



# ***TARIFFS, RULES & REGULATIONS***

## **Section II**

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**201.00 Rate Classification and Assignment**

Rate classification and assignment shall be made by the Cooperative in accordance with the availability and type of service provisions in its rate schedules. Rate schedules have been developed for the standard types of service provided by the Cooperative. If the Member's request for electric service involves unusual circumstances, usage, or load characteristics not regularly encountered by the Cooperative, the Cooperative may assign a suitable rate classification or enter into a special contract. Any special contract shall be filed with the regulatory authority having jurisdiction, if any.

**201.01 Rate Review**

The Cooperative may review the rate classification and assignments annually to determine if the Member is being billed on the correct rate schedule for their type of service and usage. The Cooperative may change the rate classification and assignment of a Member to properly ensure the application of each rate.

**202.00 Rate Schedules**

The Cooperative's rate schedules are as follows:

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**202.01 General Service Small (1C, 1R, 1CCON, 1RCON)****A. Application**

Applicable to Members with a peak demand of equal to or less than 50 kW for the twelve-month period ending with the current billing period taking electric service supplied at one point of delivery and measured through one meter used for residential, farming and ranching, and small commercial uses.

**B. Type of Service**

Single- or three- phase service at the Cooperative's standard secondary distribution voltages, where available. Where service of the type desired by the Member is not already available at the point of delivery, additional charges under the Cooperative's line extension policy and special contract arrangements may be required prior to service being furnished.

**C. Monthly Rate**

Each billing period the Member shall be obligated to pay the following charges:

System Access Charge	\$38.32
All kWh	\$0.12690

**D. Monthly Minimum Charge**

The monthly minimum bill shall be the greater of the following:

1. Each billing period the Member shall be obligated to pay the System Access Charge, whether or not any energy is actually used.
2. \$1.00 per kVa of installed transformer capacity.

**E. Billing Adjustments**

This rate is subject to all billing adjustments.

**F. Agreement**

An agreement for electric service with a fixed term may be required by the Cooperative. This rate schedule may be changed by order or consent of regulatory authorities having jurisdiction, or, if none, by the Cooperative's Board of Directors. Service hereunder is subject to the Cooperative's Tariffs and Rules and Regulations for electric service.

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**202.02 General Service Time-Of-Use - ETS (3C-ON, 3R-ON, 3RCON)****A. Application**

Applicable to Members who installed a Cooperative approved electric thermal storage (ETS) system, prior to December 31, 2012, taking electric service supplied at one point of delivery and measured through one meter used for residential, farming and ranching, and commercial uses. An electric thermal storage system is defined as a primary source space heating system, which utilizes off-peak electricity to heat a storage medium (ceramic bricks, water, etc.) whereby stored heat is released during on-peak hours (includes ETS and geothermal storage). After January 1, 2013, the General Service Time-Of-Use rate is available only to ETS installations approved prior to December 31, 2012.

**B. Type of Service**

Single- or three- phase service at the Cooperative's standard secondary distribution voltages, where available. Where service of the type desired by the Member is not already available at the point of delivery, additional charges under the Cooperative's line extension policy and special contract arrangements may be required prior to service being furnished.

**C. Monthly Rate**

Each billing period the Member shall be obligated to pay the following charges:

System Access Charge	\$38.32
On-Peak kWh, per kWh	\$0.12690
Off-Peak kWh, per kWh	\$0.08744

**D. Off-Peak, On-Peak kWh**

Off-Peak, On-Peak hours will be the time generally established by the Cooperative.

January thru December

Off-Peak      10:00 p.m. to 3:00 p.m

On-Peak      3:00 p.m. to 10:00 p.m

The Cooperative reserves the right to change selected off-peak hours.

**E. Monthly Minimum Charge**

The monthly minimum bill shall be the greater of the following:

1. Each billing period the Member shall be obligated to pay the System Access Charge, whether or not any energy is actually used.

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2. \$1.00 per kVa of installed transformer capacity.

F. Billing Adjustments

This rate is subject to all billing adjustments.

G. Agreement

An agreement for electric service with a fixed term may be required by the Cooperative. This rate schedule may be changed by order or consent of regulatory authorities having jurisdiction, or, if none, by the Cooperative's Board of Directors. Service hereunder is subject to the Cooperative's Tariffs and Rules and Regulations for electric service.

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**202.03 Small Power (6)****A. Application**

Applicable to Members with a peak demand of more than 25 kW but less than 50 kW for the twelve-month period ending with the current billing period taking electric service supplied at one point of delivery and measured through one meter used for commercial purposes.

**B. Type of Service**

Single- or three- phase service at the Cooperative's standard secondary distribution voltages, where available. Where service of the type desired by the Member is not already available at the point of delivery, additional charges under the Cooperative's line extension policy and special contract arrangements may be required prior to service being furnished.

**C. Monthly Rate**

Each billing period the Member shall be obligated to pay the following charges:

System Access Charge	\$63.83
Demand Charge, per billing kW	\$5.87
First 300 kWh per billing kW, per kWh	\$0.10950
Over 300 kWh per billing kW, per kWh	\$0.08744

**D. Billing Demand**

The billing demand shall be the maximum kilowatt (kW) demand established by the consumer for any period of thirty (30) consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter.

**E. Monthly Minimum Charge**

The monthly minimum bill shall be the greater of the following:

1. The System Access Charge plus the Demand Charge.
2. \$1.00 per kVa of installed transformer capacity.

**F. Billing Adjustments**

This rate is subject to all billing adjustments.

**G. Agreement**

An agreement for electric service with a fixed term may be required by the Cooperative. This rate schedule may be changed by order or consent of regulatory authorities having jurisdiction, or, if none, by the Cooperative's Board of Directors.

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Service hereunder is subject to the Cooperative's Tariffs and Rules and Regulations for electric service.

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**202.04 Large Power (7, 7NC, 7P)****A. Application**

Applicable to Members with a peak demand of greater than 50 kW for the twelve-month period ending with the current billing period taking electric service supplied at one point of delivery and measured through one meter used for residential, commercial and industrial uses.

**B. Type of Service**

Single- or three- phase service at the Cooperative's standard secondary distribution voltages, where available. Where service of the type desired by the Member is not already available at the point of delivery, additional charges under the Cooperative's line extension policy and special contract arrangements may be required prior to service being furnished.

**C. Monthly Rate**

Each billing period the Member shall be obligated to pay the following charges:

System Access Charge	\$114.55
Demand Charge, per billing kW	\$5.87
First 300 kWh per billing kW, per kWh	\$0.10970
Over 300 kWh per billing kW, per kWh	\$0.08744

**D. Billing Demand**

The billing demand shall be the maximum kilowatt (kW) demand established by the consumer for any period of thirty (30) consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor.

**E. Power Factor**

The Member agrees to maintain unity power factor as nearly as practicable. Demand charges will be adjusted for consumers with 50 kW or more of measured demand to correct for average power factors lower than 90% and may be so adjusted for consumers if and when the Cooperative deems necessary. This power factor adjustment shall be accomplished by increasing the measured kW demand by one percent (1%) for each one percent (1%) by which the average power factor is less than 90% lagging.

**F. Primary Service**

Primary metering is available to all large power Members located on or near the



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Cooperative's three-phase lines for all types of usage, with demands greater than 2,500 kW, subject to the established Rules and Regulations. The service will be three-phase, 60 hertz, at standard voltages. If service is furnished at the Cooperative's primary line voltage, the delivery point shall be the point of attachment of the Cooperative's primary line to the Member's structure unless otherwise specified in the service contract. All wiring, pole lines, and other electrical equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the Member. All wires, apparatus, and equipment on the Member's side of the service shall be maintained by qualified electrical personnel and comply with the standards of the National Electric Safety Code (NESC), current edition, and also with the regulations of any governmental authority having jurisdiction. The Member shall indemnify, hold harmless, and defend the Cooperative against all claims, demands, costs or expense, for loss damage or injury to persons or property, in any manner directly or indirectly resulting from this provision of electric service to the Member.

The monthly rate shall be reduced as follows:

1. Demand Charge shall be reduced by 3%; and
2. Energy Charge (kWh) shall be reduced by 3%.

The Cooperative shall have the option of metering at secondary voltages and adding the estimated transformer losses to the metered kWh and kW demand.

G. Monthly Minimum Charge

The monthly minimum bill shall be the greater of the following:

1. The System Access Charge plus the Demand Charge.
2. \$1.00 per kVa of installed transformer capacity (except this minimum is not applicable to primary metered service if distribution transformers are owned by the Member).

H. Billing Adjustments

This rate is subject to all billing adjustments.

I. Conditions of Service

Motors having a rated capacity exceeding 150 HP may require auto-starters or other starting devices of suitable type to limit starting current.

J. Agreement

An agreement for electric service with a fixed term may be required by the Cooperative. This rate schedule may be changed by order or consent of regulatory authorities having jurisdiction, or, if none, by the Cooperative's Board of Directors.

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Service hereunder is subject to the Cooperative's Tariffs and Rules and Regulations for electric service.

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**202.05 Large Power Demand (8, 8P)****A. Application**

Applicable to Members with a peak demand of 500 kW or greater for the twelve-month period ending with the current billing period with a recording meter and monitoring equipment as required by the Cooperative, and where the consumer takes electric service supplied at one point of delivery and measured through one meter used for commercial and industrial uses.

**B. Type of Service**

Single- or three- phase service at the Cooperative's standard secondary distribution voltages, where available. Where service of the type desired by the Member is not already available at the point of delivery, additional charges under the Cooperative's line extension policy and special contract arrangements may be required prior to service being furnished.

**C. Monthly Rate**

Each billing period the Member shall be obligated to pay the following charges:

	Secondary Service Level	Primary Service Level
System Access Charge	\$114.55	\$229.10
NCP Demand Charge, per NCP billing kW	\$13.08	\$10.61
kWh Charge per kWh	\$0.06717	\$0.06717
Discount on primary service kWh charge	0.0%	3.0%

**D. Power Cost**

If available from the wholesale power supplier, the Member may receive interruptible or special load service by complying with the Cooperative's wholesale supplier's requirements for such service including but not limited to equipment and contract term. The Member shall reimburse the Cooperative for any equipment required for such service.

**E. Non-Coincident (NCP) Billing Demand**

The non-coincident (NCP) billing demand shall be the maximum kilowatt demand established by the consumer for any period of thirty (30) consecutive minutes during the month for which the bill is rendered, as measured by the Cooperative's demand meter and adjusted for power factor.

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**F. Power Factor**

The Member agrees to maintain unity power factor as nearly as practicable. Demand charges will be adjusted for consumers with 50 kW or more of measured demand to correct for average power factors lower than 90% and may be so adjusted for consumers if and when the Cooperative deems necessary. This power factor adjustment shall be accomplished by increasing the measured kW demands (NCP and coincident demand) by one percent (1%) for each one percent (1%) by which the average power factor is less than 90% lagging.

**G. Primary Service**

Primary metering is available to all large power Members located on or near the Cooperative's three-phase lines for all types of usage, with demands greater than 2,500 kW, subject to the established Rules and Regulations. The service will be three-phase, 60 hertz, at standard voltages. If service is furnished at the Cooperative's primary line voltage, the delivery point shall be the point of attachment of the Cooperative's primary line to the Member's structure unless otherwise specified in the service contract. All wiring, pole lines, and other electrical equipment (except metering equipment) on the Member side of the delivery point shall be owned and maintained by the Member. All wires, apparatus, and equipment on the Member's side of the service shall be maintained by qualified electrical personnel and comply with the standards of the National Electric Safety Code (NESC), current edition, and also with the regulations of any governmental authority having jurisdiction. The Member shall indemnify, hold harmless, and defend the Cooperative against all claims, demands, costs or expense, for loss damage or injury to persons or property, in any manner directly or indirectly resulting from this provision of electric service to the Member under this paragraph G.

The monthly rate shall be reduced as follows:

1. Energy Charge shall be reduced by 3%.

The Cooperative shall have the option of metering at secondary voltages and adding the estimated transformer losses to the metered kWh and kW demand.

**H. Monthly Minimum Charge**

The monthly minimum bill shall be the greater of the following:

1. The System Access Charge plus the Demand Charge.
2. \$1.00 per kVa of installed transformer capacity (except this minimum is not applicable to primary metered service if distribution transformers are owned by the Member).

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I. Billing Adjustments

This rate is subject to all billing adjustments.

J. Conditions of Service

Motors having a rated capacity exceeding 150 HP may require auto-starters or other starting devices of suitable type to limit starting current.

Members shall furnish the Cooperative communications to the meter for the purpose of collecting interval data.

K. Agreement

An agreement for electric service with a fixed term may be required by the Cooperative. This rate schedule may be changed by order or consent of regulatory authorities having jurisdiction, or, if none, by the Cooperative's Board of Directors. Service hereunder is subject to the Cooperative's Tariffs and Rules and Regulations for electric service.

**202.06 Outdoor and Municipal Street Lighting****A. Application**

Applicable to all Members for permanent outdoor area lighting. Not applicable for temporary construction, or shared services.

**B. Type of Service**

Dusk-to-dawn controlled security or streetlights mounted on the Cooperative's wood poles with energy usage unmetered.

**C. Monthly Rate**

Each billing period the Member shall be obligated to pay the following charges:

<b>Type – Available for New Installations</b>	<b>Charge per Light</b>
Security LED	\$7.15
Highway Street Light LED	\$8.83
Universal LED Street Light	\$14.41

<b>Type – No Longer Available for New Installations</b>	<b>Charge per Light</b>
40 Watt Security LED	\$7.15
70 Watt Security LED	\$8.83
175 Watt Mercury Vapor	\$12.32
250 Watt Mercury Vapor	\$17.15
400 Watt Mercury Vapor	\$21.97
70 Watt High Pressure Sodium, No Maintenance/Member Owned	\$11.14
100 Watt High Pressure Sodium	\$12.32
250 Watt High Pressure Sodium	\$21.97
400 Watt High Pressure Sodium	\$27.82
40 Watt Street Light LED	\$6.94
115 Watt Street Light LED	\$11.30

**D. Conditions of Service**

1. The Cooperative will install its standard outdoor luminaries, wood pole mounted and connected so that energy usage will not be metered.
2. The cost of all equipment and appurtenances including additional poles installed by the Cooperative will be paid for by the Member under the construction tariff, 205.00 Construction Charges.

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To encourage the conversion from existing Mercury Vapor and HPS installations to energy efficient LED technology and at the Member's request, the Cooperative will install LED lights at no upfront cost to the Member and the Member will pay the rate of a Mercury Vapor or HPS per light charge for a time period of six (6) years after conversion to an equivalent sized LED fixture in order for the Cooperative to recover the estimated installation cost of the LED fixture. At the end of the six (6) year time period, the bill will be changed to the current rate in effect for an LED fixture.

3. The Cooperative will maintain all equipment, including lamp replacement, at no additional expense to the Member.
4. All equipment and appurtenances will become the property of the Cooperative. The Member will make every reasonable effort to prevent deliberate damage to Cooperative property.
5. Members requesting lighting that is non-standard to the Cooperative shall be supplied a metered service and the Cooperative will not be responsible for the installation or maintenance of any equipment on the load side of such installations.
6. In the past the Cooperative has, in some cases allowed a town, homeowners association, or county government to attach dusk-to-dawn controlled ornamental lighting or street lighting (fixture) to non-metered facilities of the Cooperative. Said fixture and its attachment to Cooperative facilities shall meet National Electric Safety Code (NESC), current edition, standards and be approved by the Cooperative. The fixture will be the property of the Member and the Cooperative will not maintain the fixture. Any costs incurred for labor or materials by the Cooperative shall be reimbursed to the Cooperative by the Member. The Member shall indemnify and hold harmless the Cooperative of any liability occurring due to the fixture being attached to the Cooperative facility. At the time of application, the wattage of the fixture, and any losses, shall be determined and monthly energy usage will be based on twelve (12) hours per day for thirty (30) days. The energy usage will be billed at the rate for non-metered ornamental seasonal lighting and non-metered street lighting. Such non-metered ornamental seasonal lighting and non-metered street lighting supply arrangements are no longer available to new installations.

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E. Monthly Minimum Charge

The Member shall be obligated to pay the charges per light for each billing period whether or not any energy is used.

F. Billing Adjustments

This rate is subject to all billing adjustments.

G. Agreement

An agreement for electric service with a fixed term may be required by the Cooperative. This rate schedule may be changed by order or consent of regulatory authorities having jurisdiction, or, if none, by the Cooperative's Board of Directors. Service hereunder is subject to the Cooperative's Tariffs and Rules and Regulations for electric service.



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**202.07 Level 3 Electric Vehicle Charger (8EVC)****A. Application**

Applicable to Members with a level 3, 480-volt electric vehicle charger with a recording meter and monitoring equipment as required by the Cooperative, and where the consumer takes electric service supplied at one point of delivery and measured through one meter used for commercial or industrial uses.

In addition to the above requirements, to be eligible for this rate, Members must have a Load Factor of less than 10%. Load factor is defined as the Member's average demand for the month divided by their 30-minute peak demand, or demand measured by a demand meter for the month.

**B. Type of Service**

Three- phase service at the Cooperative's standard secondary distribution voltages, where available. Where service of the type desired by the Member is not already available at the point of delivery, additional charges under the Cooperative's line extension policy and special contract arrangements may be required prior to service being furnished.

**C. Monthly Rate**

Each billing period the Member shall be obligated to pay the following charges:

System Access Charge, per meter	\$1.72 per installed kW
kWh Charge per kWh	\$0.06717

**D. Billing Adjustments**

This rate is subject to all billing adjustments.

**E. Agreement**

An agreement for electric service with a fixed term may be required by the Cooperative. This rate schedule may be changed by order or consent of regulatory authorities having jurisdiction, or, if none, by the Cooperative's Board of Directors. Service hereunder is subject to the Cooperative's Tariffs and Rules and Regulations for electric service.

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**202.08 Transmission Level Service with WAPA Allocations****A. Availability**

Available to members taking service at transmission level voltage with a demand requirement of 20 MW. In addition, eligibility for this rate tariff is reserved for Members with a signed agreement with Western Area Power Administration ("WAPA") in which the member receives an allocated share of its service from WAPA ("WAPA Allocations"). The member must also enter into a confirmation agreement with Mountain Parks Electric, Inc. (the "Cooperative") for electric service (the "Confirmation Agreement").

**B. Monthly Rate**

Each billing period the Member shall be obligated to pay the following charges:

- All Charges as set forth in the Confirmation Agreement.

**C. Billing Adjustments**

This rate is subject to all billing adjustments.

**D. Agreement**

An agreement for electric service with a fixed term may be required by the Cooperative. This rate schedule may be changed by order or consent of regulatory authorities having jurisdiction, or, if none, by the Cooperative's Board of Directors. Service hereunder is subject to the Cooperative's Tariffs and Rules and Regulations for electric service.

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**202.09 Renewable Energy, Electrification, and Energy Efficiency Optional Rider****A. Application**

Applicable for Members served under any Mountain Parks Electric, Inc. rate.

**B. Conditions of Service**

1. This rate rider is voluntary and shall be used for funding renewable energy generation, electrification and energy efficiency. All monies not spent in a calendar year will be accrued for funding of the above purposes in future years.
2. Members electing to participate in this program will specify the amount they wish to contribute monthly in \$1.00 increments.
3. All designated contributions will be in addition to the Member's regular monthly bill.

**C. Monthly Rate**

Charge per increment: \$1.00

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**202.10 Distribution Wheeling Service****A. Applicability**

This Rate Schedule DWS is available to any company that owns or operates facilities used for the generation, transmission, or distribution of electric energy for sale at wholesale and desires to transmit electricity over MPEI's distribution system to a wholesale delivery point. MPEI will not wheel non-MPEI power to MPEI's retail customers under this Rate Schedule DWS.

**B. Nature of Distribution Wheeling Service**

The power from the Wheeling Customer will be wheeled (transferred across MPEI's distribution system) from a receipt point on MPEI's distribution system to a delivery location exiting MPEI's system. Distribution Wheeling Service will be provided over MPEI's three-phase system only. Wheeling service requests will be evaluated serially on a case-by-case basis and may be limited by the availability of distribution system capacity at the time of the request. MPEI, as the incumbent utility with native load service obligations, will determine the amount of excess distribution system capacity available based on MPEI's forecasted customer loads.

Nothing under this Rate Schedule DWS shall obligate MPEI to purchase from or sell any power to the Wheeling Customer.

Distribution Wheeling Service shall be provided for an initial term of not less than 12 months from the commencement of service. Thereafter, Distribution Wheeling Service will automatically renew for a new 12-month period, however, the Wheeling Customer may terminate its Distribution Wheeling Service after the initial term following 30 days written notice to MPEI.

Wheeling Customer may request Distribution Wheeling Service in 100 kW increments. After the commencement of Distribution Wheeling Service, Wheeling Customer may only change the requested Distribution Wheeling Service capacity to be effective upon the commencement of a subsequent 12-month period and following not less than 90 days' notice. For the avoidance of doubt, a Wheeling Customer must submit a new Application in order to receive any incremental increase in requested Distribution Wheeling Service above the originally requested amount.

**C. Definitions**

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“Applicant” means any company that is requesting service under Rate Schedule DWS under an Application.

“Distribution Wheeling Service” means the service provided by MPEI under Rate Schedule DWS as described in (B) above.

“MPEI” means Mountain Parks Electric, Inc.

“Study Fee” means the estimated cost of a wheeling study, which wheeling study may be required by MPEI in its discretion.

“Wheeling Customer” means any company taking service under Rate Schedule DWS after execution of a Distribution Wheeling Service Agreement.

#### D. Rates

The Distribution Wheeling Rate on 3-Phase Infrastructure is equal to \$5.96 per kW-month of requested capacity.

Wheeling Customer shall be billed on a monthly basis for its requested Distribution Wheeling Service capacity. If Wheeling Customer exceeds its requested capacity in any month, Wheeling Customer shall be charged an additional amount that is equal to two times the Distribution Wheeling Rate for each kW, in 100 kW increments, of capacity in excess of its requested capacity.

The Wheeling Customer shall be responsible for the cost of any facilities identified by a system impact study as necessary to provide the Wheeling Customer with Distribution Wheeling Service, as well as any operations and maintenance expenses that would not have been incurred by MPEI absent Wheeling Customer taking Distribution Wheeling Service. Terms and conditions related to the payment of such costs and expenses are set forth in the Application and Agreement for Distribution Wheeling Service.

#### E. Application and Agreement for Distribution Wheeling Service

##### 1. Application Submission

Any entity requesting service under Rate Schedule DWS must submit an Application and Agreement for Distribution Wheeling Service (“Application”), no fewer than 90 days prior to the requested date of the commencement of Distribution Wheeling Service. A requested date for the commencement of Distribution Wheeling Service does not guarantee service as of that date.

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The Application shall be available from MPEI upon request made to:

Mountain Parks Electric, Inc.  
c/o Engineering Manager  
321 W. Agate Avenue  
Granby, CO 80446  
[wheeling@mpei.com](mailto:wheeling@mpei.com)

2. Application Timeline

MPEI will acknowledge receipt of an Application within 3 business days after receipt. Within 10 business days after receiving an Application, MPEI will notify the Applicant whether the Application is complete. If an Application is incomplete, or if MPEI determines in its sole discretion that additional information is required from the Applicant, the Applicant shall have 10 business days from MPEI's notification of an incomplete application to provide the required information.

Once MPEI deems an Application to be complete, MPEI will notify the Applicant within 30 days if MPEI will be able to provide the requested service without further study, or if a wheeling study is required. If no wheeling study is required, Applicant must provide written notification of its intent to commence Distribution Wheeling Service on the requested commencement date, or on a date agreed to by MPEI and the Applicant thereafter.

If a wheeling study is required, MPEI will inform the Applicant of the Study Fee. Applicant must submit the Study Fee within 30 days of MPEI informing Applicant of the amount thereof, otherwise the Application will be deemed withdrawn. If MPEI receives the Study Fee within 30 days, it will conduct the wheeling study to identify the additional facilities necessary to provide the requested service, the estimated cost of the facilities, and the estimated timeline for construction.

Applicant shall notify MPEI within 30 days following receipt of the wheeling study whether it agrees to the results of the wheeling study. MPEI shall not commence any procurement or construction required by the wheeling study unless and until Applicant agrees to the result of the wheeling study in writing provides MPEI with a requested engineering deposit amount, consistent with MPEI's Electric Service Construction Standards.

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The interconnection of generation resources or energy storage resources that will wheel electricity on the MPEI distribution system must also comply with MPEI's Generation Interconnections Application Charges and Timelines in Section 341 of MPEI's Tariff, and must comply with the CPUC Code of Colorado Regulations Interconnection Procedures and Standards (4CCR 723-3 Rules 3850 – 3859), if applicable.

Regardless of the requested date of commencement of service, no Distribution Wheeling Service shall commence until all necessary studies have been completed, the facilities necessary to provide the service have been constructed, and MPEI determines that it is able to safely provide the service.

### 3. Commencement of Distribution Wheeling Service

#### i. Wheeling Service Deposit

Every Applicant shall be required to make a deposit in an amount equal to an estimated 90 days bill prior to the commencement of Distribution Wheeling Service ("Wheeling Service Deposit"). Applicants seeking additional or incremental Distribution Wheeling Service will be required to make an additional deposit in the amount of an estimated 90 days bill for such additional or incremental service. The deposit shall be refunded to Applicant within 90 days following termination of service, less any amounts owed to MPEI.

#### ii. Establishment of Credit

In addition to the Wheeling Service Deposit, every first-time Applicant shall be required to make a deposit in an amount equal to an estimated 90 days bill prior to the commencement of Distribution Wheeling Service. Any Applicant that is a former customer of MPEI but has not taken Distribution Wheeling Service under this Rate Schedule DWS for at least 24 months within the last 3 years shall be considered a first-time Applicant. A former Wheeling Customer of MPEI whose previous Distribution Wheeling Service was provided for at least 24 months within the last 3 years and whose payment history is satisfactory to MPEI in its sole discretion shall not be required to make a deposit.

Applicants seeking additional or incremental Distribution Wheeling Service will be required to make a deposit of an estimated 90 days bill for the additional or incremental service, unless, as determined in

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MPEI's sole discretion, said Applicant has maintained a satisfactory payment record on all other commercial, small power, or large power accounts, in which case the deposit requirement may be waived.

"Satisfactory payment history" means there has been no discontinuance of service for nonpayment, and not more than one Notice of Discontinuance being incurred on any account of Applicant during the most recent 12 months period, of which none were mailed within the most recent 6 months, and no petition for bankruptcy has been filed by or on behalf of Applicant.

Any amounts provided by Wheeling Customer to MPEI under this subsection "3" shall be refundable consistent with Section 302.06 of MPEI's Service Rules & Regulations

#### F. General Terms

##### 1. Limitation on Damages

MPEI shall not be liable to any Applicant for indirect, incidental, consequential, punitive, reliance or special damages arising out of either party's performance or provision of Distribution Wheeling Service under an Application (including without limitation, damages for harm to business, lost revenues, lost opportunities, lost savings, or lost profits) regardless of the form of any predicate legal cause of action and regardless of whether a party knew of the possibility that such damages would result.

##### 2. Indemnification

Each of MPEI and Applicant agree to indemnify and hold harmless the other party and its officers, directors, agents, employees, members, managers, shareholders, partners and other equity holders from and against all claims, demands, actions, losses, liabilities, expenses (including reasonable legal and consultant fees and expense), suits, proceedings of any nature for personal injury, death, or property damage to the other party's property or facilities or personal injury, death, property damage to third parties that arise out of performance under the Application by the indemnifying party, except to the extent such injury or damage is attributable to the sole negligence or willful misconduct or breach of an Application by the party seeking indemnification thereunder.



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**202.11 General Service Whole-House Time-Of-Use (1RWHO, 4RCON)****A. Application**

Available to Members not subject to Tariff 202.02 General Service Time-Of-Use who:

1. Voluntarily select this Tariff for a minimum 24-month period, and;
2. Whose peak demand is equal to or less than 50 kW for the 12-month period ending with the current billing period, and;
3. Who take electric service supplied at one point of delivery, and;
4. Whose electric usage is measured through one meter used for residential, farming and/or ranching.

**B. Type of Service**

Single- or three- phase service at the Cooperative's standard secondary distribution voltages, where available. Where service of the type desired by the Member is not already available at the point of delivery, additional charges under the Cooperative's line extension policy and special contract arrangements may be required prior to service being furnished.

**C. Monthly Rate & On- and Off-Peak Hours**

Each billing period the Member shall be obligated to pay the following charges:

System Access Charge	\$38.32
On-Peak kWh, per kWh	\$0.22626
Off-Peak kWh, per kWh	\$0.08744

January thru December:

Off-Peak 10:00 p.m. to 5:00 p.m. Monday through Saturday. All day on Sunday.

On-Peak 5:00 p.m. to 10:00 p.m. Monday through Saturday.

The Cooperative reserves the right to change on- and off-peak hours.

**D. Monthly Minimum Charge**

The monthly minimum bill shall be the greater of the following:

1. Each billing period the Member shall be obligated to pay the System Access Charge, whether or not any energy is actually used.
2. \$1.00 per kVa of installed transformer capacity.

**E. Billing Adjustments**

This rate is subject to all billing adjustments.

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F. Agreement

An agreement for electric service with a fixed term may be required by the Cooperative. This rate schedule may be changed by order or consent of regulatory authorities having jurisdiction, or, if none, by the Cooperative's Board of Directors. Service hereunder is subject to the Cooperative's Tariffs and Rules and Regulations for electric service.

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**202.12 Rider EE (Electrify Everything)****Energy conservation/solar generation/electric vehicle charging stations.****A. Availability**

Service under this Rider shall be applicable in all territory served by Mountain Parks Electric, Inc. (the Cooperative) and shall be subject to the Cooperative's established Tariffs and policies. This Rider is an optional and voluntary Tariff available to Members who receive service under any rate schedule for eligible energy efficiency improvements, solar installations and electric vehicle charging stations within the Cooperative's service territory. Projects that address upgrades to existing buildings deemed unlikely to be habitable or to serve their intended purpose for the duration of service charges will not be approved unless other funding can affect necessary repairs.

**B. Application**

A monthly Electrify Everything (EE) charge will be applied to any metered account subject to this Tariff where upgrades are installed. Members owning the premises where the account is located shall pay the EE charge until all of the Cooperative's costs have been recovered. The Cooperative will recover the costs of its investments, including any fees allowed, in this Tariff. Charges will be set for a duration not to exceed ten (10) years. The EE charge and duration of payments will be included in the Electrify Everything Agreement between the Cooperative and the Member.

**C. Agreement Terms****1. Equipment and Installation Costs**

The equipment and installation cost of the approved energy efficiency measure will be paid by the Cooperative, up to the maximum amount established for each EE measure.

**2. Repayment Obligation**

The repayment obligation shall be assigned to the meter at the premises and will survive changes in ownership.

**3. Binding Agreement**

Until the Cooperative has been repaid for the full cost of the EE, the terms of this Tariff shall be binding on the metered structure and any future Member who shall receive service at the location.

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4. Monthly EE Charge

Program costs shall be recovered through a monthly EE charge on the electric bill.

5. Down Payment

Members participating in this Tariff are required to make a minimum down payment of 10 percent (10%) toward the total cost of the measure.

6. EE Non-Payment

Without regard to any other Cooperative rule or policy, the EE charge shall be considered as an essential part of the Member's bill for electric service, any payment shall be applied first to the EE charge and next to other chargers for electric service, the Cooperative may disconnect the associated electric meter for non-payment of the EE charge under the same provisions as for any other electric service.

7. Tariff Acceptance

The Member (or joint Members) signature(s) on the EE Agreement shall constitute acceptance of this Tariff.

8. Discontinuance of Tariff

Once the Cooperative has been repaid for the costs for EE investments at a specified location, the monthly charge shall no longer be billed.

9. EE Charge

The EE charge will be based on the actual cost of the proposed measure(s) plus applicable interest and administration fees (per below) minus the down payment amount, and any rebates received.

10. Annual Interest Rate

The EE charge may include an annual interest charge of no more than five percent (5%) per year, as set forth in the EE agreement.

11. Administration Fee

Applicants will be charged a \$100 administration fee for completed projects.

12. Number of Payments

The number of monthly periods for which the EE charge will apply at the premises, unless otherwise specified, shall not exceed the estimated life of the measure, or ten (10) years, whichever is less.

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### 13. Project Cost

The project cost will include:

- i. The final amount billed by the installation contractor and paid by the Cooperative, and subject to the terms of this policy and the EE Agreement;
- ii. Applicable county fees; and
- iii. Cooperative filing fees.

#### D. Approved Contractor

Should the Member proceed with implementing a qualified EE measure, the Cooperative shall calculate the appropriate monthly EE Charge described above. The Member shall sign the EE Agreement and select a licensed contractor.

#### E. Quality Assurance

When the energy efficiency upgrades are completed, the contractor shall be paid by the Cooperative, following on-site, telephone or a written report inspection and approval of the installation by the Member and the Cooperative. The Cooperative does not guarantee the performance of the installed EE upgrades or the quality of work of any contractor.

The Cooperative has the option, at its sole discretion, to make payments to verified contracting partners in advance of project completion on a case-by-case basis with written approval of the Electrify Everything program coordinator.

#### F. New & Existing Structures

Subject to the Cooperative's approval, a Member may utilize this Rider to install high efficiency equipment or measures in new structures. At its sole discretion, the Cooperative may determine a property is ineligible for this Rider and does not qualify for it if:

- The structure has an expected life shorter than the payback period, or;
- The structure does not meet applicable public safety or health codes.

#### G. Responsibilities

Responsibilities, understandings, and authorizations of Members, the Cooperative and Participating Contractors shall be outlined in written agreements, notifications and disclosures/consents.

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#### H. Transition Roles

Payments due pursuant to an EE Agreement are based upon the meter serving each property participating under this Tariff. Failure by the Member to provide notification to a buyer of the property shall not affect the Cooperative's ability to collect from the account associated with the property pursuant to the Tariff.

#### I. Other

1. This Rider only applies to measures permanently installed as fixtures at the premises. Portable efficiency products do not qualify under this Rider. The Cooperative will determine eligibility of measures or products at its sole discretion.
2. In its sole discretion, the Cooperative may determine the maximum program investment in any year.
3. The Cooperative will determine the eligibility of a Member based on the Member's bill payment history with the Cooperative, projected energy savings and program capacity.

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**202.13 Standby Service Rider****A. Applicability**

Applicable to Member-generators served pursuant to the Small Power or Large Power rate classes who supply all or part of such Member-generator's own load, with generation system(s) that do not qualify as an Eligible Generating System pursuant to Cooperative's Tariff 330.02.

**B. Standby Capacity Charge per kW, per Month:**

Member-generators shall be charged the following monthly rates for standby capacity per kW of Member-generator's maximum demand service requirements.

1. Small Power (6): \$5.87 per kW
2. Large Power (7): \$5.87 per kW
3. Large Power Primary (7P) \$5.69 per kW
4. Large Power (8): \$13.08 per kW
5. Large Power Primary (8P): \$10.61 per kW

**C. Determination of Standby Capacity**

Standby capacity is defined as the number of kilowatts (kW) of the Member's maximum demand service requirements applied for by the Member, as determined by the Cooperative; provided, however, if the standby capacity is exceeded by the Cooperative's recorded demand of the Member's actual usage, such recorded demand shall become the new standby capacity. This new standby capacity will be used commencing with the month in which the recorded demand (in excess of the previous mutually agreed upon standby capacity) occurs and continue until it is superseded by a higher recorded demand.

**D. Monthly Demand Charge**

The Cooperative will bill the Member a monthly demand charge that is the greater of: (1) the Member's actual demand charge calculated under the applicable rate schedule; or (2) the standby capacity charge calculated using the applicable standby capacity rate provided herein multiplied by the Member's maximum demand service requirements established herein.

**E. Metering**

Thirty-minute time registration demand metering shall be required. The meter shall be capable of being electronically read by the Cooperative. The output of the Member's generator may be separately metered at the discretion of the Cooperative and must be metered separately if aggregate generation is above 150kW. The Member is responsible for the cost of the meter and communications to

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the meter. The Cooperative will provide specification on the type of meter equipment and communications to the meter.

**F. Special Terms and Conditions**

In order to protect its equipment from overload damage, the Cooperative may require the Member to install at the Member's expense an approved shunt trip type breaker and an approved automatic pole-mounted disconnect.

In the event the Member's use of service is intermittent or subject to unreasonable fluctuations as determined by the Cooperative, the Cooperative will require the Member to install and maintain at the Member's expense suitable equipment to satisfactorily limit such fluctuations.

Member's generating equipment cannot backfeed onto the MPE system. If Member's equipment is found to be backfeeding, their service will be disconnected and the Member will be required to provide proof that the system will not backfeed in the future. The Member will be charged the following monthly rates per kW backfeed on the MPE system.

1. Small Power (6): \$11.74
2. Large Power (7): \$11.74
3. Large Power Primary (7P) \$11.39
4. Large Power (8): \$26.16
5. Large Power Primary (8P): \$21.20

If the actions or operations of one or more Member-Generators result in penalties, charges, or additional costs being assessed to the Cooperative under its wholesale power or transmission agreements, the Cooperative reserves the right to allocate those costs proportionally across all Member-Generators receiving standby service. This ensures that the financial impact of exceeding contractual thresholds is shared equitably among the Member-Generator group.

**G. Liability and Indemnification**

The Cooperative and the Member-Generator shall indemnify, defend, and save the other party harmless from any and all damages, losses, or claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other party's action or failure to act in relation to any obligations under this standby rider



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or under Colorado Revised Statute § 40-9.5-118, except in cases of gross negligence or intentional wrongdoing by the indemnified party.

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**203.00 Billing Adjustments**

The Cooperative shall adjust bills in accordance with the following adjustments:

**203.01 Sales Tax**

All bills shall be adjusted by the amount of any sales tax or other tax attributable to the sale of electric service to the Member.

**203.02 Franchise Fee**

The monthly charge for electric service as determined from the Cooperative's applicable rate schedule shall be increased to each Member receiving electric service within a municipality wherein the Cooperative pays franchise fees, by the appropriate percentage as set forth in the franchise agreement between the Cooperative and the municipality.

**203.03 Meter Error Adjustment**

If a meter is found to be outside the accuracy standards established by the American National Standards Institute, Inc., proper correction shall be made of previous readings for the period of six (6) months immediately preceding the removal of such meter from service for test, or from the time the meter was in service since last tested, but not exceeding six (6) months, as the meter shall have been shown to be in error by such test, and adjusted bills shall be rendered. No refund is required from the Cooperative except to the Member last served by the meter prior to the testing. If a meter is found not to register for any period, unless bypassed or tampered with, the Cooperative shall make a charge for units used, but not metered, for a period not to exceed six (6) months based on amounts used under similar conditions during a period or periods preceding or subsequent thereto, or during corresponding periods in previous years.

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**204.00 Service Fees****204.01 Trip Fee**

Except as provided in these Rules and Regulations, the Cooperative shall charge a fee for each trip to a Member's premises that is requested by the Member or reasonably required under these rules (e.g. trip to Member's premises for collection of a bill, read the meter, to make disconnection, or for a missed appointment made by the Member). The trip fee shall be billed to the Member in the next regular billing cycle of the Cooperative.

The trip fee shall be based on the Journeyman Lineman hourly rate in effect on January 1<sup>st</sup> of the current year, plus 40% for overhead costs, rounded to the next highest dollar amount.

Trips to Member's premises made outside of the Cooperative's normal working hours shall be charged for at overtime rates of one and a half times the average hourly rate as calculated above, plus 40% for overhead costs, rounded to the next highest dollar amount.

**204.02 Investigation Fee**

If a Member requests that the Cooperative make an investigation of any outage or service irregularity and if the Member reports or causes to be reported, a service outage or irregularity, and the Cooperative determines that such outage or irregularity was caused by the Member, his facilities, equipment, or installation, then the Cooperative may charge the Member a trip fee as established above.

**204.03 Records Fee**

The Cooperative shall charge a fee on each occasion it is necessary to change its records, for the purpose of setting up a new electric service account. This charge applies to the Member if the Cooperative receives a meter reading through the normal read cycle or receives the reading through an automatic reading device. If a trip to read the meter is requested by the Member, in addition to the change of records fee, a trip fee will be charged. The records fee shall be based on 25% of the average of the employees classified as Member Service Representatives hourly rate in effect on January 1<sup>st</sup> of the current year, plus 40% for overhead costs, rounded to the next highest dollar amount.

**204.04 System Access Charge**

Each Member receiving electric service will be charged a System Access Charge through the application of the minimum requirements of the rate Tariff for the type of service to be received as a minimum monthly billing, unless otherwise stated. As a guarantee of

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revenue for the Cooperative to maintain idle services for service readiness, the minimum bill requirements, including the System Access Charge, will be billed to the Member after a request for service discontinuation has been received by the Cooperative until one of the following events occur:

- A. A new application for the service is received which assumes responsibility for the System Access Charge;
- B. The service is transferred to the owner of the property at the date requested for discontinuance; or
- C. The owner requests in writing that service be removed.

If at the conclusion of six (6) months any of the System Access Charges and the minimum bill requirements are unpaid, the Cooperative retains the right to notify the owner of record that the electric service will be scheduled for removal. In order to retain service, any unpaid charges shall be paid in addition to other charges that apply. Should the service be removed, a new line extension charge will be required to restore the service.

#### **204.05 Returned Check Fee**

The Cooperative shall charge the banking institution fee for each check or other negotiable instrument that is dishonored or returned to the Cooperative.

#### **204.06 Meter Test Fee**

No charge shall be made for a meter test except as provided in this rule. If Member's meter has been tested at the Member's request and within a period of two years the Member requests a new test, the Cooperative shall make the test but if the meter is found to be within the accuracy standards established by the American National Standards Institutes, Inc., the Cooperative may charge the Member a fee that reflects the cost to test the meter. The fee shall be based on 50% of the current hourly wage rate in effect for the Metering Superintendent plus 40% for overhead costs, rounded to the next dollar.

#### **204.07 Delinquent Accounts**

The Cooperative may assess, and the Member shall be responsible for, an administrative fee of \$10.00 on any amount not paid when due. In addition to the administrative fee, the Cooperative may assess, and the Member shall be responsible for interest of one and one-half percent (1.5%) per month on all amounts not paid when due.

#### **204.08 Reserved**

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**204.09 Reserved****204.10 Reserved****204.11 Engineering Deposits and Fees**

The Cooperative shall collect the following deposits and fees for engineering services:

A. Deposits for Line Extension Engineering Estimate

The Cooperative shall collect a deposit to provide one engineering cost estimate for contract pricing of new services, line extensions, subdivision developments, conversions, relocations, and other projects based on a site visit and detailed plans furnished by the owner. The deposit will be applied toward the construction charge if the extension is made in accordance with the terms and conditions of the application and contract for service. Such deposits are refundable less costs incurred and in accordance to the reconciliation process. Engineering deposits are as shown in the Cooperative's Electric Service Construction Standards.

B. Subdivision Re-Design

Developers are responsible to finalize subdivision plats and engineering development plans prior to initiating design work for electric utility infrastructure. Developers shall be financially responsible for the estimated labor expenses incurred by the Cooperative when design or subdivision name changes require engineering re-work. The Cooperative may require advance payment of estimated re-design costs.

C. Subdivision Re-Construction Fees

Developers shall also be financially responsible for re-work on construction costs incurred when grade is changed or when other plat changes are made after installation of electric lines. All such work shall be done under a special work order at time, material, and indirect costs to be paid by the developer. The Cooperative reserves the right to discontinue utility work in the subdivision until such re-construction costs are paid.

D. Relocation or Temporary Placement of Facilities

When the Member requests relocation of Cooperative facilities or temporary facilities the Member will abide by the Cooperative's policy for line extensions in the Electric Service Construction Standards.

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**204.12 Reserved****204.13 Meter Tampering**

The Cooperative will charge a metering tampering charge of:

First occurrence	@	\$500.00	
Each additional occurrence	@	\$1,000.00	PLUS

Charges for repair or replacement of damaged equipment and for usage as described below. The term “meter tampering” as used herein applies to any instance in which a meter assigned to a Member shows any evidence of having been entered by a person, firm, or corporation other than a Cooperative employee in furtherance of the Cooperative’s business and includes, but is not limited to, those instances in which the seal is broken in which a meter has been jumper-ed so as to bypass the meter and serve energy to a point of delivery, or any instance in which the meter has been reversed so as to impair or defeat its capacity to accurately measure energy delivered through the meter and/or to a delivery point, or any other act whether specifically covered herein which interferes with the meter’s effectiveness to gauge the consumption of electric energy.

In cases of meter tampering or bypassing of meter, electric energy consumed, but not metered, may be estimated by the Cooperative based on the amounts used under similar conditions during preceding years. Where no previous usage history exists or is considered unreliable due to meter tampering or bypassing of meter, consumption may be estimated on the basis of usage levels of similar Members and under similar conditions. The Cooperative may charge for all labor, materials, and equipment necessary to repair or replace all equipment damaged due to the meter tampering or the bypassing of meter.

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**205.00 Construction Charges**

These construction charges apply to new service or service upgrades and new line extensions built under the current edition of the Cooperative's Electric Service Construction Standards. Applicable capacity charges shall be paid in addition to construction charges.

If the Member cancels any agreement for the provision of electric service after acceptance by the Cooperative but before service is initiated, the Member may be charged the actual costs incurred by the Cooperative.

**205.01 Construction Charge for New Services, Primary Line Extensions, or Other Projects – Site Specific Line Extension Contracts**

The Cooperative will implement a site-specific line extension contract tailored to each project. Contract charges will be based on the Cooperative's engineering estimate of construction costs and indirect costs, and actual construction charges will be reconciled with the contract payment upon completion of all work in accordance with contract terms. Applicable capacity charges shall be paid in addition to this construction charge.

**205.02 Transformer Charges**

Transformer costs (direct plus indirect) will be fully charged where the transformer is installed to supply only that one service as determined solely by the Cooperative. Transformer costs for single-family lots where the transformer will supply services to adjacent lots in the future will be prorated based on the number of adjacent lots that can be served from that transformer location as determined solely by the Cooperative.

For new services requiring additional capacity beyond the existing transformer rating, the Member will be charged the full cost for upgrading the transformer plus their prorated amount for the existing transformer, less the current cost of the existing transformer.

For addition or upgrade to an existing service, the Member will be charged the full cost of the new transformer less the current cost of the existing transformer. The Cooperative shall determine the appropriate transformer rating for all Cooperative owned transformers.

**205.03 Indirect Charges**

The indirect costs of the Cooperative that will be included to determine construction charges for site-specific line extension contracts shall be an annually determined percentage of direct labor costs and an annually determined percentage of direct material costs.