the facility to be served. A contract may be required.

5.2.9 Applicants for membership must be eighteen (18) years of age or older and may be requested to show proof of age.

5.3 Transfer of Account Location

5.3.1 All accounts will remain in the name in which the meter is installed until the Cooperative has been notified, preferably in writing, of the Member's desire for disconnection or transfer to another service location.

5.3.2 Transfer to Members of the same family or household or co-signers will not be made if any debt is owed to the Cooperative.

5.3.3 If in requesting an approved transfer, the Member provides an accurate meter reading at the time of the transfer and no visit to the site is required by the Cooperative, a nonrefundable twelve-dollar ($12.00) transfer fee will be charged.

5.3.4 If a Member does not provide an accurate meter reading at the time of the transfer and/or a visit to the site is required, a nonrefundable meter reading charge of twenty-five dollars ($25.00) will be charged in addition to the regular transfer fee.

5.3.5 If a Member requests disconnection of a service and within six (6) months, requests restoration of service to the same location, a nonrefundable restoration of service fee of fifty ($50.00) dollars will be charged. If any delinquent amount is owed to the Cooperative, this amount, the restoration of service fee and any required deposit must be paid before service will be restored.

5.3.6 In the event of a fire resulting in disconnection of service, no restoration of service fee will be charged for restoring service at the same location.

5.4 Temporary Service

Temporary Service is classified into two types: Residential and Commercial Building Construction Service and Transient Structure or Location Service.

5.4.1 Temporary Service for the construction of a residential or commercial building will be provided during the construction period. Service at 120/240 volts, single phase, will be supplied at the site from the existing secondary distribution system. If an extension of the primary system is required, which cannot be incorporated into the permanent service, a charge for the supplies used, additional labor to install and remove as well as those materials not returnable to inventory will be made. A charge of one hundred ($100.00) dollars will be made for the basic Temporary Service connection to an approved temporary installation. The installation must be within five (5) feet of the existing secondary underground system or one hundred (100) feet of an existing secondary overhead system. In the event a larger level of service is required, such as different voltage or higher amperes, the additional cost shall be charged to the Member requesting the service. No deposit for Electric Supply and Delivery Service shall be required for residential class service assuming no previous poor credit history. A deposit may be required for commercial delivery and supply service if the usage is estimated to exceed five-hundred (500) kilowatt hours per month. No other connection charge will be made when the Member requests permanent service for the building under construction which is served by this Temporary Service. Extension of Permanent Service shall be subject to the provisions of Section 10.

5.4.2 Temporary Service for transient structures or locations will be rendered when and where the Cooperative has the necessary facilities available to render the service requested, without detriment to the service of other Members. The Member shall pay the cost of installation and removal of the required facilities installed for the sole purpose of the Temporary Service, based on the cost to the Cooperative. A deposit will be required based on the estimated construction cost of the materials and supplies which are not returnable to inventory. Where facilities are endangered by construction or other proposed uses, the Member may be required to own and maintain the facility. There will be a thirty-dollar ($30.00) connection charge which is in addition to the charges listed.

5.4.3 Temporary Services are subject to removal after one (1) year from date of connection. Satisfactory proof of continuing construction and an absence of use of the service for permanent operation may be required to avoid removal.

5.5 Wiring

All wiring of the Applicant must conform to the National Electrical Code and the Specifications of the Cooperative, and all new wiring installations must be inspected by a qualified licensed inspector and an approved wiring certificate filed with the Cooperative before service will be made available. In no event, shall the Cooperative be under any obligation to inspect wiring or appliances of the Applicant, but, where the Cooperative has reason to believe wiring or appliances do not comply with recognized standards, the Cooperative may refuse to supply electricity to the Applicant.

5.6 Characteristics of the Electricity supplied and/or Delivered

To eliminate the possibility of error or loss, the Applicant or Member, before purchasing motors or other equipment or wiring, should secure, from the Cooperative all necessary data relating to the characteristics of the electricity which will be supplied and/or delivered.

5.7 Location and Maintenance of Cooperative Equipment

The Cooperative shall have the right to erect, on the property where service is requested, such facilities as it deems necessary to provide adequate electric service to the Applicant.

The Applicant shall provide suitable space for the installation of the necessary metering apparatus.

5.8 Tampering

5.8.1 Tampering is expressly forbidden. No person, except a duly authorized representative of the Cooperative or their agent, shall make any connection or disconnection, either temporary or permanent, between the service load of the Member and the service wires of the Cooperative.

5.8.2 In the event the Cooperative's meters or other property experiences tampering or interference, the Member being supplied through such equipment shall pay the amount which the Cooperative may estimate is due for service used, but not registered on the Cooperative's meter, and for the costs of any repairs, replacements required, investigative trips, meter testing and other expenses incurred by the Cooperative. These costs, in addition to a $500 tampering fee, will be charged to the Member. Appropriate legal and criminal remedies may be taken in cases of abuse and/or repeated attempts to tamper or destroy Cooperative property. Failure to take such action in a particular case, shall not prejudice the Cooperative's right to take action in other cases or future instances of tampering or abuse by the same or other parties.

5.8.3 The electric meter is the property of the Cooperative. The meter shall not be covered, shielded or affixed with any device or instrument that would or would attempt to disable, eliminate or minimize the functions of the meter. Such actions shall be subject to appropriate legal and criminal remedies as available to the Cooperative.

5.9 Service Contracts

Service Contracts shall be for terms as specified in the applicable service classification. Where large or special investment is necessary for delivery service, or where service is to be used for temporary, seasonal or unusual purposes, contracts for terms other than specified in the Service Classification, or with special guarantees of revenue, or both, may be required.

6. POINT OF DELIVERY FOR ELECTRIC SERVICE TO A MEMBER

6.1 The point of delivery will be that point where the Member takes service from the Cooperative. The Cooperative will own and be responsible for all facilities on the line side of the point of delivery. The Member will own and be responsible for the point of delivery and all facilities on the load side of the point of delivery except for the meter when it is on the Member's side of the point of delivery. The Member shall own and be responsible for the meter socket when it is the point of delivery or is on the member's side of the point of delivery. The Member's facilities at the point of delivery and the service entrance will be in accordance with the National Electrical Code and the Cooperative's standards for such facilities.

6.2 The Cooperative will extend its distribution system to the point of delivery in accordance with Section 10.

6.3 Commercial and Industrial members must indicate at time of application, their specific requirements for the requested point of delivery.

6.4 Location of the Point of Delivery

6.4.1 Overhead Service

The point of delivery for overhead service shall be the point of attachment of the service conductor to the Member's property. This may be the connection to the building or weather head. The Member is responsible for providing the connection from the point of delivery to the service entrance including the meter base. The meter will be located as discussed in Section Seven (7) below and will be on the Member's side of the point of delivery where overhead service is provided.

6.4.2 Underground Service

The point of delivery for underground service shall be at the point of connection to the line side terminals of the member's meter socket, whether mounted on the building, meter pole or pedestal.

6.4.3 Exception

The point of delivery may be located at a point other than defined above, with the agreement of the Cooperative, provided the Member pays any additional cost.

6.5 One Point of Delivery

The service classifications, unless otherwise stated, are based upon the electrical service to an entire premise through a single delivery and metering point for each class of service. The use of electric service at two or more separate properties shall not be combined for billing purposes.

7. METER INSTALLATION

7.1 Meters are provided and installed by the Cooperative to measure the amount of energy provided to its Members.

When a Member, Electric Supplier or other party wants the Cooperative to install alternative metering and associated equipment that is different than that which is normally provided under the Member's Service Classification, the Member shall make the request to the Cooperative. The Member shall be informed before the alternative metering equipment is installed of the amount that they will be charged for the meter exchange and any cost differential between the normally furnished meter and the alternative metering equipment. The Cooperative shall make reasonable efforts to furnish, install and maintain such metering equipment for the Member, provided that such alternative metering equipment meets the Cooperative's electrical and data processing standards. The Cooperative shall own such alternative metering equipment. When the Member wants an electronic communication link for remote access of the alternative metering equipment, the Member shall make all arrangements and shall maintain that communication link at its expense. Unless authorized by the Cooperative, only the Cooperative shall have access, directly or remotely, to the alternative metering equipment. Upon the Member's authorization, the metered data from such alternative metering equipment shall be provided to its designate at the requestor's expense.

7.2 Meters shall be installed on the outside of buildings with the register 4'0" to 5'6" above the finished grade except where the Cooperative specifies the use of meter pedestals. The location of the meter and the point of delivery shall be designated by the Cooperative. The Cooperative will assess a charge for meter sockets it supplies equal to its full cost. However, it shall not be obligated to furnish such devices. No part of the service entrance shall be concealed before entering the meter socket.

7.3 The Cooperative will establish one meter point for each point of delivery established for the Member. Residential units, as defined in Section 2, must be individually metered to qualify for the Residential Rate, except that associated agricultural usage will not negate the residential qualification. If a Member, taking service as a Residential/Farm consumer, desires a second point of delivery for agricultural or related facilities, such second point of delivery must be metered and billed separately. If the consumer desires service for both uses to be metered through a single meter, the Member must take service at a single point of delivery and provide for the electrical connections on the Member's side of the meter.

7.4 Remote Reading Devices

7.4.1 The Cooperative will permit members to opt out of the Cooperatives standard meter installation that utilizes a form of remote communications that permits the Cooperative to remotely communicate with the meter. The replacement meter will be the Cooperatives standard electronic meter but without remote communications capability or the remote communications disabled. There will be a one-time charge for members requesting to switch to a non-communicating meter of $75.00 and a monthly manual meter reading fee of $17.00. The member shall be responsible for providing and maintaining access to DEC for the purposes of meter installation, maintenance and reading. The option to opt out from the Cooperatives standard metering is limited to the following rates; R, R-BTP, GS and GS-TOU.

7.4.2 In cases of dispute, the Cooperative's meter shall be used as the final determinant in measuring consumption and in all cases shall take precedence over any readings on remote reading devices.

7.5 Meter Pole Installation

7.5.1 Meter Pole Installations will no longer be available.

Non-Utility meter installations will not be installed on a pole containing primary distribution facilities.

8. REFUNDS AND ADJUSTMENT OF ELECTRIC USAGE

8.1 Fast Watt-Hour Meter

Whenever a watt-hour meter in service is found, upon test made by the Cooperative to have a positive error--that is, when it over-registers or is fast--in excess of two percent (2%), the Cooperative shall credit or refund the Member an amount equal to the excess paid for delivery service and for combined electric supply and delivery service, for the kilowatt hours incorrectly metered. The refund shall be for the period that the Member received service through the meter, but for not more than the periods established below:

1. Known Date of Error – If the date on which the error first developed or occurred can be established, the bills for service shall be recalculated from that time.

2. Unknown Date of Error – If the time at which the error first developed or occurred cannot be established, it shall be assumed that the over-registration existed for a period of three (3) years or a period equal to one-half of the time since the meter was last tested, whichever is less.

8.2 Slow or Stopped Meter

When a meter is found, upon test made by the Cooperative to have a negative average error, that is--when it under-registers or is slow to the extent of two percent (2%) or more, or is stopped; In the case when a polyphase meter, is operating with an inactive element, and the error in registration or failure to operate is not attributable to the negligence of the Cooperative but is due to some unpredictable cause, such as lightning, tampering or unauthorized overload, the Cooperative may estimate the proper Delivery Service and Combined Electric Supply and Delivery Service charge for the unregistered service by reference to the Member's consumption during similar normal periods. Except in cases of tampering, theft, or unauthorized overload such estimate may cover a period not more than three (3) months.

8.3 Demand Meter

Whenever a demand meter, the readings or indications of which are utilized in computing the charges for Delivery Service and Combined Electric Supply and Delivery Service, is found, upon test made by the Cooperative, to be in error in excess of the limits indicated below, the charges to the Member shall be adjusted in the same manner as prescribed under the watt-hour meter.

LIMITS OF ACCURACY

Class I	Curve-Drawing Meters	+/-2% of full-scale reading
Class II	Integrated Demand Meters	+/-2% of full-scale reading
Class III	Lagged Demand Meters	+/-4% of final indication
Class IV	Solid State Electronic Meters	+/-2% of full-scale reading

8.4 Routine Meter Testing

The Cooperative will test single phase, self-contained, non-demand, watt-hour meters in accordance with a Statistical Meter Test Plan approved by the Board of Directors. All other meters shall be tested in accordance with a periodic test plan acceptable to the Board of Directors.

8.5 Meter Testing Upon Request

Upon request by a Member, the Cooperative will, without charge, test the Member's meter, provided the Member does not make such a request more frequently than once in eighteen (18) months. More frequent requests will result in a charge of sixty dollars ($60.00) for such tests. If the meter is found to be outside the limits set forth in this section, the charge will be waived. Appropriate adjustments will be made in such circumstances. The Member or a representative may be present when the test is conducted. A written report will be mailed to the Member within ten (10) working days after the completion of the tests.

8.6 Access to Meters

The Member shall provide access to the meter for the purposes of reading, testing, repairing or replacement. Housing or decorative covers shall not hinder or prevent the performance of these tasks. Upon notice, the Member shall remove any obstacle to the performance of these duties.

8.7 Adjustments for Incorrect Billings

Incorrect billings for Delivery Service and for combined Electrical Supply and Delivery Services resulting from clerical error, erroneous multipliers, incorrect meter installation or reading, incorrect application of the rate schedule, or other similar reasons shall be corrected immediately upon discovery, and corrected bills rendered to the Member. However, in no case may additional charges due from the Member from application of this paragraph, be collected for more than eighteen (18) months prior to the discovery. If the Member has been overcharged, the Cooperative shall refund the amount due or credit the Member's account to the date the error was made, not to exceed thirty-six (36) months prior to the discovery. In the event additional charges are due the Cooperative, installment payments shall be offered for not less than the number of months the account was billed in error. An installment service payment charge shall not be applied to such installment payments.

9. USE AND CONTINUITY OF ELECTRIC SERVICE

9.1 The Applicant and/or Member agrees that no electricity other than that delivered by the Cooperative shall be introduced or permitted for the Applicant's and/or Member's use without the prior written consent of the Cooperative. An installation for which permission has been granted must be constructed so that the delivery of current and voltage from the Member's source does not cause operating and reliability hardships on the Cooperative's system.

9.2 The Cooperative reserves the right, but shall not be required, to determine the suitability of apparatus or appliances to be connected to its lines, to determine whether the operation of such, is detrimental to its general delivery of electricity, and further reserves the right to refuse delivery of electricity until such time as the Member shall conform to the Cooperative's regulations.

9.3 The Cooperative will deliver electricity to the Member for use only for the Member's own purposes and only on the premises occupied through ownership or lease by the Member.

9.4 Except for owners and/or operators of seasonal campgrounds not subject to the Delaware Residential Landlord-Tenant Code, and except as provided at 25 *Del. C.* Section 5312 (or any future corresponding provision of law), the Member shall not directly or indirectly sell, sublet, assign, or otherwise dispose of the electric energy provided by the Cooperative under combined electric supply and delivery service or provided by an electric supplier, or any part thereof. Only franchised public utilities are permitted such activities. Therefore, except as provided herein, Members are prohibited from the resale of electricity delivered to them by the Cooperative.

9.5 When electricity supplied under any agreement is delivered by the Cooperative and purchased by the Member upon the express condition that, after it passes the point of delivery, it becomes the property of the Member, to be used only as herein provided. The Cooperative shall not, in any event, be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from the use, misuse, or presence of the said electricity on the Member's premises, or elsewhere, after it passes the Cooperative's point of delivery; or for any loss or damage resulting from the presence, character, or condition of the wires or appliances of the Member.

9.6 Harmonic Requirements: The maximum total and individual harmonic distortion for voltage and current injected by the member’s equipment and loads at the point of common coupling (PCC) shall meet IEEE Std.519 and IEEE Std.1547 guidelines. A facility causing harmonic interference is subject to being disconnected from the Company system until the condition has been corrected. For non-certified equipment installations, the member is required to measure harmonics before and after the interconnection is established. The member shall submit the results of these tests to the Company for review. If necessary, the member will be required to make all corrections to avoid harmonic problems.

9.7 Member Responsibility

9.7.1 The Member shall be responsible for notifying the Cooperative of any proposed increase or decrease in load capacity, and of any change in use of or locations of the Member's

service panel, which would impact on the Cooperative's equipment or lines. Failure to notify the Cooperative, in writing, will result in the Member being charged for damage to Cooperative equipment or lines caused by the change in the Member's load, or the Member's use or location of the service panel.

9.7.2 The Cooperative assumes no responsibility for any damage done by or resulting from any defect in the wiring, fixtures, or appliances of the Member. In the event any loss or damage to the property of the Cooperative, or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the Member, his agents, or employees, the costs of the necessary repairs or replacement shall be paid by the Member to the Cooperative and any liability otherwise resulting shall be assumed by the Member.

9.8 Cooperative Liability

9.8.1 The Cooperative shall not be liable for damage resulting from the presence of electric current or the Cooperative's appliances on the Member's premises, or from the use of service of the Cooperative by the Member.

9.8.2 The Cooperative does not guarantee continuous uninterrupted electric service and will not be liable for any loss, cost, damages or expense to any Member occasioned by an interruption or phase reversal if due to any cause beyond the reasonable control of the Cooperative.

9.9 Notice of Trouble

The Member shall notify the Cooperative promptly of any defect in service or of any trouble or irregularity in the Electric Delivery Service.

9.9.1 Prearranged Interruption of Service

Whenever it is necessary to interrupt service for work on lines or equipment, such work shall be done, as far as practicable, at a time that will cause the least inconvenience to the Member. The Member(s) to be affected by such interruptions, shall, if practicable, be notified in advance.

9.10 Access to Premises

9.10.1 Upon completing an application for service as a Member, it is agreed and delivery service is provided upon the condition that the authorized delivery agents or representatives of the Cooperative, having proper identification, shall have access at all reasonable times to the premises of the Member for the purposes of reading its meters, connecting and disconnecting, testing, inspecting, repairing, removing, and replacing any or all its apparatus used in connection with the Delivery Service of electricity, and also for the purpose of trimming, cutting, or removing tree branches or other vegetation which, in the Cooperative's judgment threatens to interfere with the safe and efficient operation of its facilities. If the Cooperative's meters or other equipment is located on the premises of someone other than the Member, the Member shall be responsible to arrange for access thereto by Cooperative agents or representatives.

9.10.2 Cooperative Personnel, their agents or other representatives shall:

9.10.2.1 Not enter garages, storage rooms, houses, individual apartment units or mobile homes, without the prior consent of an occupant.

9.10.2.2 Not enter upon property posted with "No Trespassing" signs or remain upon property if requested to leave by an occupant.

9.10.2.3 Enter to read meters and make shut-off at the meter in apartment buildings having meter or electric Delivery Service where access is available through common areas or where the Cooperative has been furnished with a key to such rooms.

9.10.2.4 Attempt to contact an occupant in order to gain admission to the building or house or apartment buildings where indoor metering is located. If admission is not accomplished, any shut-off shall be accomplished from outside the building.

9.10.2.5 In all cases where service is disconnected, leave on the premises a written notice advising the steps to be taken by the Member for reconnection unless access to the premises is refused by the Member. An effort shall be made to leave the notice in a manner which will not cause embarrassment to the Member.

9.10.2.6 At all times use good judgment in protecting the Member's interests and the Cooperative's interests, while performing assigned duties in a responsible, safe and efficient manner.

10. EXTENSION OF PRIMARY SECONDARY & SERVICE LINES

10.1 Primary Line Extension Plan For Rural Service

The Cooperative will extend its electric primary distribution facilities, overhead or underground, at the discretion of the Cooperative, along and parallel and contiguous to State or County owned roadways as necessary to a point giving access to properties where service is requested. Single phase extensions of three hundred (300) feet or less will be made without charge. Three phase extensions of two hundred (200) feet or less will be made without charge. Extensions beyond these limits will require a Contribution in Aid of Construction (CIAC) of fifty percent (50%) of the cost.

However, if these extensions are contained in the most current long range engineering work plan, as needed in the future for reliability and/or continuity of service for the existing or projected Member load, the CIAC may be waived in part or whole depending on the projected time frame in the long range plan for the extension. If a CIAC is required, and within sixty (60) months, additional connections are made on the extension covered by the CIAC, a refund in part of whole shall be made to the Member making the CIAC.

10.2 Extension of Primary and Secondary System in Platted Developments

The Cooperative will extend its primary distribution system into platted residential developments in accordance with the desires of the developing party and state or local regulations. Effective January 1, 2024, an amount equal to one hundred percent (100%) of the cost to install the system will be required for both overhead and underground extensions of the primary and secondary distribution system. The one hundred percent (100%) is deemed a nonrefundable CIAC. Developments applied for prior to January 1, 2024, will fall under the existing seventy-five percent (75%) CIAC.

10.3 Delivery Service (120/240 volts) Extensions to Single Residential Units

The Cooperative shall extend service from its existing distribution system to residential units. Construction may be overhead or underground service based on the Member's desire and state or local regulations or the existing system in the area where service is to be given. A non-refundable Contribution in Aid of Construction (CIAC) of fifty percent (50%) of the cost for up to two hundred (200) feet for each service extension, will be required. The amount, however, shall not exceed seven hundred and fifty dollars ($750). Service extensions over two hundred (200) feet and/or service extensions requiring directional drilling will require a CIAC for the full cost of the extension. This change is effective starting January 1, 2024

10.4 Extensions to Commercial and other Non-Residential Members

The Cooperative's extensions of its primary and secondary service to commercial and other non-residential Members will require a non-refundable CIAC of fifty percent (50%) of the cost to install. In addition, a contract may be required, which may include a minimum term for which Delivery Service must be taken as well as a minimum bill based on the investment in transformer(s) and other primary system demands placed on the Cooperative's system by the Member's load.

10.5 Prior Conveyance by a Developer

In those rare situations where the owner or developer of a platted subdivision has conveyed a lot to a private individual without having made provision for construction of the electric distribution system within the subdivision as required under this section, the Cooperative will design the electrical layout for the subdivision and install that portion of the design system as is necessary and convenient to provide service to the applicant. The developer's CIAC will be calculated and divided by the number of lots to be served. The applicant shall make a contribution in aid of construction (CIAC) payment to the Cooperative for their own lot(s) as determined above. This is in addition to any CIAC which may be required for the Delivery Service wires to the dwelling.

10.6 Extension of Primary and/or Secondary Systems for Distributed Energy Resources

The Cooperative will extend its primary and/or secondary electric system, overhead or underground, to serve stand-alone member owned generation resources. Where the extension is requested to serve solely a distributed energy resource the Member will be required to pay a non-refundable CIAC of one hundred percent (100%) of the cost of the extension.

Where the Member elects to install a distributed energy resource on the load side of an existing or proposed new load the Member will pay a non-refundable CIAC of one hundred percent (100%) of the cost over and above the cost to serve the existing or proposed load.

10.7 Member Installed Conduit

Starting January 1, 2024, any residential applicant(s) shall be responsible for the installation of all necessary conduits on their property and that they shall be installed in accordance with the Cooperative's specifications.

Conduits must meet all applicable NEC and NESC codes, failure to meet any applicable codes shall not render the company liable or responsible for any loss or damage, resulting from defects in the installation, wiring or appliances, or from violation of Cooperative's rules, or from accidents which may occur upon the premise of the Member.

11. EASEMENTS

Members requesting Electric Delivery Service from the Cooperative shall be responsible for providing or securing easements without expense to the Cooperative and where necessary to allow the Cooperative to extend its Distribution Facilities and lines to the Member's meter pan.

11.1 Where the only facilities involved or contemplated are those necessary to provide Delivery Service to a single service of less than 600 volts, no written easement or right-of-way shall be required from the applicant for the service drop or service lateral as a condition of receiving Delivery Service; provided however, that the Cooperative may, at any time, require a written easement from a new applicant or existing Member where, in the Cooperative's sole judgment, such an easement is reasonable, not unduly burdensome and necessary in order to install distribution facilities beyond the property of the applicant or Member. However, a written and recordable easement shall always be required from the owner of the soil or property before the Cooperative install's poles or posts. All primary overhead and underground lines shall require a descriptive easement to be signed by the property owner. When less than 600-volt lines are installed underground, an easement as provided in this section shall be requested. If the owner declines, a "notice of underground wires" instrument must be signed by the owner. This form stipulates the existence of the underground lines on the property, their approximate location and is an acknowledgement by the owner of his/her obligation to protect the wires on the property by giving notice to the utility or Miss Utility for the location to be marked before excavating in the area where the wires are located. This instrument may be recorded as notice to future owners of the existence of the wires and this obligation.

11.2 Except as provided in Section 11.1 above, if it is necessary to acquire written easements from others such as abutting property owners, lessors, railroads, etc., in order for the Cooperative to serve the applicant, then the applicant shall be responsible for obtaining such rights without expense to and as the Cooperative deems reasonably necessary.

11.3 All extensions of primary lines over private property shall be on descriptive easements, and where practicable, be located on or adjacent to the property lines and boundaries of the property to be served. Where Delivery Service to future or potential Members is envisioned, both the primary lines and transformers shall be so located as to serve both the present applicant and future ones without additional easements.

11.4 Whenever the Cooperative determines that it is necessary to request a written easement as a condition of providing or continuing to provide Delivery Service, the applicant or Member shall be given the opportunity to grant either a "blanket" easement or a "specific" easement. A "blanket" easement may describe the type of equipment involved in broad general terms and need not specify where on the property it shall be placed. A "specific" easement shall describe, in a reasonable but not exact manner, the number, and type of facilities to be installed and the location on the property where they will be placed. Any applicant may require a specific metes and bounds description of the easement location, but the expense of obtaining such shall be on the applicant.

11.5 Any Member receiving service without having provided a written easement as permitted under Section 11.4 above shall be required, as a continuing condition of receiving service, to allow the Cooperative's agents and employees to go upon his lands for purposes of reading meters, inspecting, repairing, replacing, removing or upgrading

equipment; and for the purpose of trimming, cutting, or removing trees, branches, or other vegetation which in the Cooperative's judgment threatens to interfere with the safe and efficient operation of its facilities. Any such Member shall not erect, install or place any natural or man-made object on his property in such a manner as will in the Cooperative's judgment, reasonably threaten to interfere with the safe and efficient operation of its facilities. The unreasonable refusal to grant access to the subject premises may result in the termination of Delivery Service at the pole or in some manner which may make restoration of service more expensive than normal.

11.6 Where, due to the nature of the property to be served, the Cooperative finds that the exact boundaries are of critical importance, the applicant will locate and mark such boundaries to the reasonable satisfaction of the Cooperative.

11.7 Where necessary, the applicant shall provide the Cooperative with access to the construction area by clearing all trees, tree stumps and obstructions as designated by the Cooperative. The clearing is to be completed in a reasonable time to meet service requirements. The Cooperative shall be responsible for any additional tree trimming that may be required for the clearance and safety of its facilities. If subsequent to construction start-up, the Cooperative is required to relocate or adjust any of its installed facilities due to change in grade, adjustments of property lines or change in plans, the cost of such relocation shall be borne by applicant, his successor or assigns. Easements provided to the Cooperative shall be kept clear of trees, buildings and other obstructions which may limit the ability to reliably maintain electrical facilities.

11.8 The construction area as designed by the Cooperative shall be graded to within six (6) inches of final grade before the Cooperative will commence construction.

12. PAYMENT TERMS

12.1 Billing periods for the use of electric consumption determined from meter readings will be as close as possible to thirty (30) day intervals. This may vary from twenty-seven (27) days to thirty-three (33) days due to normal reading dates falling on Saturdays, Sundays and Holidays, and due to other conditions. Bills will be computed on the basis of the actual consumption covered by the meter readings, under normal conditions, except flat rate accounts as defined under approved rate schedules. Under abnormal conditions, bills will be estimated for a period not to exceed two (2) consecutive months within a twelve (12) month period.

12.2 When Bills are Payable

12.2.1 The bills are due when rendered and are past due in twenty-seven (27) days from the date on the bill. All payments must be received by the Cooperative prior to the next meter reading date.

12.2.2 If payment for bills rendered is not received by the Cooperative within the prescribed time frame a late-payment penalty of one and one-half percent (1-½%) per month on the unpaid balance will be added to the Member's account.

12.2.3 Post-dated checks for payment of service(s) will not be accepted.

12.2.4 The late payment penalty will be waived if the consumer has not been delinquent during the preceding twelve (12) months.

12.3 Levelized Billing Plan

A levelized billing plan is available to qualifying Members in an effort to equalize payments.

12.3.1 Plan Description

The plan can begin anytime during the year, provided a twelve (12) month billing period history is available. The exact payment amount will be determined by averaging the kilowatt hours used in the previous twelve (12) billing periods and recalculating the average bill based on an average consumption and the current rates. The recalculation and a review will be done semi-annually in March, and September for bills due in the following 6 months. While dollar amounts may vary two times per year, the Member will be kept more current with consumption and current rates than with a fixed amount for twelve (12) periods.

12.3.2 Plan Eligibility

Any Member who meets all the following requirements may request participation in the plan:

(b) A twelve (12) months' billing period history which can be used in calculation of a levelized payment amount.

(c) no payments returned within the past year for reasons listed under 12.8.2.

(d) no more than one (1) late payment in the previous twelve (12) billing periods.

(e) no disconnection's for theft or meter tampering in the past five (5) years.

12.3.3 No Relief of Payment Obligations

Participation in this Plan does not relieve the Member from the obligation to make regular period payments in an amount at least equal to the levelized payment amount stated on the bill. All payment terms stated in this section shall apply. Failure to abide by the terms of the Plan will result in removal from the Plan participation. Those Members so removed will not be eligible for reinstatement for one year.

12.4 Disconnection for Failure to Pay

12.4.1 If payment is not received by the Cooperative prior to the next meter reading date, the Cooperative will send a Disconnection Notice with the next regular bill, notifying the Member of impending termination of Electric Supply and Delivery Service and combined Electric Supply and Delivery service. This notice shall include any applicable late charge and notice of service disconnection if payment is not received within fourteen (14) calendar days from the date of the notice. The bill and notice shall be sent by first class, prepaid mail and deposited in the United States Postal Service and addressed to the Member at the last known mailing address appearing on the records of the Cooperative.

12.4.2 Members will receive billing notice(s) and/or phone call(s) prior to the day of disconnection. After receiving notification, the Cooperative may disconnect service the next business day, without further notice. Disconnection may be done at the property or via remote technologies, if installed. If disconnection is completed at the property, a Cooperative employee will visit the property to disconnect service. The Member, if available, will be given the opportunity to make payment rather than be disconnected. If the Member elects to pay, a fifty-dollar ($50.00) Collection Charge will be assessed. This charge will apply for any collections visit to the property that does not result in disconnection.

12.5 Payment Agreement

The Cooperative may make arrangements for a modified payment schedule with a Member who is unable to pay his or her bill for Delivery Service or combined Electric Supply and Delivery Service to the Cooperative due to unusual or severe circumstances. There will be a late payment penalty levied against all payment agreements of one and one-half percent (1-½%) per month on the unpaid balance. Any party to a payment agreement who fails to meet the obligations of the agreement made with the Cooperative, is subject to disconnection, following seventy-two (72) hours notice by letter or telephone to a number given in the payment agreement.

12.6 Restoration of Service

12.6.1 A restoration of service charge will be paid by the Member in order to restore service to the Member whose service has been disconnected for any reason, except as specified in Section 5.3.6. Any Member disconnected under the provisions of these rules and regulations for nonpayment must pay all overdue bills (past and present), a restoration of service charge, and a deposit when required, before service will be restored.

12.6.2 If restoration is requested between 8:00 am and 8:00 pm Monday through Friday, Holidays excepted, the restoration of service charge will be fifty dollars ($50.00). Request for restoration on the same day under this provision must be received no later than 8:00 p.m.

12.6.3 Section left intentionally blank.

12.6.4 Emergency restorations at times other than the hours discussed above will be made by the Cooperative at the discretion of the Cooperative only in emergency situations. A restoration of service fee of two hundred ($200.00) will be charged. This means that Holiday and weekend restorations will require the higher fee described above.

12.6.5 If payment is not at the premise when specified by the Member and a second visit is required to make restoration, a Service Fee will be charged for the Cooperative employee's visit. This fee will be fifty dollars ($50.00) between 8:00 a.m. and 8:00 p.m., Monday through Friday, Holidays excepted. Section 12.6.4 shall apply at all other times.

12.6.6 Failure to Receive a Bill

Failure to receive a bill will not entitle the Member to remission of any charge for nonpayment within the time specified.

12.6.7 The Cooperative may, at its sole discretion, subject to available technologies and availability, install, operate and maintain a disconnect/reconnect device remotely operated by the Cooperative. The Cooperative may, at its discretion, utilize this device in lieu of field personnel making a disconnection or reconnection of electric service. The charge for a remote disconnection or reconnection shall be the applicable tariff charge.

12.7 Advance Payments

Advance payments may be made by the Member to the Cooperative at any time. The amount of the advance payment may be determined by the Member. Bills will be rendered monthly showing the amount of the current bill and the amount of the advanced payment credited thereto.

12.8 Returned Payments

12.8.1 Payments received for bills rendered for, but not limited to Electric Supply and Delivery Service, Member Deposits, and Restoration Charges, which are returned to the Cooperative unpaid by the Member and authorized attempts by the Cooperative to draft members accounts with insufficient funds, a closed account, predated, differing amount, signature missing or similar reasons, will result in an additional charge of twenty-five dollars ($25.00) per check, E-Check or bank draft attempt per occurrence.

12.8.2 After two (2) payments are returned to the Cooperative unpaid by the Member on a consumer's account or two (2) authorized attempts by the Cooperative to draft members accounts within, a twelve (12) month period for which there are insufficient funds, a closed account, predated, differing amount, signature missing or similar reasons, the Cooperative will not accept checks or credit cards in payment of electric bills. Payments may be accepted on a "Cash Only" basis, including money orders and certified checks.

12.8.3 Any payments that have been found to be fraudulent will result in an additional fee of $100.00 applied to the account

12.9 Member's Deposit to Guarantee Payment of Final Bills

12.9.1 The Cooperative may require from a Member or prospective Member, a cash deposit to guarantee payment for both electric supply and delivery service components of the final bills. New Members with unsatisfactory credit as defined by a prior history of delinquency with the Cooperative or detrimental credit information from adverse credit reports from recognized reporting services or adverse credit history with their immediate past utilities shall be required to pay a deposit. Those members required to pay a deposit, under this section, shall be advised of the source and nature of the adverse credit information and given an opportunity to correct any inaccurate information. Service may be denied or terminated for failure to pay a deposit when requested. Deposits shall not be applied against current delinquent bills.

12.9.2 Deposits will automatically be applied to the account following payment of twelve (12) consecutive bills without arrears.

12.9.3 Deposits Amounts:

1). Residential:

i. Minimum Credit Risk: $0
ii. Medium Credit Risk: $125.00
iii. High Credit Risk: $250.00

a) Residential accounts which pose a High Credit Risk or have been disconnected for non-payment and whose average two month billing exceeds the High Credit Risk limit may be charged additional deposit not to exceed an estimated two months average billing.

2). Non-Residential:

i. Minimum Deposit: $500.00

a) Non-Residential accounts which pose a High Credit Risk or have been disconnected for non-payment and who's average two-month billing exceeds the High Credit Risk limit may be charged additional deposit not to exceed an estimated two months average billing.

12.9.4. Deposit amounts shall be required for any existing Member or new Member who:

1) Has been disconnected for non-payment.
2) Have been found to be tampering with a meter, load management device, service limiting unit, abuse of Cooperative equipment, or using service that has been tampered with or restored by someone other than an authorized Cooperative employee or its agent.
3) Members, past or present, transferring or requesting service who have an outstanding balance.
4) Members or Persons found to be using names other than their own legal name when use of their own name would create an impediment to service such as requiring payment of delinquent bills or a deposit.
5) Members or Persons who were adult Members of a previous household which has a delinquent account with the Cooperative.
6) Has a poor credit history as determined by a credit check.

12.9.5 Adjustment of Deposits

Deposits will be subject to review to ensure that they are sufficient, but do not exceed two-twelfths ($2/12^{th}$) of an estimated annual revenue. Differences will be applied to the account.

12.9.6 Deposit Amounts

Deposits will be collected in whole dollar amounts. A deposit may not be required if the amount is less than $50.00.

13. DISCONTINUANCE OF THE SUPPLY OF ELECTRICITY

The Cooperative reserves the right to discontinue furnishing electrical service to a Member, irrespective of any claims pending against the Cooperative, upon the occurrence of any one or more of the following events:

13.1 At Any Time Without Notice

13.1.1 Whenever the Cooperative, in its opinion, has reasonable cause to believe that the Member is receiving Delivery Service or Electric Supply and Delivery Service without paying therefore, or that its meter, wires, or other apparatus have in any manner been tampered with. In either of these events, the Cooperative shall have the right, in addition to its other rights as provided in these Tariffs, to require the Member, at the Member's own expense, to have installed in accordance with the Cooperative's specifications and subject to its approval, wiring, conduits, and lock boxes or meter boxes.

13.1.2 Whenever, in the Cooperative's opinion, the condition of the Member's wiring, equipment, and appliances, is either unsafe or unsuitable for receiving electricity, or when the Member's use of electricity or equipment interferes with, or in the opinion of the Cooperative may be detrimental to the Delivery Service of electricity by the Cooperative to any other Member.

13.1.3 Where Delivery Service of electricity is being furnished over a Member's private line, or over a line which is not owned or leased by the Cooperative whenever, in its opinion, such line is either unsafe or is in an unsuitable condition, or is inadequate to receive Delivery Service of electricity.

13.1.4 Whenever the Member has denied a representative of the Cooperative access to the Cooperative's meter, wires, or other apparatus installed on the Member's premises.

13.1.5 To protect the Cooperative from fraud or abuse.

13.1.6 Unavoidable shortages or interruptions in the Cooperative's source of supply, or other causes of emergency.

13.1.7 Emergency repairs or alterations or for system improvements and extensions.

13.1.8 For providing a false name or social security number or for failing to disclose upon request, that past services have been received and not paid for under a different name or social security number, if the Cooperative has reported a theft of services to responsible authorities.

13.1.9 Whenever environmental or other hazardous conditions would expose Cooperative employees to undue risk in the maintenance of Delivery Service.

13.2 With Notice from the Cooperative to the Member

13.2.1 Notice of discontinuance shall be considered to be given a Member when a copy of such notice is left with the Member or left at the premises where the bill is

rendered, or deposited in the United States Postal Service, addressed to the Member's last post office address shown on the records of the Cooperative.

13.2.2 In all cases where the Delivery Service of electricity is discontinued by reason of the Member's negligence or violation of any of the Cooperative's Tariffs or with any of the conditions or obligations of any agreement with the Cooperative for the purchase of Delivery Service or Electrical Supply and Delivery Service, there shall then become due and payable, in addition to the bills in default, an amount equal to the minimum monthly charge for the unexpired term of the agreement, not as a penalty, but in lieu of the income reasonably to be expected during the unexpired term of the agreement.

13.2.3 The Delivery Service of electricity will be disconnected to any Member within a reasonable time after receipt of proper notification from the Member to the Cooperative. This request for disconnection of service does not relieve the Member of his obligation to the Cooperative.

13.2.4 With proper notice, the Cooperative may disconnect any Member for failure to pay a deposit as required by these Terms and Conditions (Refer to Section 12.9.2).

13.2.5 With proper notice the Cooperative may disconnect any Member for failure to comply with any of the Cooperative's Tariffs or with any of the conditions or obligations of any agreement with the Cooperative for the purchase of electricity.

13.2.6 The Cooperative will not disconnect any Member for non-payment on a day when the National Weather Service reports that the 8:00 A.M. temperature measured at an airport in the same county as the subject dwelling unit is thirty-five degrees Fahrenheit (35°F) or below or when the National Weather Service predicts that the Heat Index may equal or exceed ninety-five degrees Fahrenheit (95°F).

13.3 Service Limiting Devices

13.3.1 At the Cooperative's option, in lieu of disconnection of the residential Member for nonpayment, pursuant to Section 12, the Cooperative may install a service limiting device that restricts the amount of power flow to the Member.

13.3.2 If arrangements to pay are not completed within one billing cycle, following appropriate notice, the service limiter and meter will be removed. An additional trip charge of fifty ($50.00) dollars will be added to the outstanding bill.

13.4 Transfer of Unpaid Account Balances to Other Active Accounts in Member’s Name

The Cooperative reserves the right to transfer an unpaid balance from a member’s disconnected account in that same member’s name regardless of rate class. The non-payment of the new balance on the member’s active account will be subject to disconnection in accordance with the disconnection policies of the Cooperative.

14. CONDITIONS OF SERVICE

14.1 Motors

14.1.1 The Cooperative shall be informed in writing outlining requests for service to motor installations, welders, and x-ray equipment with the following information:

(a) Proposed location, at which time the Cooperative will inform the consumer as to phase and service voltage availability.
(b) Type of motor, load, equipment.
(c) Proposed phase and voltage requirements.
(d) Locked rotor code letter or locked rotor ampere rating.
(d) Other non-standard operating characteristics.

14.1.2 The Cooperative reserves the right to refuse service to motors having a starting current greater than three and one-half (3 ½) times the running current and to polyphase motor installations having a total simultaneously operating horsepower load of thirty (30) or more.

14.1.3 Extension of Primary, Secondary and Service Line (Refer to Section 10 regarding the cost of providing service.)

14.1.4 All single-phase motors of 10 hp or greater and polyphase motors of 30 hp or greater shall be equipped with soft start capabilities

14.1.5 All motor installations must meet the most current IEEE C37.96 standard for protection.

14.2 Reverse Phase Relay

The Member shall install, at his expense, a reverse phase relay of approved type on all motors and other equipment where a definite direction of rotation must be maintained.

14.3 Phase Protection

The Member shall install, at his expense, suitable voltage or current type devices which will protect his equipment from damage in the event of phase outages.

14.4 Minimum 3 Phase, 480 Volt Load

The Cooperative reserves the right to deny service to 3Ø loads less than 20 HP connected.

14.5 Power Factor Adjustments

The Member shall agree to maintain unity power factor as nearly as practicable. Registered demand over 50 kilowatts will be adjusted when the average power factor is lower than ninety (90%) percent. Registered demands under fifty (50) kilowatts may be adjusted if and when the Cooperative deems necessary. Such adjustment will be made by increasing the measured demand one percent (1%) for each one percent (1%) by which the average power factor is less than ninety (90%) percent lagging.

14.6 Fluctuations

Electric Delivery Service must not be used by the Member or its Electric Supplier in such a manner as to cause unusual fluctuations or disturbances in the Cooperative's delivery system. Should such fluctuation or disturbance be caused by the Member or its Electric Supplier, the Cooperative may discontinue service or require the Member to modify their installations or install approved controlling devices.

The Member shall be responsible for notifying the Cooperative of the type of equipment installed in order that the proper Cooperative facilities may be in place to adequately serve the Member. The costs of special facilities installed to provide service to loads which cause fluctuations or disturbances, to avoid the adverse effects on electric Delivery Service to others, shall be borne by the Member.

15. MEMBER USE OF SERVICE

15.1. Relocation of Meters

15.1.1 It shall be the responsibility of the Member to have an electrician install a new service entrance and meter socket or move the existing service entrance and meter socket to a proper location approved by the Cooperative where said Member desires to enlarge, build-on, or add to any building upon which there is an existing meter and where said meter will become enclosed or over built, whether it be a screened porch or other. The Member will be billed for service charges completed by the Cooperative.

15.1.2 Any Member planning to install new siding on a building where there is an existing meter shall so notify the Cooperative a minimum of seventy-two (72) hours in advance of the time the meter should be removed to permit the installation of the siding. The Cooperative will remove the meter to allow the contractor to complete work in that area. In accordance with Section 3.2(c), the Member may be billed for the service provided by the Cooperative.

15.1.3 Any Member planning a change of meter location will notify the Cooperative a minimum of seventy-two (72) hours in advance of such a change. The Cooperative will disconnect the service while the electrician makes the necessary changes. In accordance with Section 3.2(c), the Member may be billed for the service provided by the Cooperative.

15.1.4 No member or electrician is authorized to remove or tamper with any meter of the Cooperative without expressed permission from the Cooperative to do so.

15.1.5 In Accordance with Delaware Code, whenever the consumer or electrician modifies service from the utility, an inspection by a certified electrical inspection agency is required as outlined in the application for State and National Electric Code before the utility is permitted to restore service. Provision for inspection should be made prior to disconnection if time out of service is to be kept to a minimum. Provision for emergency service restoration will be made, if the licensed electrician assumes responsibility and subsequently discharges Delaware Electric Cooperative, Inc., of any liability through the signing of a release. This release is only good for a maximum period of 30-days.

15.2 Relocation of Facilities at Member Request

15.2.1 When a Member requests the relocation of an existing facility, he/she shall be responsible for the costs incurred by the Cooperative in making the relocation.

15.2.2 If the change results in a betterment of the Cooperative lines, the Member may be credited with that betterment. However, the decision as to the betterment of the facilities shall rest with the Cooperative.

15.2.3 An outdoor light will not be installed or re-installed until an agreement is signed and the location designated. In the event, the Member either requests a change in location, or, after causing the light to be removed, requests reinstallation of such

light (within one year) the change in location or the re-installation will be made only at the Member's expense and at such time convenient to the Cooperative.

15.2.4 When a Member requests their service drop to be changed from overhead to underground service, and the service drop is not operationally inadequate to provide reliable service then the Member shall pay the Cooperative the actual cost of making such change.

15.3 Characteristics of Service

15.3.1 Transient Voltages

Members are cautioned that certain types of electronic equipment and computers are sensitive to transient voltages which typically occur in commercial power systems during operation. The Cooperative shall not be liable for transient voltage-related damage or loss. The Cooperative will provide information to the Member or applicant on protective devices, upon request.

15.3.2 Superposition of Electric Signal on the Cooperative's Electric System

When the Member or the Member's Electric Supplier couples to or superimposes any signal on their electric system for equipment control, load management control, carrier current transmission, signal systems, communication broadcasting or any other purpose, the Member shall be responsible for preventing any such signals from being imposed upon or entering the Cooperative's metering and electric system.

15.3.3 Power Factor

The average power factor under the operating conditions of the Member's load at the point where the Delivery Service is metered shall not be less than ninety percent (90%) lagging.

Where lighting, welding, motors or other electrical equipment or devices having low power factor characteristics are installed, the Member shall furnish, install and maintain, at their own expense, corrective apparatus which shall increase the average power factor of the individual units or the entire installation to not less than ninety percent (90%) lagging. The Cooperative will provide information to the Member on power factor correction devices, upon request.

15.3.4 Use Other Than Stated In Contract

The Cooperative's Delivery Service shall not be used for any purpose or in any place other than that stipulated in the Member's contract for Delivery Service except by written consent of the Cooperative.

15.3.5 Characteristics of Service

The Delivery Service specified and furnished by the Cooperative and electric service furnished by either the Cooperative under the combined Electric Supply and Delivery service or furnished by the Member’s Electric Supplier, shall consist of sixty (60) hertz, single phase or three phase alternating current at one standard primary or

secondary voltage. The type of service (number of phases and voltages) available varies with the location and load.

Voltage delivered to Members shall normally be maintained within the limits prescribed by the Cooperative, except under emergency conditions and/or conditions beyond the reasonable control of the Cooperative.

15.4 Cooperative Owned Poles & Structures

Only attachments authorized, in writing, by DEC are permitted on DEC owned poles, structures and equipment. DEC poles shall not be used as fence posts, signposts, used to mount non-DEC facilities such as, but not limited to, antennas, lights, flags or other devices or equipment. For the safety of members, the general public and DEC personnel any unauthorized attachments will be removed by the Cooperative and at the expense of the individual or company installing the attachment.

16. POWER COST ADJUSTMENT

16.1 General

Electric Supply Service provided by the Cooperative under all Service Classifications of this Tariff shall be increased or decreased to offset any increase or decrease in Electric Supply Service incurred by the Cooperative. Such adjustments shall be made on the basis of the Member's kilowatt-hour consumption. The Cooperative shall comply with and provide notice to its Members pursuant to the provisions of 26 Del. C. § 224 prior to implementing any such adjustment.

16.2 Calculation of the Adjustment Factor

The adjustment factor shall be determined by forecasting Electric Supply Service costs and Electric Supply Service revenue for the calendar year and recovering any projected over/under collection in revenue through a kilowatt-hour adjustment charge. Any over or under collection of Electric Supply Service shall be allocated to member margins at the end of the calendar year.

16.3 Tracking the Adjustment Factor

The adjustment factor shall be determined by forecasting Electric Supply Service costs and Electric Supply Service revenue for the calendar year and recovering any projected over/under collection in revenue through a kilowatt-hour adjustment charge. Any over or under collection of Electric Supply Service shall be allocated to member margins at the end of the calendar year.

17. PUBLIC UTILITY TAX

In addition to the charges as provided for directly in the rates, the Cooperative shall add an amount equal to four and one-fourth (4.25%) percent to the gross amount otherwise charged under the rates for all General Service, Irrigation, Large Commercial, Primary, Industrial and Lighting Service in accordance with the State Utility tax Code of the State of Delaware.

Any Member qualifying for a reduced taxable rate is responsible for submitting all qualifications in the specified format to the State Department of Revenue. Upon receipt of the States approval and upon their direction the Cooperative will then modify the Members account to accommodate the specified changes.

18. SMALL POWER PRODUCTION - COGENERATION

18.1 Criteria for Qualifying Facilities

Criteria for qualification of small power production facilities and cogeneration facilities are the same as set out in FERC's rules (18 C.F.R. Part 292) summarized here in part.

a. A small power production facility may qualify if it meets the following criteria:

(1) There is no size limitation for an eligible solar, wind, waste or facility, as defined by section 3(17)(E) of the Federal Power Act. For a non-eligible facility, the power production capacity for which qualification is sought, together with the power production capacity of any other non-eligible small power production facilities that use the same energy resource, are owned by the same person(s) or its affiliates, and are located at the same site, may not exceed 80 megawatts.

(2) The primary energy source of the facility must be biomass, waste, renewable resources, geothermal resources, or any combination thereof, and 75 percent or more of the total energy input must be from these sources. Any primary energy source which, on the basis of its energy content, is 50 percent or more biomass shall be considered biomass.

(3) Use of oil, natural gas and coal by a facility, under section 3(17)(B) of the Federal Power Act, is limited to the minimum amounts of fuel required for ignition, startup, testing, flame stabilization, and control uses, and the minimum amounts of fuel required to alleviate or prevent unanticipated equipment outages, and emergencies, directly affecting the public health, safety, or welfare, which would result from electric power outages. Such fuel use may not, in the aggregate, exceed 25 percent of the total energy input of the facility during the 12-month period beginning with the date the facility first produces electric energy and any calendar year subsequent to the year in which the facility first produces electric energy.

(4) Residential members and non-residential members who own and operate an electric generation facility whose primary fuel is either solar, wind, hydro, a fuel cell powered by renewable fuels, or gas from the anaerobic digestion of organic material or other forms of renewable energy they may qualify for special consideration under the Delaware law. In addition, the generation facility must be located on the member's premise, interconnected and operated in parallel with the electric distribution system and intended primarily to offset all or part of the member's own electric requirements.

(a) Capacity Limitations for Net Metering
1. Residential: 25 kW
2. Farm Customers (as described in Del Code 3, 902(3)): 100 kW
3. Non-Residential:250 kW

Waivers to the above limitations shall be at the discretion of the Cooperative.

b. A Cogeneration facility may be a qualifying facility if it satisfies two requirements.

(1) It must meet any operating and efficiency standards described in Paragraph 292.205 (a) and (b) of the FERC's rules, and

(2) The facility has filed with the FERC a notice of self-certification pursuant to §292.207(a); or has filed with the Commission an application for Commission certification, pursuant to §292.207(b)(1).

18.2 Purchase of Output from Qualifying, Facilities

18.2.1 Section 210 of the Public Utility Regulatory Policies Act of 1978 obligates the Cooperative upon request to purchase energy generated by a Member at avoided cost.

There are three basic types of transactions available to the Member with a qualifying cogeneration or small power production facility. A diagram of the meter locations for each option is shown in "Technical requirements For Parallel Operation of Member-Owned Generation".

OPTION A: "Gross Transfers"

Under this option, two meters with detent to prevent reverse registration are installed. One meter measures the Member's total power requirements and the other meter records total energy generation. Total power requirements would be billed at the service schedule applicable in the absence of the Member's generation and total energy supplied by the Member's generator would be covered under this schedule.

OPTION B: "No Sale"

Under this option, the Member generates energy to supply all or a portion of his own load and purchases any additional requirements from the Cooperative. One meter would be installed, with detent to prevent reverse registration with the type of meter installed as determined by the applicable standard rate schedule. The meter would measure the net electrical flow to the Member, without offset for periods when the Member's generation exceeded the Member's electric requirements, with billing at the Cooperative's standard rate schedule as applicable.

OPTION C: "Net Metering"

Qualifications: Net metering shall be limited to facilities qualifying under Section 18.1 (a)(4). DEC reserves the right to limit the use of net-metering to eight (8) percent of total capacity requirements.

Net metering shall be accomplished using a single meter capable of registering the flow of electricity in 2 directions. Net metering shall provide for the member to be credited in kilowatt-hours (kWh), valued at an amount per kilowatt-hour equal to the sum of delivery service charges and supply service charges for residential members and the sum of the volumetric energy (kWh) components of the delivery service charges and supply service charges for nonresidential members for any excess production of their generating facility that exceeds the members on-site consumption of kWh in a billing period. Excess kWh credits shall be credited to subsequent billing periods to offset a member's consumption in those billing periods. At the end of the annualized billing period, the Cooperative shall not reimburse, credit or otherwise remunerate the net energy metering member for any excess kWh credits.

18.2.2 The qualifying producer's right to sell power to the Cooperative may be subject to temporary curtailments when, as a result of operational circumstances, the delivery of such power would interfere with the safe, efficient, and economic operation of the Cooperative's power system.

18.2.3 All qualifying producers that desire to sell power to the Cooperative may be required to execute contractual agreements.

18.3 Purchase Price for Power from Qualifying Facilities

The purchase price of the output from the qualifying facility will be in accordance with any and all applicable Federal and State regulations and this tariff may be changed from time to time.

18.4 Responsibility for Interconnection and Metering Costs

18.4.1 Owners of qualifying facilities will be required to pay for any additional transmission or distribution costs (including the costs of metering, transformation, system protection, and safety equipment) to the extent that such costs are in excess of those that the Cooperative would have incurred if the qualifying facilities were not installed.

18.4.2 Existing consumers of the Cooperative that subsequently install qualifying facilities may also be required to compensate the Cooperative for the unamortized costs of any existing transmission or distribution facilities that are rendered surplus by the changes in the consumer's supply requirements.

18.4.3 The owner is responsible for obtaining final approval for the interconnection of facilities from the Cooperative prior to making a commitment to purchase or begin construction of the project.

18.5 Safety and System Protection Requirements

System safety and protection requirements shall be as specified in “Technical Requirements for Parallel Operation of Member-Owned Generation.” All generating systems used by eligible member-generators shall meet all applicable safety and performance standards established by the NEC, the IEEE, and UL to ensure that all member owned and interconnected generation meet applicable safety and performance standards and comply with the Cooperative’s interconnection and operating guidelines.

19. RETAIL COMPETITION

19.1 Enrollment Packages

19.1.1 Members with Peak Monthly Load of 300kW and Above

For Members with peak monthly load of 300 kW and above, enrollment packages will contain up to 12 months of interval usage data in Excel format delivered via email. This data will be provided in the first requested enrollment package free of charge. Fees for the subsequent provision of data shall be assessed as set forth in Rule 19.5.

19.1.2 Members with Peak Monthly Load Below 300 kW

For Members with peak monthly load below 300 kW, enrollment packages will contain up to 12 months of monthly usage data. This data will be provided in the first requested enrollment package free of charge. Fees for the subsequent provision of data shall be assessed as set forth in Rule 19.5.

19.2 Time Required For Change Of Electric Supplier

A Member will begin receiving Electric Supply from a selected electric supplier on the next scheduled meter reading date following the Electric Supplier notifying the Cooperative of the Member selection a minimum of three (3) calendar days prior to the scheduled meter reading date. If the Cooperative is notified less than three (3) calendar days prior to the next scheduled meter reading date, the Member will begin receiving Electric Supply from a selected Electric Supplier on the following regularly scheduled meter reading date.

19.3 Members Return To The Cooperative For Electric Supply And Delivery Service

19.3.1 Members with Peak Monthly Load of 300kW and above

Members with peak monthly load of 300 kW and above who receive Electric Supply from an alternative Electric Supplier and subsequently return to the Cooperative for both Electric Supply and Delivery Service shall be required to retain the Cooperative as their Electric Supply and Delivery Service provider for a minimum of twelve (12) calendar months.

19.3.2 Members with Peak Monthly Load of Less Than 300 kW

There is no retention period for Members whose peak monthly load is less than 300 kW.

19.4 Unscheduled Meter Reading

A twenty-five-dollar ($25.00) charge shall be assessed to a Member who requests an unscheduled meter reading to facilitate the change of the Member's Electric Supplier.

19.5 Charges for Usage Data

The following charges will apply for usage data when requested other than in the first requested enrollment package:

One month of 15-minute interval load data	$ 43.00
12 months of 15-minute interval load data	$ 122.00

19.6 Non-Standard Metering Requests

Members requesting a change in metering equipment from the standard metering utilized by the Cooperative shall be assessed a charge for the requested change in metering equipment. The Member request for a change in metering equipment will be evaluated by the Cooperative and an estimate will be presented to the Member for approval, where applicable. Work will begin upon approval of the estimate by the Member and payment of the estimated amount to the Cooperative.

19.7 Billing

All Members receiving Electric Supply Service from a Supplier other than the Cooperative will receive a separate bill from the Supplier for Electric Supply Service in addition to receiving a bill from the Cooperative for Delivery Service.

19.8 Limitations

Members receiving service under certain rates are not eligible to enroll with a supplier other than the Cooperative. See the specific requirements for each rate schedule.

Members participating in certain Riders and/or other demand side management programs may not be eligible to enroll with a supplier other than the Cooperative. See the specific requirements under the Rider and/or program requirements.

RESIDENTIAL SERVICE
SCHEDULE R

1. AVAILABILITY

Available to Members of the Cooperative desiring Electric Delivery or Electric Supply and Delivery Service taken through a single meter used in and around the residence for domestic purposes and for service on a farm including preparation of the farm's products for market.

This Schedule is intended for service to single residential house keeping units and is not intended for multi-family dwellings, for processing of farm products produced by others, for separately metered operations, for commercial or industrial purposes. The Member shall not use a motor in excess of 10 H.P. without prior approval of the Cooperative.

2. TYPE OF SERVICE

Alternating current, sixty (60) cycle, single or three phase secondary or primary at available standard voltage. Phasing and voltage shall be at the option of the Cooperative.

3. MONTHLY RATE

The monthly charges and rates under this Service Classification are:

Service Classification	12 Month Billing Rate
Distribution Delivery Service	
Service Charge	$28.00
Distribution Charge	
All kWh	$0.021400
Renewable Resource Fund	$0.000178
Electric Supply Service	
Electric Service Charge	
First 700 kWh	$0.101600
Over 700 kWh	$0.081600
Power Cost Adjustment/kWh	$0.012161

4. MINIMUM CHARGE

The minimum charge shall be the Service Charge.

5. ELECTRIC SUPPLY SERVICE

Until such time that the Member has the right to purchase its electric supply services from an Electric Supplier, other than the Cooperative, the Cooperative shall provide combined Electric Supply and Delivery Service for the Member. When the Member has the right to select an Electric Supplier and has not exercised that right, then the Cooperative shall be the electric supplier and shall provide combined Electric Supply and Delivery Service for the Member.

RESIDENTIAL SERVICE
SCHEDULE R (continued)

6. TERMS AND CONDITIONS

The terms and conditions, applicable to Electric Supply and Delivery Service for the members of the Delaware Electric Cooperative, Inc., shall govern, where applicable, the delivery of service under this service classification.

7. TERMS OF PAYMENT

The bills are due when rendered and are past due in twenty-seven (27) days from the date of the bill. Upon written notice of past due account and notice of termination of service, the Cooperative may terminate service.

8. POWER COST ADJUSTMENT

The Residential Service rate is subject to any adjustments to the Power Cost Adjustment (PCA) as determined by Section 16.

RESIDENTIAL BEAT THE PEAK TOU
SCHEDULE R-BTP

OPTIONAL RESIDENTIAL TIME OF USE METERED RATE

1. AVAILABILITY

Available to Members of the Cooperative desiring Electric Delivery or Electric Supply and Delivery service taken though a single meter used in and around the residence for domestic purposes.

This Schedule is intended for service to single residential house keeping units and is not intended for multi-family dwellings, for processing of farm products produced by others, for separately metered operations, for commercial or industrial purposes. The member shall not use a motor in excess of 10 H.P. without prior approval of the Cooperative. This rate is available to those members whose service accommodates the necessary metering requirements.

a. This rate may be limited to a maximum of 500 Members requesting service.

2. CONTRACT TERM

Contracts will be required for all Members receiving service under this service classification. The contract will be for an initial term of one (1) year with automatic month-to-month extension until terminated by either party.

3. MONTHLY RATE

Service Classification	**12 Month Billing Rate**
Distribution Delivery Service	
Service Charge	$30.00
Distribution Charge	
All kWh	$0.021314
Renewable Resource Fund	$0.000178
Electric Supply Service	
Electric Supply Service Charge	
On Peak kWh (3P-6P)	$0.251970
Off Peak kWh (5A-3P, 6P-11P)	$0.072220
Super Off-Peak kWh (11P-5A)	$0.066820
Power Cost Adjustment/kWh	$0.012161

RESIDENTIAL BEAT THE PEAK TOU
SCHEDULE R-BTP (Continued)

4. PEAK HOURS

On-Peak Hours:
3:00 pm to 6:00 pm Eastern Standard Time

Off Peak Hours:
5:00 am to 3:00 pm and 6:00 pm to 11:00 pm Eastern Standard Time

Super Off-Peak Hours:
11:00 pm to 5:00 am Eastern Standard Time

5. MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be the Service Charge.

6. ELECTRIC SUPPLY SERVICE

Until such time that the Member elects to purchase its electric supply services from an Electric Supplier, other than the Cooperative, the Cooperative shall provide combined Electric Supply and Delivery Service for the Member. When the Member has not exercised the right to an alternative Electric Supplier, then the Cooperative shall be the electric supplier and shall provide combined Electric Supply and Delivery Service for the Member.

7. POWER COST ADJUSTMENT

The Residential Time-of-Use rate is subject to any adjustments to the Power Cost Adjustment (PCA) as determined by Section 16.

8. TERMS AND CONDITIONS

The terms and conditions applicable to Electric Supply and Delivery Service for the Members of Delaware Electric Cooperative, Inc. shall govern where applicable, the delivery of service under this service classification.

9. TERMS OF PAYMENT

The bills are due when rendered and are past due in twenty-seven (27) days from the date of the bill. Upon written notice of past due account and notice of termination of service, the Cooperative may terminate service.

GENERAL SERVICE
SCHEDULE GS

1. AVAILABILITY

Available to Members of the Cooperative for all non-residential Electric Delivery or Electric Supply and Delivery Service with a maximum average monthly demand of less than 50 KW during the previous twelve (12) months including commercial and small industrial service; churches, schools, office buildings, including public buildings, irrigation systems, and separately metered service, except as may be increased to reflect transformation and other facilities investment required. This will be by contract with a minimum thirty (30) month term.

This Schedule is also available for unmetered service to amplifiers, repeaters, and other such electronic equipment of telephone companies, CATV companies, and other Members, as well as traffic signals, directional signals, railroad crossing signals and other such unmetered facilities.

2. TYPE OF SERVICE

Alternating current, sixty (60) cycles, single or three phase service, at the Cooperative's standard primary or secondary voltage.

3. MONTHLY RATE

The monthly charges and rates under this Service Classification are:

Service Classification	12 Month Billing Rate
Distribution Delivery Service	
Service Charge	$30.00
Distribution Charge	
All kWh	$0.022498
Renewable Resource Fund	$0.000178
Electric Supply Service	
Electric Supply Service Charge	
First 700 kWh	$0.111090
Over 700 kWh	$0.101090
Power Cost Adjustment/kWh	$0.012161

4. MINIMUM MONTHLY CHARGE

The minimum monthly bill under this Schedule shall be the Service Charge, except as may be increased to reflect transformation and other facilities investment required. This will be by contract with a minimum thirty (30) month initial term.

GENERAL SERVICE
SCHEDULE GS (Continued)

5. ELECTRIC SUPPLY AND DELIVERY

Until such time that the Member has the right to purchase its electric supply services from an Electric Supplier, other than the Cooperative, the Cooperative shall provide combined Electric Supply and Delivery Service for the Member. When the Member has the right to select an Electric Supplier and has not exercised that right, then the Cooperative shall be the electric supplier and shall provide combined Electric Supply and Delivery Service for the Member.

6. UNMETERED SERVICE

For unmetered service, the monthly billing kWh will remain constant from month to month unless the facility is changed. At the time of the installation or a change in the usage, the billing kWh will be calculated by the Cooperative by multiplying 730 hours by the maximum kW of the facility which would normally be operating at any one time. The bill will be calculated by pricing the billing kWh as above. A monthly Customer charge will be applied to this account.

7. CONTRACT AND TERM

All Members service under this Schedule must sign a contract with the Cooperative for service. The term of such contracts shall be for not less than one year.

8. TERMS AND CONDITIONS

The terms and conditions applicable to Electric Delivery or Electric Supply and Delivery Service for the Members of the Delaware Electric Cooperative, Inc. shall govern, where applicable, the delivery of service under this Service Classification.

9. PUBLIC UTILITIES TAX

In addition to the charges provided for herein, the Cooperative shall bill monthly an additional amount equal to the applicable taxable amount, in accordance with the laws of the State of Delaware.

10. TERMS OF PAYMENT

The bills are due when rendered and past due in twenty-seven (27) days from the date of the bill. Upon written notice of past due account and notice of termination of service, the Cooperative may terminate service.

11. POWER COST ADJUSTMENT

The General Service rate is subject to any adjustments to the Power Cost Adjustment (PCA) as determined by Section 16.

GENERAL SERVICE
SCHEDULE GS-TOU

OPTIONAL GENERAL SERVICE TIME OF USE METERED RATE

1. AVAILABILITY

Available to Members of the Cooperative for all non-residential Electric Delivery or Electric Supply and Delivery Service with a maximum average monthly demand of less than 50 kW during the previous twelve (12) months including public buildings, irrigation systems, and separately metered service, except as may be increased to reflect transformation and other facilities investment required. This rate is available to those members whose service accommodates the necessary metering requirements.

a. Whose usage for the past year exceeds 1,500 kilowatt hours each month of the year, and
b. This rate may be limited to a maximum of 500 Members requesting service.

2. CONTRACT TERM

Contracts will be required for all Members receiving service under this service classification. The contract will be for initial term of one (1) year with automatic month-to-month extensions until terminated by either party.

3. MONTHLY RATE

The monthly charges and rates under this Service Classification are:

Service Classification	12 Month Billing Rate
Distribution Delivery Service	
Service Charge	$32.00
Distribution Charge	
All kWh	$0.022498
Renewable Resource Fund	$0.000178
Electric Supply Service	
Electric Supply Service Charge	
On Peak kWh	$0.323060
Off Peak kWh	$0.087360
Power Cost Adjustment/kWh	$0.012161

4. PEAK HOURS

On-Peak Hours:
5:00 pm to 9:00 pm Monday through Friday Eastern Standard Time

Off Peak Hours:
All non-On-Peak Hours.

GENERAL SERVICE
GS-TOU (Continued)

5. MINIMUM MONTHLY CHARGE

The minimum monthly bill under this schedule shall be the Service Charge, except as may be increased to reflect transformation and other facilities investment required. This will be by contract with a minimum thirty (30) month term.

6. ELECTRIC SUPPLY SERVICE

Until such time that the Member elects to purchase its electric supply services from an Electric Supplier, other than the Cooperative, the Cooperative shall provide combined Electric Supply and Delivery Service for the Member. When the Member has not exercised the right to an alternative Electric Supplier, then the Cooperative shall be the electric supplier and shall provide combined Electric Supply and Delivery Service for the Member.

7. POWER COST ADJUSTMENT

The General Service Time-of-Use rate is subject to any adjustments to the Power Cost Adjustment (PCA) as determined by Section 16.

8. TERMS AND CONDITIONS

The terms and conditions applicable to electric service for the Members of Delaware Electric Cooperative, Inc. shall govern, where applicable, the delivery of service under this Service Classification.

9. PUBLIC UTILITIES TAX

In addition to the charges provided for herein, the Cooperative shall bill monthly an additional amount equal to the applicable taxable amount, in accordance with the laws of the State of Delaware.

10. TERMS OF PAYMENT

The bills are due when rendered and past due in twenty-seven (27) days from the date of the bill. Upon written notice of past due account and notice of termination of service, the Cooperative may terminate service.

IRRIGATION SERVICE
SCHEDULE IR

1. AVAILABILITY (CLOSED TO ADDITIONAL USERS)

Available to Members of the Cooperative for irrigation service with a maximum monthly demand of less than 100 KW. The maximum monthly demand shall be the highest actual demand of any month, in a twelve-month period, not an average for the twelve (12) month's monthly demand.

2. TYPE OF SERVICE

Alternating current, sixty (60) cycles, single or three phase service, at the Cooperative's standard primary or secondary voltage.

3. MONTHLY RATE

The monthly charges and rates under this Service Classification are:

Service Classification	**12 Month Billing Rate**
Distribution Delivery Service	
Service Charge	$22.00
Distribution Charge	
All kWh	$0.107732
Renewable Resource Fund	$0.000178
Electric Supply Service	
Electric Supply Service Charge	
First 10,000 kWh	$0.080500
Over 10,000 kWh	$0.050300
Power Cost Adjustment/kWh	$0.012161

4. MINIMUM MONTHLY CHARGE

The minimum monthly bill under this Schedule shall be the Service Charge unless increased by contract to cover the transformer cost.

5. ELECTRIC SUPPLY SERVICE

Until such time that the Member has the right to purchase its electric supply services from an Electric Supplier, other than the Cooperative, the Cooperative shall provide combined Electric Supply and Delivery Service for the Member. When the Member has the right to select an Electric Supplier and has not exercised that right, then the Cooperative shall be the electric supplier and shall provide combined Electric Supply and Delivery Service for the Member.

IRRIGATION SERVICE
SCHEDULE IR (Continued)

6. CONTRACT AND TERM

All Members served under this Schedule must sign a contract with the Cooperative for service. The term of such contracts shall be for not less than one year and may be longer if investment requires.

7. TERMS AND CONDITIONS

The terms and conditions applicable to Electric Delivery or Electric Supply and Delivery Service for the Members of the Delaware Electric Cooperative, Inc. shall govern, where applicable, the delivery of service under this Service Classification.

8. PUBLIC UTILITIES TAX

In addition to the charges provided for herein, the Cooperative shall bill monthly an additional amount equal to the applicable taxable amount indicated above, in accordance with the laws of the State of Delaware.

9. TERMS OF PAYMENT

The bills are due when rendered and past due in twenty-seven (27) days from the date of the bill. Upon written notice of past due account and notice of termination of service, the Cooperative may terminate service.

10. POWER COST ADJUSTMENT

The Irrigation Service rate is subject to any adjustments to the Power Cost Adjustment (PCA) as determined by Section 16.

IRRIGATION - DEMAND OFF-PEAK
SCHEDULE IR-DOP

1. AVAILABILITY

Available to Members of the Cooperative combined Electric Delivery and Electric Supply Service for irrigation service with a maximum monthly demand of less than 100 KW. The maximum monthly demand shall be the highest actual demand of any month, in a twelve month period, not an average for the twelve (12) month's monthly demand. Member must be able to operate during non-peak periods based on the Cooperative's monthly billed demand from its supplier. Service will be subject to an agreement in writing between the member and the Cooperative. The agreement shall have a term of one year and may be renewed annually.

In calculating the Member bills, only local system capacity (demand) charge will be assessed for the maximum demand recorded during the nonpeak periods. The on-peak periods are Monday through Friday 7:00 a.m. to 9:00 p.m. in the winter season and Monday through Friday 10:00 a.m. to 9:00 p.m. and Saturdays and Sundays 1:00 p.m. to 8:00 p.m. during the period of the year when Eastern Daylight Time is in effect.

The Cooperative reserves the right to restrict the amount of off-peak power available to any individual member and to restrict the total amount of off-peak power available on its system.

Failure to restrict operations to non-peak periods will cause the month's billing to be determined by the IR-D rate schedule rather than the IR-DOP rate schedule.

2. TYPE OF SERVICE

Alternating current, sixty (60) cycles, single or three phase service, at the Cooperative's standard primary or secondary voltage.

3. MONTHLY RATE

The monthly charges and rates under this Service Classification are:

Service Classification	12 Month Billing Rate
Distribution Delivery Service	
Service Charge	$22.00
Distribution Charge	
All kWh	$0.106263
Renewable Resource Fund	$0.000178
Electric Supply Service	
Demand Rate $/kW	$2.50
Electric Supply Service Charge	
All kWh	$0.076384
Power Cost Adjustment/kWh	$0.012161

IRRIGATION - DEMAND OFF-PEAK
SCHEDULE IR-DOP (Continued)

4. MINIMUM MONTHLY CHARGE

The minimum monthly bill under this Schedule shall be the Service Charge unless it is increased by contract to cover the transformer cost.

5. CONTRACT AND TERM

All Members served under this Schedule must sign a contract with the Cooperative for service. The term of such contract shall be not less than twelve (12) months. When the Member requires facilities over and above that normally furnished, including transformer size, voltage or other equipment, the Cooperative may require a higher minimum or longer term contract.

6. TERMS AND CONDITIONS

The terms and conditions applicable to Electric Delivery or Electric Supply and Delivery Service for the Members of the Delaware Electric Cooperative, Inc., shall govern, where applicable, the delivery of service under this service classification.

7. PUBLIC UTILITIES TAX

In addition to the charges provided for herein, the Cooperative shall bill monthly an additional amount equal to the applicable taxable amount indicated above, in accordance with the laws of the State of Delaware.

8. TERMS OF PAYMENT

The bills are due when rendered and past due in twenty-seven (27) days from the date of the bill. Upon written notice of past due account and notice of termination of service, the Cooperative may terminate service.

9. POWER COST ADJUSTMENT

The Irrigation Demand Off Peak Service rate is subject to any adjustments to the Power Cost Adjustment (PCA) as determined by Section 16.

IRRIGATION - DEMAND
SCHEDULE IR-D

1. AVAILABILITY

Available to Members of the Cooperative for irrigation service with a maximum monthly demand of less than 100 KW. The maximum monthly demand shall be the highest actual demand of any month, in a twelve (12) month rolling period, not an average for the twelve (12) month's monthly demand.

The Cooperative reserves the right to restrict the amount of off-peak power available to any individual member and to restrict the total amount of off-peak power available on its system.

2. TYPE OF SERVICE

Alternating current, sixty (60) cycles, single or three phase service, at the Cooperative's standard primary or secondary voltage.

3. MONTHLY RATE

The monthly charges and rates under this Service Classification are:

Service Classification	12 Month Billing Rate
Distribution Delivery Service	
Service Charge	$22.00
Distribution Charge	
All kWh	$0.048811
Demand $/kW	$5.02
Renewable Resource Fund	$0.000178
Electric Supply Service	
Electric Supply Service Charge	
First 10,000 kWh	$0.049400
Over 10,000 kWh	$0.036900
Demand Rate $/kW	$2.09
Power Cost Adjustment/kWh	$0.012161

4. MINIMUM MONTHLY CHARGE

The minimum monthly bill under this Schedule Shall be the Service Charge, unless it is increased by contract to cover the transformer cost.

5. ELECTRIC SUPPLY SERVICE

Until such time that the Member has the right to purchase its electric supply services from an Electric Supplier, other than the Cooperative, the Cooperative shall provide combined Electric Supply and Delivery Service for the Member. When the Member has the right to select an

IRRIGATION - DEMAND
SCHEDULE IR-D (Continued)

Electric Supplier and has not exercised that right, then the Cooperative shall be the electric supplier and shall provide combined Electric Supply and Delivery Service for the Member.

6. CONTRACT AND TERM

All Members served under this Schedule must sign a contract with the Cooperative for service. The term of such contract shall be not less than twelve (12) months. When the Member requires facilities over and above that normally furnished, including transformer size, voltage or other equipment, the Cooperative may require a higher minimum or longer term contract.

7. TERMS AND CONDITIONS

The terms and conditions applicable to Electric Delivery or Electric Supply and Delivery Service for the Members of the Delaware Electric Cooperative, Inc. shall govern, where applicable, the delivery of service under this service classification.

8. PUBLIC UTILITIES TAX

In addition to the charges provided for herein, the Cooperative shall bill monthly an additional amount equal to the applicable taxable amount indicated above, in accordance with the laws of the State of Delaware.

9. TERMS OF PAYMENT

The bills are due when rendered and past due in twenty-seven (27) days from the date of the bill. Upon written notice of past due account and notice of termination of service, the Cooperative may terminate service.

10. POWER COST ADJUSTMENT

The Irrigation Demand Service rate is subject to any adjustments to the Power Cost Adjustment (PCA) as determined by Section 16.

LARGE COMMERCIAL
SCHEDULE LC

1. AVAILABILITY

Available to Members of the Cooperative taking Electric Delivery or Electric Supply and Delivery Service at one point of delivery having an average monthly demand of fifty (50) kilowatts or more during the previous twelve (12) months.

2. TYPE OF SERVICE

Alternating current, sixty (60) cycle, single or three phase, secondary or primary, at available standard voltage. Phasing and voltage shall be at the option of the Cooperative.

3. MONTHLY RATE

The monthly charges and rates under this Service Classification are:

Service Classification	**Billing Rates**
Distribution Delivery Service	
Service Charge	$30.00
Distribution Charge	
All kWh	$0.021212
Demand Rate $/kW	$2.10
Renewable Resource Fund	$0.000178
Electric Supply Service	
Electric Supply Service Charge	
All kWh	$0.048799
Demand Rate $/kW	$11.85
Power Cost Adjustment/kWh	$0.012161

4. BILLING DEMAMD

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

5. MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be the Service Charge, except as may be increased by contract based on the investment in transformation and facilities required. A minimum kilowatt demand level may be set to justify the investment.

6. OFF-PEAK SERVICE (HAS BEEN REPLACED BY SCHEDULE LC-CL)

LARGE COMMERCIAL
SCHEDULE LC (Continued)

7. POWER FACTOR ADJUSTMENT

In any month in which the power factor for any Member is less than 90%, the Cooperative will increase the Member's billing demand otherwise determined by one percent (1%) for each full percent by which the Member's power factor falls below 90%.

8. ELECTRIC SUPPLY SERVICE

Until such time that the Member has the right to purchase its electric supply services from an Electric Supplier, other than the Cooperative, the Cooperative shall provide combined Electric Supply and Delivery Service for the Member. When the Member has the right to select an Electric Supplier and has not exercised that right, then the Cooperative shall be the electric supplier and shall provide combined Electric Supply and Delivery Service for the Member. If a Member with a peak monthly demand of 300 kW or more has purchased its electric supply services from an Electric Supplier other than the Cooperative and then returns to the Cooperative for its electric supply services, the Member must remain with the Cooperative's Electric Supply Service for at least twelve (12) months before the Member may select another Electric Supplier.

9. PUBLIC UTILITIES TAX

In addition to the charges provided for herein, the Cooperative shall bill monthly an additional amount equal to the applicable taxable amount, in accordance with the laws of the State of Delaware.

10. CONTRACT TERM

All Members served under this Schedule must sign a contract with the Cooperative for service. The term of such contract shall be not less than thirty (30) months. When special facilities have been installed to provide service, the Cooperative may require a longer term contract in lieu of a special facilities charge.

11. TERMS AND CONDITIONS

The terms and conditions, applicable to Electric Delivery or Electric Supply and Delivery Service for the Members of the Delaware Electric Cooperative, Inc., shall govern, where applicable, the delivery of service under this Service Classification.

12. TERMS OF PAYMENT

The bills are due when rendered and past due in twenty-seven (27) days from the date of the bill. Upon written notice of past due account and notice of termination of service, the Cooperative may terminate service.

13. POWER COST ADJUSTMENT

The Large Commercial service rate is subject to any adjustments to the Power Cost Adjustment (PCA) as determined by Section 16.

LARGE COMMERCIAL - CONTROLLED LOAD
SCHEDULE LC-CL

1. AVAILABILITY

Available to Members of the Cooperative taking combined Electric Delivery and Electric Supply Service at one point of delivery having an average monthly demand of 20 kilowatts or more during the previous twelve (12) months and having the ability to control peak load during specified periods when the Cooperative is experiencing its monthly peak.

The Cooperative reserves the right to restrict the amount of off-peak power available to any individual member and to restrict the total amount of off-peak power available on its system.

2. TYPE OF SERVICE

Alternating current, sixty (60) cycle, single or three phase, secondary or primary, at available standard voltage. Phasing and voltage shall be at the option of the Cooperative.

3. MONTHLY RATE

The monthly charges and rates under this Service Classification are:

Service Classification	Billing Rates
Distribution Delivery Service	
Service Charge	$30.00
Distribution Charge	
All kWh	$0.028543
Demand Charge $/kW Control Period	-
Demand Charge $/kW Non-Control Period	$3.00
Renewable Resource Fund	$0.000178
Electric Supply Service	
Electric Supply Service Charge	
All kWh	$0.070370
Demand Rate $/kW Control Period	$9.20
Demand Rate $/kW Non-Control Period	-
Power Cost Adjustment/kWh	$0.012161

4. BILLING DEMAND

The billing demand shall be the sum of the maximum kilowatt demands established by the Member for a period of fifteen (15) consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter for both the control period and non-control period.

LARGE COMMERCIAL - CONTROLLED LOAD
SCHEDULE LC-CL (Continued)

5. MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be the Service Charge, except as may be increased by contract based on the investment in transformation and facilities required. A minimum kilowatt demand level may be set to justify the investment.

6. NOTIFICATION OF CONTROL PERIODS

The Member has a choice of notification methods for the projected control periods during the month. Notification will be done at least one hour before the control period, except in an emergency. These methods are:

A. Fax notice to Member's designated agent;

B. Electronic activation of switch to turn on or turn off certain controls controlling load which the Member wishes to control. In the latter case, Delaware Electric Cooperative will not be responsible, beyond a good faith effort to get a positive signal through to the service location to be controlled. The Member shall provide an access point in the control wiring for Delaware Electric Cooperative to install an electronic signal device. After its installation, it shall be responsibility of the Member to ensure the safe and appropriate starting and shutdown of the load controlled. The Member shall hold Delaware Electric Cooperative harmless from all claims arising from the installation, operation, maintenance, and removal of its signal switch.

7. POWER FACTOR ADJUSTMENT

In any month in which the power factor for any Member is less than 90%, the Cooperative will increase the Member's billing demand otherwise determined by one percent (1%) for each full percent by which the Member's power factor falls below 90%.

LARGE COMMERCIAL - CONTROLLED LOAD
SCHEDULE LC-CL (Continued)

8. PUBLIC UTILITIES TAX

In addition to the charges provided for herein, the Cooperative shall bill monthly an additional amount equal to the applicable taxable amount, in accordance with the laws of the State of Delaware.

9. CONTRACT TERM

All Members served under this Schedule must sign a contract with the Cooperative for service. The term of such contract shall be not less than twelve (12) months. When the Member requires facilities over and above that normally furnished, including transformer size, voltage or other equipment, the Cooperative may require a higher minimum or longer term contract.

10. TERMS AND CONDITIONS

The terms and conditions, applicable to Electric Delivery and Electric Supply Service for the Members of the Delaware Electric Cooperative, Inc. shall govern, where applicable, the delivery of service under this service classification.

11. TERMS OF PAYMENT

The bills are due when rendered and past due in twenty-seven (27) days from the date of the bill. Upon written notice of past due account and notice of termination of service, the Cooperative may terminate service.

12. POWER COST ADJUSTMENT

The Large Commercial – Controlled Load Service rate is subject to any adjustments to the Power Cost Adjustment (PCA) as determined by Section 16.

LARGE COMMERCIAL - PRIMARY
SCHEDULE LC-P

1. AVAILABILITY

Available to Members of the Cooperative taking Electric Delivery Service or Electric Supply and Delivery Service at one point of delivery having a demand of 50 kilowatts or more during the previous twelve (12) months, where service is taken at primary voltage (7200/12,470 volts) or higher and the Member owns and maintains all transformers, switching, and protective equipment. The Cooperative reserves the option to meter at the low tension side of Member's transformers and install transformer loss compensators to reflect true losses in Member's transformers.

2. TYPE OF SERVICE

Alternating current, sixty (60) cycle, single or three phase, secondary or primary, at available standard voltage. Phasing and voltage shall be at the option of the Cooperative.

3. MONTHLY RATE

The monthly charges and rates under this Service Classification are:

Service Classification	Billing Rates
Distribution Delivery Service	
Service Charge	$196.00
Distribution Charge	
All kWh	$0.008389
Demand Charge $/kW	$2.90
Renewable Resource Fund	$0.000178
Electric Supply Service	
Electric Supply Service Charge	
All kWh	$0.055475
Demand Rate $/kW	$7.93
Power Cost Adjustment/kWh	$0.012161

4. BILLING DEMAND

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

5. MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be the Service Charge, except as may be increased by contract based on the investment in transformation and facilities required. A minimum kilowatt demand level may be set to justify the investment.

LARGE COMMERCIAL - PRIMARY
SCHEDULE LC-P (Continued)

6. POWER FACTOR ADJUSTMENT

In any month in which the power factor for any Member is less than 90%, the Cooperative will increase the Member's billing demand otherwise determined by one percent (1%) for each full percent by which the Member's power factor falls below 90%.

7. ELECTRIC SUPPLY SERVICE

Until such time that the Member has the right to purchase its electric supply services from an Electric Supplier, other than the Cooperative, the Cooperative shall provide combined Electric Supply and Delivery Service for the Member. When the Member has the right to select an Electric Supplier and has not exercised that right, then the Cooperative shall be the electric supplier and shall provide combined Electric Supply and Delivery Service for the Member. If a Member with a peak monthly demand of 300 kW or more has purchased its electric supply services from an Electric Supplier other than the Cooperative and then returns to the Cooperative for its electric supply services, the Member must remain with the Cooperative's Electric Supply Service for at least twelve (12) months before the Member may select another Electric Supplier.

8. PUBLIC UTILITIES TAX

In addition to the charges provided for herein, the Cooperative shall bill monthly an additional amount equal to the applicable taxable amount in accordance with the laws of the State of Delaware.

9. CONTRACT TERM

All Members served under this Schedule must sign a contract with the Cooperative for service. The term of such contracts shall be not less than thirty (30) months. When special facilities have been installed to provide service, the Cooperative may require a longer term contract in lieu of a special facilities charge.

10. TERMS AND CONDITIONS

The terms and conditions, applicable to Electric Service for the Members of Delaware Electric Cooperative, Inc., shall govern, where applicable, the delivery of service under this service classification.

11. TERMS OF PAYMENT

The bills are due when rendered and past due in twenty-seven (27) days from the date of the bill. Upon written notice of past due account and notice of termination of service the Cooperative may terminate service.

12. POWER COST ADJUSTMENT

The Large Commercial Primary Service rate is subject to any adjustments to the Power Cost Adjustment (PCA) as determined by Section 16.

LARGE COMMERCIAL - PRIMARY CONTROLLED LOAD
SCHEDULE LC-PCL

1. AVAILABILITY

Available to Members of the Cooperative taking combined Electric Delivery and Electric Supply Service from the Cooperative at one point of delivery having a demand of 50 kilowatts or more during the previous twelve (12) months, where service is taken at primary voltage (7,200/12,470 volts) or higher and the Member owns and maintains all transformers, switching, and protective equipment, and can control peak load during periods when the Cooperative is experiencing its monthly peak. The Cooperative reserves the option to meter at the low tension side of Member's transformers and install transformer loss compensators to reflect true losses in Member's transformers.

The Cooperative reserves the right to restrict the amount of off-peak power available to any individual member and to restrict the total amount of off-peak power available on its system.

2. TYPE OF SERVICE

Alternating current, sixty (60) cycle, single or three phase, secondary or primary, at available standard voltage. Phasing and voltage shall be at the option of the Cooperative.

3. MONTHLY RATE

The monthly charges and rates under this Service Classification are:

Service Classification	**Billing Rates**
Distribution Delivery Service	
Service Charge	$196.00
Distribution Charge	
All kWh	$0.008389
Demand Charge $/kW Control Period	-
Demand Charge $/kW Non-Control Period	$3.00
Renewable Resource Fund	$0.000178
Electric Supply Service	
Electric Supply Service Charge	
All kWh	$0.055475
Demand Rate $/kW Control Period	$9.20
Demand Rate $/kW Non-Control Period	-
Power Cost Adjustment/kWh	$0.012161

5. MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be the Service Charge, except as may be increased by contract based on the investment in transformation and facilities required. A minimum kilowatt demand level may be set to justify the investment.

LARGE COMMERCIAL - PRIMARY CONTROLLED LOAD
SCHEDULE LC-PCL (Continued)

6. NOTIFICATION OF CONTROL PERIODS

The Member has a choice of notification method for the projected control periods during the month. Notification will be done at least one (1) hour before the control period, except in an emergency. These methods are:

A. Fax notice to Member's designated agent;

B. Electronic activation of switch to turn on or turn off certain controls controlling load which the Member wishes to control. In the latter case, Delaware Electric Cooperative will not be responsible, beyond a good faith effort to get a positive signal through to the service location to be controlled. The Member shall provide an access point in the control wiring for Delaware Electric Cooperative to install an electronic signal device. After its installation, it shall be the responsibility of the Member to ensure the safe and appropriate starting and shutdown of the load controlled. The Member shall hold Delaware Electric Cooperative harmless from all claims arising from the installation, operation, maintenance, and removal of its signal switch.

7. POWER FACTOR ADJUSTMENT

In any month in which the power factor for any Member is less than 90%, the Cooperative will increase the Member's billing demand otherwise determined by one percent (1%) for each full percent by which the Member's power factor falls below 90%.

8. PUBLIC UTILITIES TAX

In addition to the charges provided for herein, the Cooperative shall bill monthly an additional amount equal to the applicable taxable amount, in accordance with the laws of the State of Delaware.

9. CONTRACT TERM

All Members served under this Schedule must sign a contract with the Cooperative for service. The term of such contract shall be not less than twelve (12) months. When the Member

LARGE COMMERCIAL - PRIMARY CONTROLLED LOAD
SCHEDULE LC-PCL (Continued)

requires facilities over and above that normally furnished, including transformer size, voltage or other equipment, the Cooperative may require a higher minimum or longer term contract.

10. TERMS OF PAYMENT

The bills are due when rendered and past due in twenty-seven (27) days from the date of the bill. Upon written notice of past account and notice of termination, the Cooperative may terminate service.

11. TERMS AND CONDITIONS

The terms and conditions, applicable to Electric Service for the Members of the Delaware Electric Cooperative, Inc., shall govern, where applicable, the delivery of service under this service classification.

12. POWER COST ADJUSTMENT

The Large Commercial - Primary Controlled Load Service rate is subject to any adjustments to the Power Cost Adjustment (PCA) as determined by Section 16.

LIGHTING SERVICE
SCHEDULE L-1

1. AVAILABILITY

Available to Members, governments, agencies, public and private organizations desiring Electric Delivery or Electric Supply and Delivery Services through unmetered services for roadway and area lighting.

2. CHARACTER OF SERVICE

Dusk to dawn outdoor lighting for Members' properties in close proximity to existing secondary circuits, and public lighting for streets and highways using luminaries designed for such use.

3. CONTRACT TERM AND BILLING

Standard contracts shall be for a term of five (5) years. Bills will be rendered monthly. Where service under this schedule is associated with metered service, billing will be consolidated. Where service is not associated with metered service, a charge equal to the GS Schedule Member charge will be added to cover the associated costs of billing and related Member costs not reflected in the lighting schedule. If it is necessary to set a transformer to serve lighting not located where metered service exists, a one-time charge of two hundred dollars ($200.00) will be made to cover the cost of installation and losses.

4. POWER COST ADJUSTMENT

All Lighting rates are subject to any adjustments to the Power Cost Adjustment (PCA) as determined by Section 16.

5. MONTHLY RATE

Service Classifications	Distribution Delivery	Supply	Total
LED			
Road Luminaire			
156 W. LED	$11.89	$2.85	$14.74
Post Top Luminaire			
45 W. Colonial	$7.89	$0.80	$8.69
45 W. Contemporary	$7.89	$0.80	$8.69
70 W. Arlington 12'	$21.39	$1.20	$22.59
70 W. Arlington 12' - DSC	$22.39	$1.20	$23.59
70 W. Arlington 10'	$20.58	$1.20	$21.78
70 W. Arlington 10' - DSC	$21.58	$1.20	$22.78
70 W. Arlington DBL 12'	$37.10	$2.40	$39.50
70 W. Arlington DBL 12' - DSC	$38.10	$2.40	$40.50
70 W. RSL 10’	$20.58	$1.20	$21.78
70 W. RSL 12’	$21.39	$1.20	$22.59
60 W. Granville 10'	$23.69	$1.05	$24.74
60 W. Granville 12'	$23.69	$1.05	$24.74
Parking Lot Luminaire			
200 W. LED 1 fixture on pole	$23.34	$3.77	$27.11
200 W. LED 2 fixtures on pole	$34.95	$7.54	$42.49
200 W. LED 3 fixtures on pole	$47.07	$11.31	$58.38
200 W. LED 4 fixtures on pole	$59.70	$15.08	$74.78
Area Lighting Luminaire			
60 W. LED	$5.95	$1.05	$7.00
120 W. LED Floodlight	$13.46	$1.28	$14.74
60 W. LED2 Area Light	$11.86	$1.05	$12.91
High Pressure Sodium (HPS)			
Road Luminaire			
100 W. HPS	$6.69	$2.00	$8.69
Post Top Luminaire			
100 W. Contemporary	$6.69	$2.00	$8.69
100 W. Colonial	$6.69	$2.00	$8.69
100 W. Arlington 12'	$20.59	$2.00	$22.59
100 W. Arlington 10'	$19.78	$2.00	$21.78
100 W. Arlington DBL 12'	$35.50	$4.00	$39.50
100 W. RSL 10’	$19.78	$2.00	$21.78
100 W. RSL 12’	$20.59	$2.00	$22.59
100 W. Granville 10'	$22.74	$2.00	$24.74
100 W. Granville 12'	$22.74	$2.00	$24.74
Area Lighting Luminaire			
100 W.	$5.00	$2.00	$7.00
250 W.	$7.91	$5.00	$12.91

Service Classifications	Distribution Delivery	Supply	Total
Yard Light			
50 W. HPS	$5.13	$1.00	$6.13
Mercury Vapor Lamp			
Road Luminaire			
175 W.	$5.21	$3.50	$8.71
275 W.	$3.29	$5.50	$8.79
400 W.	$6.76	$8.01	$14.77
Post Top Luminaire			
175 W. Contemporary	$5.21	$3.50	$8.71
175 W. Colonial	$5.21	$3.50	$8.71
Area Lighting Luminaire			
175 W.	$3.52	$3.50	$7.02
400 W.	$4.92	$8.01	$12.93
Metal Halide			
Yard Light			
100 W. Halide	$6.71	$2.00	$8.69
Accessories			
30’ Pole –120V Supply	$1.00		$1.00

6. DESCRIPTION OF EQUIPMENT

A. All luminaries are equipped with individual photocell control to provide dusk to dawn illumination.

B. Roadway Luminaries are equipped with a closed refractor and provide a type III light distribution pattern. The basic unit is installed on a nominal fifteen (15) feet long aluminum bracket mounted on an existing wood pole and connected to an existing 120-volt supply within one (1) span of that pole.

C. Post Top Luminaries are offered in contemporary, colonial or other approved fixtures. They provide a type III light distribution pattern. The basic unit includes a standard pole with up to fifteen (15) feet above grade mounting height. Connection to the DEC underground system within a distance not to exceed ten feet (10') is included.

D. Area Lighting Luminaries are equipped with an open refractor. They provide a type V light distribution pattern. The unit includes an approximately two (2) feet long bracket attached to an existing wood pole and connected to an existing 120-volt supply within one (1) span of that pole.

E. Parking lot luminaires are similar to "B" above, but are offered in multiplies of two, three and four units on one metal pole with long arm brackets. The basic units are mounted twenty (20) to thirty (30) feet above grade and are served from 120/240-volt underground supply.

F. Treated Wood Poles are offered for Roadway or Area Lighting Luminaires. The new location must be accessible to DEC utility vehicles for installation, maintenance and removal and within one hundred and fifty (150) feet of the 120’-volt source.

G. For overhead fixtures, a maximum of one hundred fifty (150) circuit feet or one (1) span of 120-volt Supply Circuit is provided with the light. 120-volt Supply Circuit beyond that length may be provided at the sole discretion of the Cooperative. Additional distances over one hundred and fifty (150) feet will be billed on an actual cost basis.

H. Lights are provided for connection to an existing 120-volt source in the Cooperative system. If such a source does not exist at the required location, the Cooperative may, at its sole option, provide one at the Member's expense.

7. TERMS AND CONDITIONS

A. The lighting equipment supplied will be the types of luminaries and poles currently being furnished by DEC at the time of installation.

B. DEC shall furnish, install, operate and maintain the outdoor lighting equipment including lamp, luminaire, bracket or standard, control device and electrical connection to the DEC system.

C. DEC shall have the right at any time to replace existing equipment or components thereof with that currently used by DEC.

D. Mercury vapor & high-pressure sodium luminaries will be installed only at the Cooperative's option. As existing mercury vapor or high-pressure sodium luminaries require major maintenance, they will be replaced with comparable LED luminaries.

E. The lighting equipment provided by DEC shall remain the property of DEC. The Member shall protect the lighting equipment from deliberate damage.

F. The Member shall allow authorized DEC representatives to enter upon the Member's premises to maintain the installation, trim trees and shrubs as required and for removal of the lighting equipment upon termination of service under this schedule.

G. Post Top Luminaries are available only where underground distribution exists.

H. Area Lighting luminaires must be installed where accessible for DEC utility vehicles to set the pole and service the unit. The Member shall be responsible for notification of the location of any septic system or other underground installation which could be damaged by a utility vehicle.

I. Post Top Luminaries must be installed in an accessible location, as determined by the Cooperative, and within a distance not to exceed ten (10) circuit feet of the 120-volt supply.

J. Area Lighting Luminaries will not be installed in developments.

K. If a developer desires lighting equipment for his development other than that offered by DEC, service may, at the option of DEC be provided. The developer must supply equipment satisfactory to DEC. The developer must own, install, maintain and bear all costs associated with the lighting system. DEC will connect the equipment to the distribution system at the developer's expense. This service is not available to individual Members.

L. Revision, relocation or modification to a lighting installation done at the request of the Member shall be paid for by the Member.

M. If a lighting installation is removed at the request of the Member or as a result of delinquency before the five (5) year contract expires, the Member must pay a prorata share of the cost of installation and removal based on the number of months remaining on the contract.

N. In cases where the lighting installation is disconnected or removed because the account has become delinquent, lighting will not be reconnected or reinstalled until the member has paid in advance the full cost of disconnection or removal and reconnection or reinstallation.

8. UMMETERED LIGHTING

Unmetered lighting will be billed as provided under the General Service classification.

9. TERMS OF PAYMENT

The above rates are due when the bill is rendered and are past due twenty-seven (27) days from the date on the bill. Upon written notice of past due account and notice of termination of service, DEC may terminate service.

CREDITCARD PAYMENT OPTION
SCHEDULE CCPO

1. AVAILABILITY

The credit card payment option is available to those Members who prefer a method other than cash or check for services rendered which include, but are not limited to, the monthly electric service bill (current or past-due), any cost for line extension or temporary service, member deposit and the following fees: membership, transfer and reconnect.

2. DISCOUNT RATE (TRANSACTION FEE)

The applicable discount rate or transaction fee for use of the credit card will be assumed by the Cooperative as a cost of doing business with no penalty or assessment made to a member.

3. CARD AUTHORIZATION

Acceptance of the credit card is subject to card authorization and individual transaction approval from the card issuer.

4. FEES

Any credit card that has been charged back will result in an additional charge of twenty-five dollars ($25.00) per transaction.

NET ENERGY METERING RIDER
SCHEDULE NEM

1. DESCRIPTION

A Net Energy Metering (NEM) facility consists of one or more Renewable Energy Generating Facilities (REGF) physically located in DEC's service territory and interconnected with and on the load side of the DEC metering point of interconnection.

2. AVAILABILITY

This Rider is available to any individual Member who owns and operates; leases and operates; or contracts with a third party who owns and operates a renewable energy generating facility (REGF) that uses as its primary source of fuel: solar, wind, hydro, a fuel cell, or gas from the anaerobic digestion of organic material; the electric generation facility, and:

A. For residential Members which have a capacity of not more than 25 kilowatts AC per meter, for non-residential Members, a capacity of not more than 500 kilowatts AC per meter, and for Farm Members (as described in Del Code 3, 902(3)), a capacity that will not exceed 100 kilowatts AC per meter unless granted exception to this limitation by DEC.

B. Is interconnected and operated in parallel or as a net zero exporting system with the Company's transmission and/or distribution facilities;

C. Is designed to produce no more than 110% of the Member's average annual consumption, calculated on the average of the two previous 12 month periods of actual electrical usage at the time of installation of the REGF and subject to the capacity limits specified above. For new building construction or in instances where less than two previous 12 month periods of actual usage is available, electrical consumption will be estimated at 110% of the consumption of units of similar size and characteristics at the time of installation of the REGF and subject to the same capacity limits specified above;

D. If the total generating capacity of all REGF using net metering systems served by DEC exceeds eight (8%) of the capacity necessary to meet the electric utility's aggregated Member monthly peak demand for a particular calendar year, DEC may elect not to provide net metering services to any additional Member-generators; and

E. Nothing in this tariff is intended in any way to limit eligibility for NEM services based upon direct ownership, joint ownership, or third-party ownership or financing agreement related to an electric generation facility, where NEM would otherwise be available.

F. Is not served under a Time-of Use rate classification, including but not limited to schedules R-BTP, GS-TOU and IR-DOP

3. BILLING AND BILLING CREDIT TERMS

The monthly rates, rate elements and billing unit provisions shall be those as stated under the Member's applicable rate classification. During any billing period when a REGF produces more energy than that consumed by the Member, DEC will credit the Member in kWh's, valued at an amount per kWh equal to the sum of volumetric (kWh) components of the Distribution Service Charge and Supply Service Charge for residential Members and the sum of the volumetric energy

(kWh) components of the Distribution Service Charge and Supply Service Charges for non-residential Members for any excess energy production of their member-generator in the applicable billing period. Excess kWh credits shall be credited to subsequent billing periods to offset a Member's consumption in those billing periods until all credits are used or to the end of the annualized billing period. During any subsequent billing period prior to the end of the annualized billing period, the crediting of excess energy kWh will result in the reduction of cost paid by the Member for the equivalent volumetric energy (kWh) components of Distribution Service Charge, if applicable, and Supply Service Charge.

For Energy Supply and Delivery Service Members, at the end of the annualized billing period, the Cooperative shall not reimburse, credit or otherwise remunerate the net energy metering member for any excess kWh credits.

If a NEM Member terminates its service with DEC or changes to a third party electric supplier, the electric supplier terminating service shall treat the end of service period as if it were the end of the annualized billing period for any excess kWh credits.

Until the participating REGF has received written Final Approval authorizing connection to the DEC system and the member has met all other requirements of this Rider, no current or past excess credits will be issued to the Member account.

4. MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be same as that under the Member's applicable rate classification. Where the REGF is a stand-alone system the minimum monthly charge will be set as if the REGF were a load source. Any excess kWh credits shall not reduce any fixed monthly Member charges imposed by DEC.

5. RENEWABLE ENERGY CREDITS

The Member shall retain ownership of Renewable Energy Credits (RECs) associated with electric energy produced from the REGF.

6. TYPE OF SERVICE

The delivery voltage of the electric generation facility shall be at the same voltage level and at the same delivery point as if the Member were purchasing all of its electricity from the DEC.

7. CONTRACT TERM

The contract term shall be same as that under the Member's applicable rate classification.

NET ENERGY METERING RIDER
SCHEDULE NEM (Continued)

8. TERMS AND CONDITIONS

The terms and conditions applicable to Electric Supply and Delivery Service for the Members of Delaware Electric Cooperative, Inc. shall govern where applicable, the delivery of service under this service classification.

9. METERING

Unless otherwise specified under the PJM interconnection process, the electric meter at the Member's location shall measure the net energy consumed by the Member or the net energy delivered by the Member's electric generation facility for the monthly billing period. DEC shall furnish, install, maintain and own all the metering equipment needed for measurement of the service supplied. Under this Rider, DEC shall provide, at no additional direct charge to the Member, an electric meter programmed to measure the net watt-hours consumed by the Member or the net watt-hours delivered by the Member to DEC for the monthly billing period. Where a larger capacity meter is required to serve the Member that has an REGF, or a larger capacity meter is requested by the Member, the Member shall pay DEC the difference between the larger capacity meter investment and the metering investment normally provided under the Member's rate classification.

10. INTERCONNECTION TO THE DEC SYSTEM

Interconnection with the Company's system requires the installation of protective equipment which provides safety for personnel, affords adequate protection against damage to the DEC system or to the Member's property, and prevents any interference with DEC's supply of service to other Members. DEC shall not be liable for any loss, cost, damages or expense to any party resulting from the use or presence of electric current or potential which originates form a REGF, except as DEC would be liable in the normal course of business.

Any Member who elects this rider and intends to interconnect a REGF with the DEC distribution and/or transmission system must submit a completed Interconnection Application which can be found at http://www.delaware.coop to be reviewed by the DEC prior to installation of the REGF.

The REGF shall not be connected and operated in parallel to the DEC system unless it meets all applicable safety and performance standards established by the National Electric Code, The Institute of Electrical and Electronics Engineers, including compliance with IEEE 1547, Underwriters Laboratories, and as currently detailed in the "Technical Requirements For Member Owned Generation" document which can be found at http://www.delaware.coop.

The Member must obtain, at the member's expense, all necessary inspections and approvals required by the local public authorities before the REGF is connected to the DEC electric system.

Connection by DEC under this Rider does not imply that the DEC has inspected or certified that any REGF has complied with any necessary local codes or applicable safety or performance standards. All inspections, certifications and compliance with applicable local codes and safety requirements are the sole responsibility of the REGF owner and must be provided to DEC prior to system acceptance and parallel operation with the DEC system.

NET ENERGY METERING RIDER
SCHEDULE NEM (Continued)

The Member's equipment must be installed and configured so that parallel operation must cease immediately and automatically during system outages or loss of the DEC electric source. The Member must also cease parallel operation upon notification by DEC of a system emergency, abnormal condition, or in cases where such operation is determined to be unsafe, interferes with the supply of service to other Members, or interferes with the DEC system maintenance or operation. Such protective equipment shall be installed, owned and maintained by the Member at the Member's expense.

If it is necessary for DEC to extend or modify portions of the system to accommodate the delivery of electricity from the REGF, such extension or modification shall be performed by DEC at the Members expense.

Where the REGF is greater than 25 kilowatts AC the REGF shall be required to adhere to the "Technical Requirements For Member Owned Generation" where applicable and can be found at http://www.delaware.coop.

DEC shall not require eligible NEM Members who meet all applicable safety and performance standards to install excessive controls, perform or pay for unnecessary tests, or purchase excessive liability insurance.

11. FAILURE TO COMPLY

If the Member fails to comply with any of the requirements set forth in section 10 above, DEC may disconnect the Member's service from the DEC electric system until the requirements are met, or the REGF is disconnected from the Member's electric system.

12. PUBLIC UTILITIES TAX

In addition to the charges provided for herein, the Cooperative shall bill monthly an additional amount equal to the applicable taxable amount, in accordance with the laws of the State of Delaware unless the rate classification is exempt from such tax.

AGGREGATED NET ENERGY METERING
SCHEDULE ANEM

1. DESCRIPTION

An Aggregated Net Energy Metering (ANEM) facility consists of one or more Renewable Energy Generating Facilities (REGF) physically located in DEC's service territory and interconnected with a single Member having multiple meters and desires to share the REGF energy production among multiple accounts of the same Member. Participating generators may be designed as a stand-alone facility with its own meter, or a REGF located behind the meter which would be net-metered with excess generation shared with multiple accounts of the same Member.

2. AVAILABILITY

This Rider is available to any Member with multiple meters under one or multiple accounts. Rider ANEM is available to individual Members who own and operate; lease and operate; or contract with a third party who owns and operates a renewable energy generating facility (REGF) that uses as its primary source of fuel: solar, wind, hydro, a fuel cell, or gas from the anaerobic digestion of organic material or is a grid-integrated electric vehicle, and:

A. For residential Members which have a capacity of not more than 25 kilowatts AC per meter, for non-residential Members, a capacity of not more than 500 kilowatts AC per meter, and for Farm Members (as described in Del Code 3, 902(3)), a capacity that will not exceed 100 kilowatts AC per meter unless granted exception to this limitation by DEC. When the Member's multiple meters include multiple rate classifications, the maximum REGF facility capacity will be the cumulative total of these meter capacity limits subject to the limit described in Section 1 (C) below;

B. Is interconnected and operated in parallel with the Company's transmission and/or distribution facilities;

C. Is designed to produce no more than 110% of the Host Member's expected aggregated meters electrical consumption, calculated on the average of the two previous 12 month periods of actual electrical usage at the time of installation of the REGF and subject to the capacity limits specified above. For new building construction or in instances where less than two previous 12 month periods of actual usage is available, electrical consumption will be estimated at 110% of the consumption of units of similar size and characteristics at the time of installation of the REGF and subject to the same capacity limits specified above;

D. Is owned by one Member that is the same person or legal entity which has multiple meters under the same account or different accounts, regardless of the physical location and rate class. The Member may aggregate the meters for the purpose of net metering regardless of which individual meter receives energy from a REGF provided that:

i) DEC shall allow meter aggregation for Member accounts of which DEC provides electric supply service; and

ii) At least ninety days before a Member can participate under this tariff, the Member shall file an Aggregated Meter Interconnection Application with DEC available at: http://www.delaware.coop; and include the following information:

AGGREGATED NET ENERGY METERING
SCHEDULE ANEM (Continued)

a) a list of individual meters the Member seeks to aggregate, identified by name, address, rate schedule, and account number, and ranked according to the order in which the Member desires to apply credit; and
b) a description of the REGF, including the facility's location, capacity, and fuel type or generating technology, and;

iii) The Member may change its list of aggregated meters no more than once annually by providing ninety days' written notice; and

iv) Credit shall be applied first to the meter through which the REGF supplies electricity, then through the remaining meters for the Member's accounts according to the rank order as specified in accordance with Section D (ii); and

v) Credit in kilowatt-hours (kWh) shall be valued according to each account's rate schedule as specified in Section D (ii)a; and

vi) DEC may require that a Member's aggregated meters be read on the same billing cycle;

E. If the total generating capacity of all REGF using net metering systems served by DEC exceeds eight (8%) of the capacity necessary to meet the electric utility's aggregated Member monthly peak demand for a particular calendar year, DEC may elect not to provide net metering services to any additional Member-generators; and

F. Nothing in this tariff is intended in any way to limit eligibility for ANEM services based upon direct ownership, joint ownership, or third-party ownership or financing agreement related to an electric generation facility, where ANEM would otherwise be available.

3. BILLING AND BILLING CREDIT TERMS

The monthly rates, rate elements and billing unit provisions shall be those as stated under the Member's applicable rate classification. During any billing period when a REGF produces more energy than the Host Member's total kWh consumed, DEC will credit the remaining Member accounts in kWh's, valued at an amount per kWh equal to the sum of volumetric energy (kWh) components of the delivery service charges and supply service charges for residential and non-residential Members in the applicable billing period and under the applicable rate schedule for each account until all credits are used or the end of the annualized billing period. kWh credits shall be applied to the Member accounts in the rank order requested in the Member's Interconnection Application form for ANEM service.

At the end of the annualized billing period, the Cooperative shall not reimburse, credit or otherwise remunerate the aggregated net energy metering member for any excess kWh credits.

AGGREGATED NET ENERGY METERING
SCHEDULE ANEM (Continued)

Until the participating REGF has received written Final Approval authorizing connection to the DEC system and the Member has met all other requirements of this Rider, no current or past excess credits will be issued to the Member or Subscriber account(s).

4. MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be same as that under the Host Member's applicable rate classification. Where the REGF is a stand-alone system the minimum monthly charge will be set as if the REGF were a load source. Any excess kWh credits shall not reduce any fixed monthly Member charges imposed by DEC.

5. RENEWABLE ENERGY CREDITS

The Member shall retain ownership of Renewable Energy Credits (RECs) associated with electric energy produced from the REGF.

6. TYPE OF SERVICE

The delivery voltage of the electric generation facility shall be at the same voltage level and at the same delivery point as if the Member were purchasing all of its electricity from the DEC.

7. CONTRACT TERM

The contract term shall be same as that under the Member's applicable rate classification.

8. TERMS AND CONDITIONS

The terms and conditions applicable to Electric Supply and Delivery Service for the Members of Delaware Electric Cooperative, Inc. shall govern where applicable, the delivery of service under this service classification.

9. METERING

Unless otherwise specified under the PJM interconnection process, the electric meter at the Member's location shall measure the net energy consumed by the Member or the net energy delivered by the Member's electric generation facility for the monthly billing period. DEC shall furnish, install, maintain and own all the metering equipment needed for measurement of the service supplied. Under this Rider, DEC shall provide, at no additional direct charge to the Member, an electric meter programmed to measure the net watt-hours consumed by the Member or the net watt-hours delivered by the Member to DEC for the monthly billing period. Where a larger capacity meter is required to serve the Member that has an REGF, or a larger capacity meter is requested by the Member, the Member shall pay DEC the difference between the larger capacity meter investment and the metering investment normally provided under the Member's rate classification.

AGGREGATED NET ENERGY METERING
SCHEDULE ANEM (Continued)

10. INTERCONNECTION TO THE DEC SYSTEM

Interconnection with the Company's system requires the installation of protective equipment which provides safety for personnel, affords adequate protection against damage to the DEC system or to the Member's property, and prevents any interference with DEC's supply of service to other Members. DEC shall not be liable for any loss, cost, damages or expense to any party resulting from the use or presence of electric current or potential which originates form a REGF, except as DEC would be liable in the normal course of business.

Any Member who elects this rider and intends to interconnect a REGF with the DEC distribution and/or transmission system must submit a completed Interconnection Application which can be found at http://www.delaware.coop. to be reviewed by the DEC prior to installation of the REGF.

The REGF shall not be connected and operated in parallel to the DEC system unless it meets all applicable safety and performance standards established by the National Electric Code, The Institute of Electrical and Electronics Engineers, including compliance with IEEE 1547, Underwriters Laboratories, and as currently detailed in the "Technical Requirements For Member Owned Generation" document which can be found at http://www.delaware.coop.

The Member must obtain, at the member's expense, all necessary inspections and approvals required by the local public authorities before the REGF is connected to the DEC electric system.

Connection by DEC under this Rider does not imply that the DEC has inspected or certified that any REGF has complied with any necessary local codes or applicable safety or performance standards. All inspections, certifications and compliance with applicable local codes and safety requirements are the sole responsibility of the REGF owner and must be provided to DEC prior to system acceptance and parallel operation with the DEC system.

The Member's equipment must be installed and configured so that parallel operation must cease immediately and automatically during system outages or loss of the DEC electric source. The Member must also cease parallel operation upon notification by DEC of a system emergency, abnormal condition, or in cases where such operation is determined to be unsafe, interferes with the supply of service to other Members, or interferes with the DEC system maintenance or operation. Such protective equipment shall be installed, owned and maintained by the Member at the Member's expense.

If it is necessary for DEC to extend or modify portions of the system to accommodate the delivery of electricity from the REGF, such extension or modification shall be performed by DEC at the Members expense.

Where the REGF is greater than 25 kilowatts AC the REGF shall be required to adhere to the "Technical Requirements For Member Owned Generation" where applicable and can be found at http://www.delaware.coop.

DEC shall not require eligible ANEM Members who meet all applicable safety and performance standards to install excessive controls, perform or pay for unnecessary tests, or purchase excessive liability insurance.

AGGREGATED NET ENERGY METERING
SCHEDULE ANEM (Continued)

11. FAILURE TO COMPLY

If the Member fails to comply with any of the requirements set forth in section 10 above, DEC may disconnect the Member's service from the DEC electric system until the requirements are met, or the REGF is disconnected from the Member's electric system.

12. PUBLIC UTILITIES TAX

In addition to the charges provided for herein, the Cooperative shall bill monthly an additional amount equal to the applicable taxable amount, in accordance with the laws of the State of Delaware unless the rate classification is exempt from such tax.

COMMUNITY NET ENERGY METERING
SCHEDULE CNEM

1. DESCRIPTION

A Community Net Energy Metering (CNEM) facility consists of one or more Renewable Energy Generating Facilities (REGF) physically located in DEC's service territory and interconnected with the DEC electrical system and has Members ("Subscribers" or "Subscribing Members") who share the energy production of the Community REGF. Participating generators may be designed as a stand-alone facility with its own meter, or a member-generator located behind the meter of a Member that is an owner or Member designated as a "Host" or "Host Member" which would be net-metered with excess generation shared with the Subscribing Members.

2. AVAILABILITY

This Rider is available to Members receiving Delivery and Supply service who become one of multiple owners or Members, as the Host or Subscriber, who share the energy production of a Community REGF that:

A. For residential Members which have a capacity of not more than 25 kilowatts AC per meter, for non-residential Members a capacity of not more than 500 kilowatts AC per meter, and for Farm Members (as described in Del Code 3, 902(3)), a capacity of not more than 100 kilowatts AC per meter unless granted exception to this limitation by DEC;

B. A renewable energy generating facility (REGF) that uses as its primary source of fuel:

1. Solar photovoltaic or solar thermal energy technologies that employ solar radiation to produce electricity or to displace electricity use;

2. Electricity derived from wind energy;

3. Electricity derived from ocean energy including wave or tidal action, currents, or thermal differences;

4. Geothermal energy technologies that generate electricity with a steam turbine, driven by hot water or steam extracted from geothermal reservoirs in the earth's crust;

5. Electricity generated by a fuel cell powered by renewable fuels;

6. Electricity generated by the combustion of gas from the anaerobic digestion of organic material;

7. Electricity generated by a hydroelectric facility that has a maximum design capacity of 30 megawatts or less from all generating units combined that meet appropriate environmental standards as determined by DNREC;

8. Electricity generated from the combustion of biomass that has been cultivated and harvested in a sustainable manner as determined by DNREC and is not combusted to produce energy in a waste to energy facility or in an incinerator, as that term is defined in Title 7.

COMMUNITY NET ENERGY METERING
SCHEDULE CNEM (Continued)

9. A grid-integrated electric vehicle that meets the requirements and definition of the Delaware code.

C. A Community REGF is designed to produce no more than 110% of the community's aggregate electrical consumption of its individual Host and Subscribers, calculated on the average of the two previous 12 month periods of actual electrical usage. For new building construction or in instances where less than two previous 12 month periods of actual usage is available, electrical consumption will be estimated at 110% of the consumption of units of similar size and characteristics at the time of installation of energy generating equipment;

D. Host and Subscribing Members must share a unique set of interests, and must all be receiving Delivery and Supply service by DEC;

E. DEC may require all of REGF and Subscriber's meters to be read on the same billing cycle;

F. Each Community REGF shall be connected in parallel operation with the DEC electric system and shall have adequate protective equipment as described in Section 10 below;

G. Before a Community REGF may be formed and served by DEC, the community proposing a REGF shall file with a DEC and the Delaware Energy Office a Community Interconnection application that includes the following information:

1. a list of Subscribing Members identified by name, address, rate schedule, and account number; and

2. a description of the Community REGF, including the facility's physical location, the Host Member's physical location, capacity, fuel type or generating technology, and how the Host and Subscribing Members share a unique set of interests.

The CEF Interconnection Application is available at http://www.delaware.coop. After DEC has accepted the CEF application, the community should allow up to 90 days for preparations to be made for this rider to go into effect;

H. A Community REGF may change its list of Host and Subscriber accounts as specified in Section G(1) no more than quarterly by providing written notice to DEC and should allow for up to 90 days for the request change to go into effect; and

I. If the Community REGF removes any Subscribers from the list (originally)provided under Section G (1), then the Community REGF may be required to replace there moved Subscriber(s) or reduce the generating capacity of the Community REGF to remain compliant with the provisions provided under Section A and C above.

J. Neither Host Members nor owners of Community REGF shall be subject to regulation as either public utilities or an Electric Supplier.

K. Nothing in this rate schedule is intended in any way to limit eligibility for net energy metering services based upon direct ownership, joint ownership, or third-party ownership or

COMMUNITY NET ENERGY METERING
SCHEDULE CNEM (Continued)

financing agreement related to a Community REGF, where net energy metering would otherwise be available.

L. If the total generating capacity of all member-generators using net metering systems served by an electric utility exceeds eight (8%) of the capacity necessary to meet DEC's aggregated monthly peak demand for a particular calendar year, DEC may elect not to provide Net Metering services to additional Members.

3. BILLING AND BILLING CREDIT TERMS

The monthly rates, rate elements and billing unit provisions shall be those as stated under the Member's applicable rate classification. During any billing period when a REGF produces more energy than the Host Member's total kWh consumed, DEC will credit the Subscribers in kWh's, valued at an amount per kWh equal to the sum of volumetric energy (kWh) components of the delivery service charges and supply service charges for residential and non-residential Subscribers in the applicable billing period and under the applicable rate schedule for each account until all credits are used or the end of the annualized billing period. kWh credits shall be applied to the Member and Subscriber accounts in the rank order requested in the Member's Interconnection Application form for CNEM service.

At the end of the annualized billing period, the Cooperative shall not reimburse, credit or otherwise remunerate the community metering member for any excess kWh credits.

Until the participating REGF has received written Final Approval authorizing connection to the DEC system and the Member has met all other requirements of this Rider, no current or past excess credits will be issued to the Member or Subscriber account(s).

4. MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be same as that under the Member's applicable rate classification. Where the REGF is a stand-alone system the minimum monthly charge will be set as if the REGF were a load source. Any excess kWh credits shall not reduce any fixed monthly Member charges imposed by DEC.

5. RENEWABLE ENERGY CREDITS

The Member shall retain ownership of Renewable Energy Credits (RECs) associated with electric energy produced from the Community REGF.

COMMUNITY NET ENERGY METERING
SCHEDULE CNEM (Continued)

6. TYPE OF SERVICE

The delivery voltage of the electric generation facility shall be at the same voltage level and at the same delivery point as if the Member were purchasing all of its electricity from the DEC.

7. CONTRACT TERM

The contract term shall be same as that under the Member's applicable rate classification.

8. TERMS AND CONDITIONS

The terms and conditions applicable to Electric Supply and Delivery Service for the Members of Delaware Electric Cooperative, Inc. shall govern where applicable, the delivery of service under this service classification.

9. METERING

Unless otherwise specified under the PJM interconnection process, the electric meter at the Member's location shall measure the net energy consumed by the Member or the net energy delivered by the Member's electric generation facility for the monthly billing period. DEC shall furnish, install, maintain and own all the metering equipment needed for measurement of the service supplied. Under this Rider, DEC shall provide, at no additional direct charge to the Member, an electric meter programmed to measure the net watt-hours consumed by the Member or the net watt-hours delivered by the Member to DEC for the monthly billing period. Where a larger capacity meter is required to serve the Member that has an REGF, or a larger capacity meter is requested by the Member, the Member shall pay DEC the difference between the larger capacity meter investment and the metering investment normally provided under the Member's rate classification.

10. INTERCONNECTION TO THE DEC SYSTEM

Interconnection with the Company's system requires the installation of protective equipment which provides safety for personnel, affords adequate protection against damage to the DEC system or to the Member's property, and prevents any interference with DEC's supply of service to other Members. DEC shall not be liable for any loss, cost, damages ore expense to any party resulting from the use or presence of electric current or potential which originates form a REGF, except as DEC would be liable in the normal course of business.

Any Member who elects this rider and intends to interconnect a REGF with the DEC distribution and/or transmission system must submit a completed Interconnection Application which can be found at http://www.delaware.coop to be reviewed by the DEC prior to installation of the REGF.

The REGF shall not be connected and operated in parallel to the DEC system unless it meets all applicable safety and performance standards established by the National Electric Code, The Institute of Electrical and Electronics Engineers, including compliance with IEEE 1547, Underwriters Laboratories, and as currently detailed in the "Technical Requirements For Member Owned Generation" document which can be found at http://www.delaware.coop.

COMMUNITY NET ENERGY METERING
SCHEDULE CNEM (Continued)

The Member must obtain, at the member's expense, all necessary inspections and approvals required by the local public authorities before the REGF is connected to the DEC electric system.

Connection by DEC under this Rider does not imply that the DEC has inspected or certified that any REGF has complied with any necessary local codes or applicable safety or performance standards. All inspections, certifications and compliance with applicable local codes and safety requirements are the sole responsibility of the REGF owner and must be provided to the Company prior to system acceptance and parallel operation with the DEC system.

The Member's equipment must be installed and configured so that parallel operation must cease immediately and automatically during system outages or loss of the DEC electric source. The Member must also cease parallel operation upon notification by DEC of a system emergency, abnormal condition, or in cases where such operation is determined to be unsafe, interferes with the supply of service to other Members, or interferes with the DEC system maintenance or operation. Such protective equipment shall be installed, owned and maintained by the Member at the Member's expense.

If it is necessary for DEC to extend or modify portions of the system to accommodate the delivery of electricity from the REGF, such extension or modification shall be performed by DEC at the Members expense.

Where the REGF is greater than 25 kilowatts AC the REGF shall be required to adhere to the "Technical Requirements For Member Owned Generation" where applicable and can be found at http://www.delaware.coop.

DEC shall not require eligible CNEM Members who meet all applicable safety and performance standards to install excessive controls, perform or pay for unnecessary tests, or purchase excessive liability insurance.

11. FAILURE TO COMPLY

If the Member fails to comply with any of the requirements set forth in section 10 above, DEC may disconnect the Member's service from the DEC electric system until the requirements are met, or the REGF is disconnected from the Member's electric system.

12. PUBLIC UTILITIES TAX

In addition to the charges provided for herein, the Cooperative shall bill monthly an additional amount equal to the applicable taxable amount, in accordance with the laws of the State of Delaware unless the rate classification is exempt from such tax.

RESIDENTIAL SERVICE - LOAD MANAGEMENT RIDER
SCHEDULE R-LM

1. AVAILABILITY

This Rider is available to Members of the Cooperative taking service under the Cooperatives Residential Service and Residential Beak the Peak TOU rates.

In addition, this Rider is limited to those Members of the Cooperative taking combined Distribution Delivery Service and Electric Supply Service from the Cooperative.

Availability is limited to those Members meeting the above criteria who have domestic electric hot water heaters or central air conditioning units of appropriate size and condition to justify inclusion in the Cooperative's Load Management program. All of the Members' like appliances must be connected to the Cooperative's cycling equipment.

Availability is further limited to those Members with an average billing period usage of five hundred (500) kilowatt hours based on their summer (June, July, August and September) billing periods. In periods in which the usage drops below five hundred (500) kilowatt hours, no water heater credit will be given.

The Cooperative reserves the right to limit the number of members taking service under this Rider. For current availability please contact the Cooperative.

2. CONTROL PERIODS

Service to electric central air conditioner compressors and electric domestic water heaters is typically subject to control by the Cooperative during peak demand and/or energy periods or high energy costs in the months of June, July, August and September, unless required by system operating conditions or excessive loads

3. LOAD MANAGEMENT CREDIT

Each Member served under this rate shall be given a credit of two dollars ($2.00), deducted from the monthly bill, for each month that the electric domestic water heater is controlled by the Cooperative (subject to limitations in Section One (1) above).

Each Member served under this rate shall be given a credit of two dollars ($2.00), deducted from the monthly bill for each summer month (June, July, August and September) that the central air conditioner compressor is controlled by the Cooperative. (subject to limitations in Section One (1) above).

RESIDENTIAL - LOAD MANAGEMENT RIDER
SCHEDULE R-LM (Continued)

Each Member served under this rate shall be given a credit of two dollars ($2.00), deducted from the monthly bill for each month that the central air conditioner is actually de-energized by the Cooperative during peak load periods. The credit will be given on the succeeding billing period following the month in which de-energization occurred.

4. EQUIPMENT

Each Member served under this rate agrees to allow the Cooperative to install, own, maintain or remove, at no expense to the Member, all equipment by the Cooperative to accomplish the purpose described herein.

5. TERMS AND CONDITIONS

Any action by the Member or agent to deactivate, circumvent or otherwise render the control system ineffective shall constitute tampering and be subject to disconnection as provided in Section 13.1.1 and 13.1.5. In such situations, the device will be removed, the cost of installation, removal and repair, if necessary, will be charged to the Member. If the time of the tampering can be determined, the amount of credits issued during that time period will be recaptured and charged to the Member. If the time of the tampering cannot be determined, the amount of the credits issued since the installation of the device will be recaptured and charged to the Member. In no event shall the period for recapture extend beyond thirty-six (36) months. Payment may be required to continue service. A deposit may also be required as provided under Section 12.9.4.6. Legal remedies may be taken as deemed appropriate.

6. CONTRACT TERM

Members participating in the load management program commit to participation for 12 consecutive months with month to month extensions until terminated by either party. Members opting out of the program or removed from the program for violating the terms and conditions of the program may be charged two dollars ($2.00) for each month remaining on their agreement, not to exceed twenty-four dollars ($24.00). **Effective January 1, 2021 the Cooperative will cease maintaining water heater control switches. If the Cooperative sends a representative to the property in response to a service call the representative will disconnect and/or remove the water heater control switch and the Member will no longer receive the monthly bill credit. Effective April 1, 2022 the Cooperative will cease maintaining legacy (Power Line Carrier) air conditioner control switches. If the Cooperative sends a representative to the property in response to a service call the representative will disconnect and/or remove the air conditioner control switch and the Member will no longer receive the monthly bill credit.**

CONTROLLABLE THERMOSTAT RIDER
SCHEDULE CT

1. AVAILABILITY

This Rider is limited to those Members of the Cooperative taking combined Distribution Delivery Service and Electric Supply Service from the Cooperative.

Members taking service under this schedule agree to allow the Cooperative to control the Members controllable thermostat during those times in which the demand for electricity is anticipated to be high, or as required to mitigate a system emergency or for economic purposes.

Availability is limited to those Members meeting the above criteria who have central air conditioning units of appropriate size and condition to justify inclusion in the Cooperative's Controllable Thermostat program.

The Cooperative reserves the right to limit the number of members taking service under this Rider. For current availability please contact the Cooperative.

2. CONTROL PERIODS

Controllable thermostats are typically subject to control by the Cooperative during peak demand and/or energy periods or high energy costs in the months of June, July, August and September unless required by system operating conditions or excessive loads.

3. LOAD MANAGEMENT CREDIT

Each Member served under this rider shall be given a one-time billing credit of twenty-five dollars ($25.00) per account. Each Member served under this rider shall be given a credit of five dollars ($5.00) per account, deducted from the monthly bill, for each month that the thermostat(s) is controlled by the Cooperative. The credit will be given on the succeeding billing period following the month in which control occurred.

4. EQUIPMENT

Each Member served under this rate agrees to allow the Cooperative to control the members thermostat(s) to accomplish the purpose described herein. The make and model of the thermostat(s) available to participate in the program shall be at the sole discretion of the Cooperative and may be subject to change. Please contact the Cooperative for a list of eligible thermostats.

CONTROLLABLE THERMOSTAT RIDER
SCHEDULE CT (Continued)

5. TERMS AND CONDITIONS

Any action by the Member to deactivate, circumvent, override or otherwise render the control system ineffective shall constitute tampering and shall be subject to removal from the program. If the time of the tampering can be determined, the amount of credits issued during that time period will be recaptured and charged to the Member. If the time of the tampering cannot be determined, the amount of the credits issued since the activation of the device may be recaptured and charged to the Member. In no event shall the period for recapture extend beyond twelve (12) months.

6. CONTRACT TERM

Members participating in the controllable thermostat program commit to participation for 12 consecutive months. Members opting out of the program or removed from the program for violating the terms and conditions of the program within the first 12 months may be charged back for any previous credits, not to exceed forty-five dollars ($45.00).

ECONOMIC DEVELOPMENT RATE
SCHEDULE EDR

1. AVAILABILITY

An EDR Member is defined as a retail member that within 24 months of becoming an EDR Member provides new load or an expansion of existing load of 1,000 kilowatts ("kW") or more, and that maintains a monthly peak of 1,000 kW or more as relates to the new or expanded load. To qualify as a 25 MW or greater EDR Member, the new or expanded load of the EDR Member must initially meet the 25 megawatts ("MW") load requirement for any hour within the billing month. The EDR Member must then continue to meet the 25 MW load requirement in an hour for six months in any 12-month rolling period.

Each EDR Member must sign a service agreement with the Cooperative of no less than five years ("Service Agreement").

Each EDR Member must provide documentation certifying that at least one of the following is true:

a. The new or expanded facility will result in the addition of no fewer than 25 additional, permanent full-time equivalent employees and capital investment of no less than $250,000.

b. The new or expanded facility will result in capital investment of no less than $500,000.

The Member will provide a single page report describing the retail EDR Member's type of business, nature of load, seasonality, capacity requirement, estimated load factor, and how the EDR Member complies with the requirements set forth in section 4. above. The report will also include a description of the importance of the EDR in the member's decision to locate or expand its facility in the Cooperative's service territory, including any competitive situations considered by the EDR Member. The information within the report will be used by DEC only for planning and informational purposes, and will be maintained confidential by DEC.

3. RATE

Please contact the Cooperative for current rates.

4. METERING REQUIREMENTS

Each EDR Member shall be metered with interval metering. The Cooperative shall be responsible for the installation and maintenance of the metering equipment for each EDR Member. For EDR Members qualifying by virtue of expansion of existing load, a separate sub-meter (as opposed to new member meter) shall be installed to meter and validate the additional load. The metering equipment and all procedures for the monthly retrieval and translation of data shall be coordinated with the Cooperative. The Cooperative shall be responsible for the monthly retrieval and translation of the meter data.

ECONOMIC DEVELOPMENT RATE
SCHEDULE EDR (Continued)

5. TOTAL POWER AND ENERGY REQUIREMENTS

Each EDR Member shall agree to purchase its total demand and energy requirements from the Cooperative during the term of the Service Agreement.

6. PARTICIPATION RESTRICTIONS AND LIMITATIONS

During the term of the Service Agreement, should an EDR Member no longer meet any of the terms and conditions associated with this program, the EDR Member shall cease to receive the Economic Development Rate.

SOLAR RIDER
SCHEDULE SR

1. AVAILABILITY

This rider is available to all member-owners and all rate classes; however, DEC reserves the right to limit purchases based on availability.

2. MONTHLY RATE

Solar renewable energy will be sold in blocks of 1,000 kWh (1 block = 1,000 kWh). The minimum purchase shall be one block. There is no maximum limit on the purchase of solar renewable energy, however the Cooperative reserves right to limit purchases based on availability.

The block rate will be charged to the member-owners bill for each block contracted for and is in addition to all costs associated with member's rate.

Solar Renewable Energy Block: $10.00 per 1 block (1,000 kWh)

The Solar Rider rate is subject to market conditions and will be reset annually on June 1.

The Cooperative shall "retire" one solar renewable energy credit (SREC) for each 1,000 kWh's consumed by its member-owners. The revenue derived from the sale of solar renewable energy shall be used to fund additional clean renewable energy projects of the Cooperative.

3. ELECTRIC SUPPLY SERVICE

The Solar Rider shall only be available to member-owners taking Electric Supply Service from the Cooperative.

4. CONTRACT AND TERM

Service under the Solar Rider shall be month to month and a member can cancel at any time.

ELECTRIC VEHICLE RIDER
SCHEDULE EV

1. AVAILABILITY

This Rider is available to Members of the Cooperative taking combined Distribution Delivery Service and Electric Supply Service from the Cooperative.

Availability is limited to those Members who are users of the Optiwatt application. Members will need to download the Optiwatt app to sign up for the program. Once signed up a signal will be sent to the onboard vehicle computer that will regulate the flow of power during control periods.

The Cooperative reserves the right to limit the number of members taking service under this Rider. For current availability please contact the Cooperative.

2. CONTROL PERIODS

Service EV's paired with Optiwatt are typically subject to control by the Cooperative during peak demand and/or energy periods or high energy costs in the months of June, July, August and September unless required by system operating conditions or excessive loads.

3. ELECTRIC VEHICLE CREDIT

Each Member served under this Rider shall be provided a one-time billing credit of $25.00. Each Member served under this Rider shall be given a credit of five dollars ($5.00), deducted from the monthly bill, for each month that the EV charger is controlled by the Cooperative. Simultaneous credits may not be received by Members who are users of both ChargePoint and Optiwatt.

4. EQUIPMENT

All EV charging equipment is the property of the owner, not the Cooperative. Participation in the program permits the Cooperative to control the times when an EV can charge from the Cooperative electrical system.

5. TERMS AND CONDITIONS

Any action by the Member or agent to deactivate, circumvent or otherwise render the EV control system ineffective during periods of control shall constitute tampering and may be subject to removal from the program. Legal remedies may be taken as deemed appropriate. Members opting out of 3 control periods within the calendar year may be subject to removal from this program.

6. CONTRACT TERM

Members participating in the EV charging program commit to participation for 12 consecutive months with month-to-month extensions until terminated by either party. Members opting out of the program within 12 months of enrollment or removed from the program for violating the terms and conditions of the program are subject to be billed up to the total amount of credits issued, not to exceed forty-five dollars ($45.00).

ELECTRIC VEHICLE FLEET RIDER
SCHEDULE EV-F

1. AVAILABILITY

This Rider is available to commercial Members of the Cooperative taking combined Distribution Delivery Service and Electric Supply Service from the Cooperative. Availability is limited to those Members who have a commercial interest and wish to install at least two commercial type vehicle chargers on a property they own or lease. Members will need to have all charging infrastructure placed on the Large Commercial-Controlled Load rate classification. Once signed up a signal will be sent to the commercial type charger that will regulate the flow of power during control periods (i.e. Beat the Peak alerts). The Cooperative reserves the right to limit the number of members taking service under this Rider. For current availability please contact the Cooperative.

2. CONTROL PERIODS

Service to EV chargers may be subject to control by the Cooperative during peak demand and/or energy periods or high energy costs each month throughout the year.

3. ELECTRIC VEHICLE CREDIT

Each Member served under this Rider shall be provided 100% of the cost to upgrade and/or provide electric service to the commercial fleet location with a limitation of $20,000 per location. If the cost is greater than the $20,000 limit, the remaining cost will be split 50/50 as per the DEC tariff.

4. EQUIPMENT

All EV Fleet charging equipment is the property of the owner, not the Cooperative. Participation in the program permits the Cooperative to control the times when an EV Fleet can charge from the Cooperative electrical system.

5. TERMS AND CONDITIONS

All charging infrastructure at the Members commercial location will be placed on the Large Commercial-Controlled Load rate for the entire term of participation. Members agree to provide data related to EV Fleet usage. Any action by the Member or agent to deactivate, circumvent or otherwise render the EV Fleet control system ineffective during periods of control shall constitute tampering and may be subject to removal from the program. Legal remedies may be taken as deemed appropriate.

6. CONTRACT TERM

Members participating in the EV charging program commit to participation for 5 years with annual extensions until terminated by either party. Members opting out of the program or removed from the program for violating the terms and conditions of the program may be charged in a pro-rata manner the costs incurred by the cooperative to establish service under this rider.

LARGE POWER – CONTRACT SERVICE
SCHEDULE LP-CS

1. AVAILABILITY

Available to Members of the Cooperative taking Electric Supply and Delivery Service at one point of delivery having a demand of 3,000 kilowatts or more during the previous twelve (12) months, where service is taken at primary voltage (7200/12,470 volts) or higher and the Member owns and maintains all transformers, switching, and protective equipment. The Cooperative reserves the option to meter at the low-tension side of Member's transformers and install transformer loss compensators to reflect true losses in Member's transformers.

2. TYPE OF SERVICE

Alternating current, sixty (60) cycle, three phase, primary, at available standard voltage. Phasing and voltage shall be at the option of the Cooperative.

3. MONTHLY RATE

The monthly charges and rates under this Service Classification are:

Service Classification	**Billing Rates**
Distribution Delivery Service	
Service Charge	$2500.00
Facilities Charge	Determined by Capital Investment
Renewable Resource Fund	$0.000178/kWh
Electric Supply Service	
Energy	Determined monthly by ODEC.
Demand	
Remaining Owned Capacity (ROC)	Determined yearly by ODEC.
Regional Transmission Operator (RTO)	Determined yearly by ODEC.
Transmission Billing Demand	Determined yearly by ODEC.

4. ENERGY CHARGE

Each month, the $/kWh Energy Charge set forth herein shall be based upon the actual charges billed by Old Dominion Electric Cooperative ("ODEC"). Prior month adjustments to the $/kWh Energy Charge may occur if there are such adjustments in the actual charges from ODEC.

5. DEMAND CHARGES

Each January, the $/kW Demand Charges set forth herein shall be determined to reflect the actual charges billed by ODEC. Revisions to the $/kW Demand Charges may occur in subsequent months if there are revisions in the actual charges from ODEC.

LARGE POWER – CONTRACT SERVICE
SCHEDULE LP-CS (Continued)

6. BILLING DEMANDS

Each January, the billing demands shall be calculated for the Member as follows:

ROC billing demand is the average demand of all hours from kWhs for the prior period September 1 through August 31.

RTO billing demand shall be calculated as the Member's average demand coincident with the five (5) highest sixty- (60) minute demands coincident with annual peak demands for during the PJM Capacity Year (June 1 – May 31).

Transmission billing demand shall be calculated as the Member's demand coincident with. the single zonal coincident peak (1 CP) for the previous PJM Transmission Year (November 1– October 31), within the Delmarva Transmission Zone.

7. FACILITIES CHARGE

The Facilities Charge shall be based upon the Cooperative's incremental Capital Investment at the commencement of initial service, if any, plus any additional Capital Investment added during the term of service for the benefit of the Consumer. The Consumer shall make a contribution in aid of construction for 50% all investment provided by the Cooperative.

8. MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be the sum of the Service Charge, Facilities Charge, and Demand Charges except as may be required by contract.

9. DEPOSIT

A deposit will be required for two (2) months of average bills plus any on-going demand charges incurred from ODEC due to the Member's termination of service.

10. POWER FACTOR ADJUSTMENT

In any month in which the power factor for any Member is less than 90%, the Cooperative will increase the Member's billing demand otherwise determined by one percent (1%) for each full percent by which the Member's power factor falls below 90%.

LARGE POWER – CONTRACT SERVICE
SCHEDULE LP-CS (Continued)

11. ELECTRIC SUPPLY SERVICE

Until such time that the Member has the right to purchase its electric supply services from an Electric Supplier, other than the Cooperative, the Cooperative shall provide combined Electric Supply and Delivery Service for the Member. When the Member has the right to select an Electric Supplier and has not exercised that right, then the Cooperative shall be the electric supplier and shall provide combined Electric Supply and Delivery Service for the Member. If a Member with a peak monthly demand of 3000 kW or more has purchased its electric supply services from an Electric Supplier other than the Cooperative and then returns to the Cooperative for its electric supply services, the Member must remain with the Cooperative's Electric Supply Service for at least twelve (12) months before the Member may select another Electric Supplier.

12. PUBLIC UTILITIES TAX

In addition to the charges provided for herein, the Cooperative shall bill monthly an additional amount equal to the applicable taxable amount in accordance with the laws of the State of Delaware.

13. CONTRACT TERM

All Members served under this Schedule must sign a contract with the Cooperative for service. The term of such contracts shall be not less than thirty (30) months.

14. TERMS AND CONDITIONS

The terms and conditions, applicable to Electric Service for the Members of Delaware Electric Cooperative, Inc., shall govern, where applicable, the delivery of service under this service classification.

15. TERMS OF PAYMENT

The bills are due when rendered and past due in twenty-seven (27) days from the date of the bill. Upon written notice of past due account and notice of termination of service the Cooperative may terminate service.

AGRICULTURAL RENEWABLE ENERGY GENERATING SYSTEM RIDER

SCHEDULE AG NEM

1. DESCRIPTION

An Agricultural Net Metering (AG NEM) facility consists of one or more Renewable Energy Generating Facilities (REGF), physically located on land actively devoted to agricultural, horticultural, or forestry use in DEC's service territory which is interconnected with and operating on the load side of the DEC metering point of interconnection.

2. AVAILABILITY

This Rider is available to any individual Member who owns and operates; leases and operates; or contracts with a third party who owns and operates an AG NEM facility that uses as its primary source of fuel: solar, wind, hydro, a fuel cell, or gas from the anaerobic digestion of organic material; and:

A. The Member applies to register a new or existing REGF as an AG NEM facility using such forms and providing such information as DEC shall require establishing eligibility for this Tariff.

B. The AG NEM facility located on land actively devoted to agricultural, horticultural, or forestry use pursuant to the criteria established in 9 Del C. § 8333;

C. The AG NEM facility has a capacity that does not exceed 150 kilowatts AC per meter unless granted a waiver of this limitation by DEC;

D. The AG NEM facility is interconnected and operated in parallel with DEC's transmission and/or distribution facilities;

E. The AG NEM facility is designed to produce no more than 110% of the Member's average annual consumption, calculated on the average of the two previous 12-month periods of actual electrical usage at the time of installation and subject to the capacity limit specified above.

F. Nothing in this tariff is intended in any way to limit eligibility based upon direct ownership, joint ownership, or third-party ownership or a financing agreement related to an REGF.

3. BILLING AND BILLING CREDIT TERMS

The monthly rates, rate elements, and billing unit provisions shall be as stated under the Member's applicable rate classification. During any billing period when an AG NEM facility produces more energy than consumed by the Member, DEC will credit the Member in kWhs for any excess energy production ("Excess kWh Credits"). Excess kWh Credits shall carry forward and be applied to subsequent billing periods to offset the Member's consumption in such billing periods. Excess kWh Credits at the end of the Annualized Billing Period shall continue to be carried forward on the Member's account and shall not revert to the Cooperative; provided, however, that the Cooperative shall not at the end of any Annualize Billing Period reimburse, credit, or otherwise remunerate a Member for Excess kWh Credits.

AGRICULTURAL RENEWABLE ENERGY GENERATING SYSTEM RIDER

SCHEDULE AG NEM (Continued)

If a Member terminates service with DEC or changes to a third-party electric supplier, DEC or the electric supplier terminating service shall treat the end of the service period as if it were the end of the Annualized Billing Period for any Excess kWh Credits. Any Excess kWh Credits at the time a Member terminates service or changes to a third-party electric supplier shall revert to DEC.

4. MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be same as that under the Member's applicable rate classification. Where the AG NEM system is a stand-alone system, the minimum monthly charge will be the service charge as applicable to the system size. Any Excess kWh Credits shall not reduce any fixed monthly charges imposed by DEC.

5. RENEWABLE ENERGY CREDITS

The Member shall retain ownership of any Renewable Energy Credits (RECs) associated with the electric energy produced by an AG NEM system unless the Member has relinquished the RECs pursuant to a separate agreement with DEC.

6. TYPE OF SERVICE

The delivery voltage of the electric generation facility shall be at the same voltage level and at the same delivery point as if the Member were purchasing all of its electricity from DEC.

7. TERMS AND CONDITIONS

All terms and conditions applicable to Electric Supply and Delivery Service for Members of DEC shall, where applicable, govern the delivery of service under this service classification.

8. METERING

Unless otherwise specified under the PJM interconnection process, the electric meter at the Member's location shall measure the net energy consumed by the Member or the net energy delivered by the Member's AG NEM system for each monthly billing period. DEC shall furnish, install, maintain, and own all the metering equipment needed for measuring the service supplied. DEC will provide, at no additional direct charge to the Member, an electric meter programmed to measure the net watt-hours consumed by the Member, or the net watt-hours delivered by the Member's AG NEM system to DEC, during the monthly billing period. Where a larger capacity meter is required to serve the Member, or a larger capacity meter is requested by the Member, the Member shall pay DEC the difference between the larger capacity meter investment and the metering investment normally provided under the applicable rate classification.

9. INTERCONNECTION TO THE DEC SYSTEM

Interconnection with DEC's electric distribution system requires the installation of protective equipment that provides safety for personnel, affords adequate protection against damage to the DEC system or to the Member's property, and prevents any interference with DEC's supply of

AGRICULTURAL RENEWABLE ENERGY GENERATING SYSTEM RIDER

SCHEDULE AG NEM (Continued)

service to other Members. DEC shall not be liable for any loss, cost, damages, or expense to any party resulting from the use or presence of electric current or potential which originates from a Member's AG NEM system, except as DEC would be liable in the normal course of business.

Any Member served under this rider must at all times comply with the terms and conditions set forth in the Interconnection Application (which can be found at http://www.delaware.coop) submitted to and approved by DEC.

An AG NEM system may not remain connected to and operated in parallel with DEC's system unless it meets all applicable safety and performance standards established by the National Electric Code, The Institute of Electrical and Electronics Engineers, including compliance with IEEE 1547, Underwriters Laboratories, and as currently detailed in the "Technical Requirements For Member Owned Generation" requirements which can be found at http://www.delaware.coop.

Connection by DEC under this Rider does not imply that the DEC has inspected or certified that any AG NEM system complies with any necessary local codes or applicable safety or performance standards. All inspections, certifications and compliance with applicable local codes and safety requirements are the sole responsibility of the owner of an AG NEM system.

The Member's equipment must be installed and configured so that parallel operation will cease immediately and automatically during system outages or loss of the DEC electric source. The Member must also cease parallel operation upon notification by DEC of a system emergency, abnormal condition, or in cases where such operation is determined to be unsafe, interferes with the supply of service to other Members, or interferes with DEC system maintenance or operation. Any protective equipment required by DEC must be installed, owned, and maintained by the Member at the Member's expense.

If it is necessary for DEC to extend, modify, or upgrade any portion of its distribution or transmission system to accommodate the delivery of electricity from an AG NEM system, such extension, modification, or upgrade will be made by DEC at the Member's expense.

DEC will not require a Member who owns an AG NEM system that meets all applicable safety and performance standards to install excessive controls, perform or pay for unnecessary tests, or purchase excessive liability insurance.

10. FAILURE TO COMPLY

If a Member fails to comply with any of the requirements set forth in section 9 above, DEC may disconnect the Member's service from the DEC electric system until the requirements are met, or the REGF is disconnected from the Member's electric system.

11. PUBLIC UTILITIES TAX

In addition to the charges provided for herein, DEC will monthly bill an additional amount equal to the applicable taxable amount, in accordance with the laws of the State of Delaware unless the rate classification is exempt from such tax.