

# **Claiborne Electric Cooperative, Inc.**

**LPSC Electric Tariff No. 1**

**Effective Date: 10/14/2024**

**Applies To:**

**All Electric Utility Classes**

**Parishes Served:**

**Bienville**

**Claiborne**

**Lincoln**

**Ouachita**

**Union**

**Webster**

**ISSUED BY:**

**Michael P. Marcotte, General Manager and CEO**

**PO Box 719**

**Homer, LA 71040**

**318-927-3504**

# Claiborne Electric Cooperative, Inc.

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## **STANDARD TERMS AND CONDITIONS FOR ELECTRIC SERVICE**

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### **MEMBERSHIP APPLICATION:**

The Bylaws of the Cooperative stipulate that applicants for membership and service must make a written application prior to receiving service.

### **SERVICE DEPOSITS:**

Members may be billed for a service deposit in accordance with the Rules And Regulations of the Louisiana Public Service Commission.

### **SPECIAL TEMPORARY CONNECTION DEPOSITS:**

Special temporary connections which might require special construction to a location and where such construction might be removed at the completion of the project may require, in addition to the deposit for electrical service, in accordance with the Rules and Regulations of the Louisiana Public Service Commission a special temporary connection deposit.

### **REFUND OF SERVICE DEPOSITS:**

Upon the discontinuance of service to a member and/or the termination of membership, refunds of deposits shall be made in accordance with the Rules And Regulations of the Louisiana Public Service Commission.

### **BILLING PROCEDURES:**

- A. Monthly bills for usage of electrical energy will be sent to each member and will cover the last billing period and will show the usage and the amount due the Cooperative, including any special charges and past due amounts.
- B. Bills will be due and payable, and presumed to have been delivered to the member, when presented to the United States Post Office in Homer, Louisiana, for mailing. Payment becomes past due if not received twenty days after mailing. Past due bills may be assessed a penalty of five (5%) percent of the current revenue as presented on the bill.

- C. In the event a member fails to receive his monthly billing statement on or before fifteen (15) days of normal due date of the month in which it is due, he shall be responsible for contacting the Cooperative to make arrangements for the payment of his account, otherwise the penalty may be added as outlined.
- D. A bill that is not paid twenty (20) days after date of mailing becomes delinquent, and the member is subject to having his service disconnected.

**DELINQUENT ACCOUNTS:**

- A. When a member's account becomes delinquent, a notice to that effect will be sent. This notice will remind the member that his electrical service will be disconnected unless payment is received immediately or proper arrangements for handling the bill are made.
- B. If payment is not received or arrangements made by the established deadline date, a Cooperative employee may be sent to collect the bill or to disconnect the service. A charge for this service will be added to the bill.
- C. If service is disconnected for non-payment, unless other arrangements are made, reconnection can be made only when all charges and past due amounts have been paid. An additional charge for reconnection shall be added to the account.

**COLLECTION OF UNPAID ACCOUNTS:**

If service has been terminated to a member and there is an unpaid balance in the member's account which is not covered by membership or deposit fees, Cooperative personnel shall make every effort to collect this unpaid balance.

If, after three (3) months of collection service activity, the account is still uncollectible, legal action may be instituted by the Cooperative or its designated collection agency.

**SECURITY DEPOSITS:**

A security deposit for service shall be collected in advance of connecting any service with respect to which the Cooperative determines that such deposit is needed to assure payment of the power bill. Deposits shall be collected for all new accounts unless waived by the General Manager/CEO, Chief Financial Officer, or Office Managers.

- a. In determining the need for security deposits, and in fixing the amount of such deposits, the Cooperative will give careful regard to the following factors:
  - i. Type of service involved; i.e. residential, nonresidential, or commercial.
  - ii. The credit history of the Member.
    1. Credit history may be determined by previous payment history on file with the Cooperative.
    2. If no previous payment history is on file with the Cooperative, an outside credit service may be used to determine history.
  - iii. History of connects, disconnects, and reconnects at the involved location, or for the involved member.
  - iv. Any other factor having a realistic bearing on the member's financial dependability.
- b. To provide fair treatment of all members, the amount of the security deposit shall be calculated accordingly:
  - i. Residential deposits
    1. One-sixth (1/6) the estimated annual billing based on previous actual billing at the service location prior to the new member assuming responsibility for the load, or \$200.00 minimum-security deposit, whichever is greater, or
    2. One-sixth (1/6) of estimated annual usage of load data provided by the member for the service location, or \$200.00 minimum-security deposit, whichever is greater, or
    3. One-sixth (1/6) estimated annual billing based on usage of a comparable location, or \$200.00 minimum-security deposit, whichever is greater.
    4. Residential accounts are defined as accounts where service is being provided to a house, apartment, or other dwelling in which a person or persons lives.

ii. Non-Residential deposits

1. One-sixth (1/6) the estimated annual billing based on previous actual billing at the service location prior to the new member assuming responsibility for the load or \$300.00 minimum-security deposit, whichever is greater, or
2. One-sixth (1/6) of estimated annual usage of load data provided by the member for the service location or \$300.00 minimum-security deposit, whichever is greater, or
3. One-sixth (1/6) estimated annual billing based on usage of a comparable location or \$300.00 minimum-security deposit, whichever is greater.
4. Non-residential accounts are defined as locations in which people do not reside, such as a barn, shop, storage building, chicken house, etc.

iii. Commercial deposits

1. One-sixth (1/6) the estimated annual billing based on previous actual billing at the service location prior to the new member assuming responsibility for the load or \$300.00 minimum-security deposit, whichever is greater, or
2. One-sixth (1/6) of estimated annual usage of load data provided by the member for the service location or \$300.00 minimum-security deposit, whichever is greater, or
3. One-sixth (1/6) estimated annual billing based on usage of a comparable location or \$300.00 minimum-security deposit, whichever is greater.
4. Commercial accounts are defined as locations that are related to commerce, for industrial use, or a location that has a primary focus on generating revenue for a person, company, or other enterprise.

c. Residential security deposits shall be retained by the Cooperative until the Member completes thirty-six (36) monthly payments with minimal delinquencies. If this requirement is met, the Cooperative may choose to refund the full amount of deposit to the Member's account if it is determined that such action will not adversely affect the financial position of the Cooperative. All other security deposits shall be retained until service to the Member is terminated permanently.

- i. Minimal delinquencies is defined as the member having paid 36 consecutive billings without having service disconnected for nonpayment.

- ii. Without having more than one occasion per 12 month period in which a bill was delinquent.
  - iii. Without having an insufficient-fund item.
- d. Residential Members failing to meet the thirty-six (36) monthly payment with minimal delinquency requirement will have their deposit refunded upon termination of service, the deposit and accrued interest may be credited against the final account, and the balance, if any, shall be returned promptly to the member but in no event later than ninety-days (90) after service is discontinued.
- e. New or additional deposits may be required by the Cooperative if a Member does not maintain a satisfactory payment record. The Cooperative may require upon reasonable written notice of not less than 15 days, a new deposit, where previously waived or returned, or an additional deposit, in order to secure payment of current bills.
- f. The Cooperative shall pay to the member interest upon such deposits at the rate mandated by the most recent order of the Louisiana Public Service Commission.
  - i. The deposit interest shall be simple interest in all cases and settlement shall be made annually by credit on the current bill.
  - ii. No Member shall be entitled to receive interest on their deposit until and unless a member relationship and the deposit have been in existence for a continuous period of six months. Then the member shall be entitled to receive interest from the day of the commencement of the member relationship and the placement of deposit. Nothing in this rule shall prohibit the Cooperative from refunding at any time a deposit with accrued interest.
- g. An irrevocable letter of credit, surety bond, or other instrument acceptable to Claiborne Electric, valued equal to or greater than the required amount of deposit may be accepted in place of a cash security deposit.

- h. If the entire deposit payment presents a financial burden, the deposit can be paid in three equal payments with one-third due immediately, one third due within thirty-days (30) and the final one-third due within sixty-days (60). The Cooperative requires either verbal or written notification to the Member Service Department of Claiborne Electric Cooperative of a member's intent to make such installment payments.
- i. The Cooperative having received deposits from members and hereafter receiving deposits from them shall keep records to show:
  - i. The name of each member making the deposit;
  - ii. The premises occupied by the member when the deposit was made;
  - iii. The date and amount of deposit;
  - iv. Each transaction concerning the deposit such as interest payment, interest credited or similar transactions; and
  - v. Receipt for deposit. At the Cooperative's option, a non-transferable, non-negotiable certificate of deposit shall be issued to each member.

**LINE EXTENSION:**

- A. On an annual basis, the Cooperative shall calculate a Construction Allowance above which Members must bear the cost of extending, upgrading or modifying electric services in order to establish a new delivery point.
- B. The Construction Allowance associated with this policy is based upon the Cooperative's average plant investment per active meter and is calculated as follows:  
$$\text{Year-end Net Utility Plant} / \text{Number of Active Meters} = \text{Construction Allowance}$$
  - a. When a line extension is to be made on behalf of a Member, a cost estimate shall be prepared. The Construction Allowance figure shall be deducted from such estimate and the Member shall bear the cost of any excess cost as a contribution-in-aid-of-construction.
  - b. Such contributions shall generally be paid in full prior to the commencement of construction.



- c. Residential members may elect to enter into an extended payment arrangement to fulfill the payment of their contribution-in-aid-of-construction.
  - i. In no case, shall such an arrangement be extended for a period longer than 60 months.
  - ii. Interest at the Prime Rate plus 5% shall apply to these payments. Calculation of this rate shall be made in January of each year. The Prime Rate shall be the rate published in the Wall Street Journal for December of the previous year.
  - iii. This rate may be recalculated should the prime rate change by more than two percent.
  - iv. Should the contribution-in-aid-of-construction exceed \$25,000 the Member must obtain an irrevocable letter of credit, surety bond, or other instrument acceptable to Claiborne Electric.
  - v. Non-permanent residences and limited value services as described below may not utilize the provisions of this section.
- d. All new construction requires a minimum twelve month contract.
- e. Developers must pay all required contributions-in aid-of-construction prior to the commencement of construction.
  - i. Developers may receive a credit for each new home/business occupied and connected to the line extended on behalf of the developer for up to 60 months.
  - ii. Such credits shall be paid at the Construction Allowance factor in effect at the time the credit is made.
  - iii. Credits paid may not exceed the original contribution made by the developer.
- f. The costs associated with making line extensions/improvements for non-permanent residences including mobile homes located on another person's property, mobile homes utilized as rental property, modular or site constructed homes utilized as rental property, and any type of home not serving as the member's primary residence shall be paid in full prior to the commencement of construction.

- g. Limited Value Services are services that are limited in value in relation to the cost of providing them electrical services. Examples of these types of locations include picnic areas, boat docks, hunting/fishing camps, isolated buildings, storage buildings, electric fences, barns, shops, small water wells, etc.
  - i. The costs associated with making line extensions/improvements to Limited Value Service locations shall be paid in full prior to the commencement of construction.
  - ii. The Cooperative reserves the right to refuse service to any limited value service account.
- C. Should a member request that an existing service be extended, upgraded or modified, he shall bear the full cost associated with such extension, upgrade, or modification.
- D. Costs associated with line extensions/improvements that improve system reliability, increase capacity, or were already scheduled in the Cooperative's work plan may be deducted from the Member's contribution-in-aid-of-construction.
- E. The Cooperative may, at its sole discretion, waive the contribution-in-aid-of-construction based upon an economic analysis.

**RELOCATION OF LINES:**

- A. Whenever a member requests that facilities be moved on or from his property, he shall be required to pay all costs associated with the move, including right-of-way procurement cost.
- B. Whenever a governmental agency requests the Cooperative to move its facilities, the agency shall be required to pay all costs associated with the move, if the facilities are on private rights-of-way. However, if the facilities are on public rights-of-way, the expenses associated with the move will be paid in accordance with applicable local, state or federal laws and regulations.

**METER TESTING:**

- A. The Cooperative will maintain a regular, scheduled program of testing member's electric energy meters in accordance with the standards accepted by the State Public Service Commission.

- B. If a member requests a test of his energy meter in addition to the regularly scheduled tests, he may be required to deposit a meter test fee of an amount as found in terms and conditions filed with the Louisiana Public Service Commission with the Cooperative before Cooperative personnel or an authorized agent of the Cooperative will be assigned to perform the test of the member's meter. A written report of the test will be furnished to the member.
- C. If the test shows that the meter is recording within two percent (2%) above or below the standard accepted by the State Public Service Commission, the meter shall be judged to be accurate and the meter test fee shall be retained by the Cooperative to partially reimburse it for the expense of the test.
- D. If the test shows that the meter is recording more than two percent (2%) above the standard accepted by the State Public Service Commission, the meter test fee will be refunded to the member and the Cooperative will also refund to the member an amount equal to the excess charged for the kilowatt hours incorrectly metered for a period equal to one-half of the time since the last previous test of the meter, but not to exceed six months, unless it can be shown that the error was due to some cause, the date of which can be fixed, in which case the refund shall be computed back to, but not beyond such time.
- E. If a member is dissatisfied with the results of the test conducted by the Cooperative, he may request a Referee Meter Test by the State Public Service Commission, such test to be contingent upon the applicable commission rules and the deposit of an appropriate meter test fee.

**ENERGY EMERGENCY DEFERRED BILLING PROGRAM (EEDBP):**

- A. Government entities specifically specified by the LPSC, or residential consumers who meet the criteria and are pre-enrolled at least 30 days prior to the current billing cycle will be allowed to pay an amount calculated as a Normal bill for the billing cycle that contains days of an Energy Emergency, and defer the excess amount of the bill for up to 12 months. The consumer will pay the Normal bill for the current month and in future months the consumer will pay actual billing plus a portion of the excess based on a sliding scale. Billings will be adjusted as a result of Energy Emergency days declared by the LPSC in accordance with Act 629 that will affect Claiborne Electric members' electric bills. A Normal bill will equal what the bill would have been using the kWh for the same month in the prior year.

The amount to be deferred will be calculated by subtracting actual kWh from the kWh for the same month in the prior year for the applicable current billing cycle in which an Energy Emergency is declared.

The deferred amount may be paid over a period of 2 to 12 months according to the following scale.

\$0 - 100	2 months
\$100-200	3 months
\$201-300	4 months
\$301-400	5 months
\$401-500	6 months
\$501-600	7 months
\$601-700	8 months
\$701-800	9 months
\$801-900	10 months
\$901-1,000	11 months
\$1,001 or more	12 months

The deferred amount will be spread equally over the indicated months and added to the current billing. Failure to make timely payments will subject the account to collection, disconnection and/or possible removal from eligibility for EEDBP.

**NONRECURRING CHARGES:**

1) Deposit	Up to 1/6 estimated annual billing
2) Trip fee	\$100.00
3) Remote Reconnection fee	\$45.00
4) After hours trip surcharge	\$150.00
5) Returned check charge	\$30.00
6) Meter tampering charge	\$450.00
7) Unauthorized Cut Seal	\$100.00
8) Meter Test Fee*	\$45.00 plus 3 <sup>rd</sup> party testing fees

\* The Meter Test Fee shall not apply in cases where a meter is found inaccurate by more than 2% fast.

## Claiborne Electric Cooperative, Inc.

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### INDEX OF ELECTRIC RATE SCHEDULES AND RIDERS

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## **RESIDENTIAL SERVICE**

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### AVAILABILITY

Available at all points throughout the territory where facilities of adequate capacity and suitable phase and voltage are adjacent to the premises to be served. Where facilities of adequate capacity and suitable phase and voltage are not adjacent to the premises to be served, the Cooperative may, at its option, require a contribution, higher minimum bill, facilities charge, or other compensation to make service available.

### APPLICABILITY

This rate schedule is applicable under the established rules and regulations of the Seller to Homes and other Residential structures serving as the primary residence of a member for all uses including lighting, heating, and power. Where both residential and commercial loads are to be served by a single meter, the Small General Service or Large General Service tariff shall apply.

### TYPE OF SERVICE

Single phase, 60 cycles, at available secondary voltages. Three phase service is available under the Small General Service and Large General Service tariffs.

### PROTECTION

Adequate overcurrent protection of all motors shall be the responsibility of the consumers.

### NET MONTHLY RATE

- |    |                |               |
|----|----------------|---------------|
| 1. | Service Charge | \$15.00       |
| 2. | Energy Charge  | \$0.02740/kWh |

Claiborne Electric Cooperative, Inc.  
Rate Schedule – RS  
Revision #8

Page 14  
Effective Date: 05/15/2018  
Supersedes: A 04/03/2009  
Authority: Order U-36552

### BILLING ADJUSTMENTS

The above charges shall be increased as determined under Power Cost Adjustment Clause PCA-CL and Formula Rate Plan Rider FRP.

### TERMS OF PAYMENT

The above charges are net and are due and payable upon presentation of the statement. The gross rates are five percent (5%) higher. In the event the current monthly bill is not paid within 20 days, the gross rates shall apply.

### MINIMUM CHARGES

It is hereby understood that a minimum of \$15.00 per billing period or cycle shall apply.

### AREA LIGHTS

Should any area lights be installed, all charges associated with same shall be charged in accordance with Schedule LS, Lighting Service.



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## SMALL GENERAL SERVICE

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### AVAILABILITY

Available at all points throughout the service area of the Cooperative where facilities of adequate capacity and suitable phase and voltage are available. Where facilities of adequate capacity and suitable phase and voltage are not adjacent to the premises to be served, the Cooperative may, at its option, require a contribution, higher minimum bill, facilities charge, or other compensation to make service available.

### APPLICABILITY

This rate schedule is applicable under the established rules and regulations of the Seller to non-Residential (as defined in Rate Schedule RS) loads whose peak demand does not exceed 100 kilowatts and who do not qualify for service under Rate Schedule A, including but not limited to non-permanent residences, limited use accounts, schools, churches, small commercial and power loads, municipal power and pumping loads, oil well pumping units, ball field lighting, and commercial farms.

### TYPE OF SERVICE

Alternating current, 60 cycles, single or three phase and at available voltages.

### PROTECTION

Protection of three phase motors against single phasing shall be the responsibility of the consumers. Adequate overcurrent protection of all motors shall be the responsibility of the consumers.

### NET MONTHLY RATE

- |    |                |               |
|----|----------------|---------------|
| 1. | Service Charge | \$60.00       |
| 2. | Energy Charge  | \$0.01680/kWh |

Claiborne Electric Cooperative, Inc.  
Rate Schedule – SGS  
Revision #2

Page 16  
Effective Date: 05/15/2018  
Supersedes: SGS 04/03/2009  
Authority: Order U-36552

### POWER COST ADJUSTMENT

The above charges shall be increased as determined under Power Cost Adjustment Clause PCA-CL and Formula Rate Plan Rider FRP.

### DELIVERY POINT

Unless otherwise specified in the service contract, the delivery point shall be the metering point where service is furnished at secondary voltages or the point of attachment of the Seller's primary line to the consumer's primary facilities if service is furnished at primary line voltages. All wiring, pole lines, and other equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.

### TERMS OF PAYMENT

The above charges are net and are due and payable upon presentation of the statement. The gross rates are five percent (5%) higher. In the event the current monthly bill is not paid within 20 days, the gross rates shall apply.

### MINIMUM CHARGES

It is hereby understood that a minimum of \$60.00 per billing period or cycle shall apply.

### AREA LIGHTS

Should any area lights be installed, all charges associated with same shall be charged in accordance with Schedule LS, Lighting Service.

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## **LARGE GENERAL SERVICE**

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### AVAILABILITY

Available for commercial and industrial service uses where facilities of adequate capacity and suitable phase and voltage are available. Where facilities of adequate capacity and phase and voltage are not adjacent to the premises to be served, the Cooperative may, at its option, require a contribution, higher minimum bill, facilities charge, or other compensation to make service available.

### APPLICABILITY

This rate schedule is applicable under the established rules and regulations of the Seller to commercial and industrial loads whose peak demand exceeds 100 kilowatts.

### TYPE OF SERVICE

Single phase or three phase, 60 cycles, at available voltages.

### PROTECTION

Protection of three phase motors against single phasing shall be the responsibility of the consumers. Adequate overcurrent protection of all motors shall be the responsibility of the consumers.

### NET MONTHLY RATE

- |    |                |                             |
|----|----------------|-----------------------------|
| 1. | Demand Charge  | \$9.25/kW of Billing Demand |
| 2. | Energy Charges | \$0.072410/kWh              |

#### DETERMINATION OF BILLING DEMAND

The billing demand shall be the maximum kilowatt demand established by the consumer for any period of fifteen minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor as provided below, but not less than 1) the highest kW similarly established during the preceding 11 months, or (2) the minimum kW specified in the service contract or 100 kW, whichever value is greater.

#### POWER FACTOR ADJUSTMENT

The consumer agrees to maintain unity power factor as nearly as possible. Demand charges will be adjusted to correct for average power factors lower than 92% by adding one percent to the metered demand that the power factor of the load is less than 92%. The Seller reserves the right to use peak power factor rather than average power factor where it deems necessary.

#### BILLING ADJUSTMENTS

The above charges shall be increased as determined under Power Cost Adjustment Clause PCA-CL and Formula Rate Plan Rider FRP.

#### DELIVERY POINT

Unless otherwise specified in the service contract, the delivery point shall be the metering point where service is furnished at secondary voltages or the point of attachment of the Seller's primary line to the consumer's primary facilities if service is furnished at primary line voltages. All wiring, pole lines, and other equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.

#### TERMS OF PAYMENT

The above charges are net and are due and payable upon presentation of the statement. The gross rates are five percent (5%) higher. In the event the current monthly bill is not paid within 20 days, the gross rates shall apply.

#### MINIMUM CHARGE

It is hereby understood that the minimum monthly charge under the above rate shall be (1) \$9.25 times the determined billing demand, (2) the contract minimum, or (3) \$925.00, whichever is greatest.

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## LIGHTING SERVICE

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### AVAILABILITY

Available throughout the Cooperative's service area from existing distribution lines in accordance with the established rules of the Seller. Where facilities of adequate capacity and suitable phase and voltage are not adjacent to the premises to be served, the Cooperative may, at its option, require a contribution, higher minimum bill, facilities charge, or other compensation to make service available.

### APPLICABILITY

This rate is applicable to any consumer for automatically-controlled, private area outdoor lighting, and to municipalities throughout the service area in which the Cooperative has been granted a franchise for street lighting.

### TYPE OF SERVICE

Alternating current, 60 cycles, single or three phase at available secondary voltage.

### NET MONTHLY RATE

#### Security Lights

40 Watt Equivalent LED	\$10.05/lamp
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#### Directional Security Lights

154 Watt Equivalent LED	\$18.45/lamp
400 Watt Equivalent LED	\$21.85/lamp
250 Watt Lamp (Closed)	\$13.75/lamp
400 Watt Lamp (Closed)	\$18.25/lamp
1000 Watt Lamp (Closed)	\$33.90/lamp

#### Municipal Street Lights

40 Watt Equivalent LED	\$10.05/lamp
400 Watt Lamp	\$11.25/lamp
154 Watt Equivalent LED	\$18.45/lamp
300 Watt Equivalent Cobra LED	\$13.40/lamp

### CONDITIONS OF SERVICE

Rates are based upon mercury vapor fixtures for the wattages listed above. Seller reserves the right to install lighting other than mercury vapor, in which case the monthly rate will be based upon the approximate mercury vapor equivalent. When a pole, poles and/or other equipment must be installed solely for the installation of the light(s), the member agrees to pay to the cooperative its actual costs associated with the installation of this equipment.

### BILLING ADJUSTMENTS

The above charges shall be increased as determined under Power Cost Adjustment Clause PCA-CL and Formula Rate Plan Rider FRP, based upon the following kWh amounts per lamp:

40 Watt LED Lamp, or approximate equivalent -	12 kWh
154 Watt LED Lamp, or approximate equivalent -	48 kWh
300 Watt LED Lamp, or approximate equivalent -	90 kWh
400 Watt LED Lamp, or approximate equivalent -	120 kWh
250 Watt Lamp, or approximate equivalent -	120 kWh
400 Watt Lamp, or approximate equivalent -	175 kWh
1000 Watt Lamp, or approximate equivalent -	450 kWh

### SPECIAL PROVISIONS

1. The Cooperative shall furnish, install and maintain approved lighting luminaries, lamps and accessory equipment on existing Cooperative owned overhead distribution poles.
2. The rates hereunder are based on the use of overhead conductors. Rates, terms and conditions for use of underground conductor will be considered on an individual basis.
3. All facilities, regardless of facilities' charges made toward paying the cost thereof, will be installed by the Cooperative and will remain the property of the Cooperative. All property of the Cooperative placed on the consumer's premises, used in supplying service to the consumer, is placed there under the consumer's protection.
4. The word "maintain", as it applies to lighting private premises, is defined to mean the replacement of lamps, glassware and other equipment as required at regular intervals or as soon as reasonably practicable after notification of the Cooperative by the consumer that service has been interrupted; provided, however, the consumer will reimburse the Cooperative for the cost of any such maintenance which is required due to vandalism.

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## **POWER COST ADJUSTMENT CLAUSE**

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### APPLICATION

This adjustment clause is applicable to electric service furnished under all rate schedules of the Cooperative.

### POWER COST ADJUSTMENT

There shall be added to each monthly bill for service an adjustment per kilowatt—hour (kWh) based upon the cost of power of its power supplier. This adjustment per kWh, rounded to the nearest \$0.00001, will be determined as follows:

#### **Wholesale Power Cost Pass Through for All Classes Excluding Large General Service (WPCPT)**

$$\frac{(A-B +/- C)}{\text{kWhs}}$$

Where: A = Total Estimated purchased electricity costs from all suppliers including fuel calculated, excluding costs for Large General service, for current period.

B = total Estimated purchased electricity cost from all suppliers including fuel which are included in the Cooperative's base rates for classifications other than Large General Service. The base power cost is computed as;

B = (D) (kWhs)

D = Power Cost amount of \$0.00000 per kWh sold included in the base rates.

kWhs = Total estimated energy sales for billing period excluding sales under the Large General service rate.

C = Adjustment to be applied to account for differences in actual purchased electricity costs and actual WPCPT revenues recovered in previous periods. This value is determined by dividing the cumulative over-recovery or under-recovery purchased electricity cost by the kWhs excluding Large General Service for current billing period.

**Power Cost Adjustment for Large General Service (PCA-LGS) =**

$$\frac{(A-B +/-C)}{\text{KWhs}}$$

Where: A = Total estimated purchased electricity costs from all suppliers including fuel calculated for the current billing period.

B = Total estimated purchased electricity cost from all suppliers including fuel which are included in the Cooperative's base rates for Large General Service. The base power cost is computed as follows: Energy Costs/(1 - Estimated Line Loss) + (Demand Cost/(1 - Estimated Line Loss) x .60 Coincidence Factor).

Demand Cost = \$11.53 per Billed NCP kW

Energy Cost = \$0.038460 per kWh sold

C = Adjustment to be applied to account for differences in actual Purchased electricity costs and actual PCA-LGS revenues recovered in previous periods. This value is determined by dividing the cumulative over – recover or under – recovery purchased electricity cost by the kWhs for Large General service for the current billing period.



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## FORMULA RATE PLAN RIDER SCHEDULE FRP GENERAL

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### 1. GENERAL

Formula Rate Plan Rider FRP ("Rider FRP") defines the procedure by which the rates contained in the Claiborne Electric Cooperative, Inc. ("CEC" or "Cooperative") rate schedules designated in Attachment A to the Rider FRP ("Rate Schedules") may be periodically adjusted. Rider FRP shall apply in accordance with the provisions of Sections 2.A below to all electric service billed under the Rate Schedules, subject to the jurisdiction of the Louisiana Public Service Commission ("LPSC" or "Commission").

### 2. APPLICATION AND ANNUAL REDETERMINATION PROCEDURE

#### 2.A. RATE ADJUSTMENTS

The adjustments to the Cooperative's rates set forth in Attachment A to this Rider FRP ("FRP Rate Changes by Tariff") shall be added to the rates set out in the Net Monthly bill section in the Cooperative's Rate Schedules. The Rate Adjustments shall be determined in accordance with the provisions of Sections 2.B and 2.C below.

#### 2.B.1. FILING DATE

On or before March 1 of each of the years 2024, 2025 and 2026, CEC shall file a report with the Commission containing a calculation of the Cooperative's revenue requirement based on the twelve months ending December 31 of the previous year ("Test Year") prepared in accordance with the provisions of Section 2.C below. The annual filing shall be referred to as the "FRP Annual Report". A revised Attachment A shall be included in each filing containing revised FRP Rate Changes by Tariff determined in accordance with the provisions of Section 2.C below. Those FRP Rate Changes by Tariff shall remain in effect until change pursuant to the provisions of this Rider. Each FRP Annual Report will be

separately docketed and published in the Commission's Official Bulletin for intervention for a 15-day intervention period. CEC shall follow all Constitutional and LPSC publication requirements for each FRP Annual Report.

#### 2.B.2. REVIEW PERIOD

The Commission Staff ("Staff"), its outside advisors, if any, and all intervenors of record as of the filing date, hereinafter collectively referred to as the "Parties", shall each be provided a copy of each FRP Annual Report filing at the time it is filed with the Commission, along with all pleadings in the FRP-related proceedings (subject to confidentiality agreements, where applicable). At the time each FRP Annual Report is filed, CEC shall provide the Parties with a narrative summary of the request along with all workpapers supporting the data and calculations reflected in the FRP Annual Report, including electronic spreadsheet with formulas intact. The Parties may request clarification and additional supporting data. The response to any request for clarification or additional supporting data shall be provided within 15 calendar days of the request.

The Parties shall have until May 1 of the filing year to review the FRP Annual Report to ensure that it complies with the Rider FRP and any applicable Commission Orders. If the Parties should detect any error(s) in the application of the principles and procedures or should otherwise disagree with any of the computations, revenues, or costs included in such computations, such error(s) and/or disagreements shall be formally communicated in writing to CEC by the May 1 deadline. Each such indicated error or disagreement shall include documentation of the proposed correction. The Cooperative shall then have until May 15 to review any proposed correction and/or adjustments, to work with the Parties to resolve any differences and to file a revised Rate Schedule containing FRP Rate Changes by Tariff reflecting all corrections and adjustments upon which the Parties agree. The Cooperative shall provide the Parties with all workpapers supporting any revisions made to the FRP Annual Report initially filed for the Test Year.

Except where there is an unresolved dispute, which shall be addressed in accordance with the provisions of Section 2.B.3 below, the FRP Rate Changes by Tariff initially filed under the provisions of Section 2.B.1 above, or such revised FRP Rate Changes by Tariff as may be determined pursuant to the terms of this Section 2.B.2, shall become effective June 1 for bills rendered on and after the first billing cycle for the month. Those FRP Rate Changes by Tariff shall then remain in effect until changed pursuant to the provisions of this Rider.

To the extent that there are no issues raised during the annual review period of the FRP or any issues raised are amicably resolved, i.e., there are no unresolved issues to be addressed pursuant to Section 2.B.3, the parties shall submit a summary of the proceedings to the Commission for consideration as timely as practicable, including the terms under which any issues have been resolved and the resulting effect on rates.

### 2.B.3. RESOLUTION OF DISPUTED ISSUES

In the event there are disputes regarding any FRP Annual Report, the Parties and the Cooperative shall work together in good faith to resolve such disputes. If the Parties and the Cooperative are unable to resolve all disputes by August 1, revised FRP rate Changes by Rate Class reflecting all revisions to the FRP Rate Changes by Rate Class initially filed on which the Cooperative and Parties agree shall become effective as provided for in Section 2.B.2 above. Any disputed issues shall be submitted to the Commission for resolution.

If the Commission's final ruling on any disputed issues requires changes in the FRP Rate Changes by Rate Class initially implemented pursuant to the above provisions, the Cooperative shall file a revised FRP Annual Report containing such further modified FRP Rate Changes by Rate Class within 15 days after receiving the Commission's Order resolving the dispute. The Cooperative shall provide a copy of the revised filing to the Parties together with supporting documentation and workpapers, including electronic spreadsheets with formulas intact. Such modified FRP Rate Changes by Rate Class shall then be implemented with the next applicable monthly billing cycle after this filing and shall remain in effect until superseded by any subsequent FRP Rate Changes by Rate Class established in accordance with the provisions of this Rider FRP.

Within 60 days after receipt of the Commission's final ruling on disputed issues, the Cooperative shall determine the amount to be refunded or surcharged to customers due to the disputed issues, if any, together with interest applied at the Legal Rate of interest from August 1 of the filing year and the adjustment to the FRP Rate Changes by Rate Class to be applied prospectively. Any refund/surcharge amount shall be applied on a percentage basis pursuant to Section 2.C.3 of this Rider FRP and shall be based on the customer's applicable base revenue from the first billing cycle of August of the filing year through the last date the prior FRP Rate Changes by Rate Class were billed. Such refund surcharge amount shall be applied to customers' bills in the manner prescribed by the Commission.

## 2.C. ANNUAL REDETERMINATION OF RATE ADJUSTMENTS

### 2.C.1. DEFINITION OF TERMS

#### a. TEST YEAR

The Test Year shall be the twelve-month period ending December 31 immediately preceding the year in which the FRP Annual Report is filed.

#### b. CALCULATED MODIFIED DEBT SERVICE COVERAGE RATIO

The Calculated Modified Debt Service Coverage Ratio (“CMDSC”) for each test year shall be determined in accordance with the Calculated Modified Debt Service Coverage Ratio Formula set out in Attachment B to this Rider FRP tariff. The CMDSC determination shall reflect the actual results for the test year as recorded on the Cooperative’s books in accordance with RUS Uniform System of Accounts, as adjusted by the test year ratemaking adjustments set forth in Attachment C to this Rider FRP Tariff.

c. **BANDWIDTH FOR CALCULATED MODIFIED DEBT SERVICE COVERAGE RATIO**

The Calculated Modified Debt Service Coverage Ratio Bandwidth ("Bandwidth") shall be the range of values with a lower limit ("Lower Band") equal to 1.75 and an upper limit equal to 1.95.

d. **MIDPOINT FOR CALCULATED MODIFIED DEBT SERVICE COVERAGE RATIO**

The Calculated Modified Debt Service Coverage Ratio Midpoint ("Midpoint") shall be equal to 1.85.

**2.C.2. RIDER FRP REVENUE LEVEL**

For each Test Year, the Total Rider FRP Revenue shall be determined using the Rider FRP Revenue Redetermination Formula as set forth in Attachment D, which reflects the following rules:

a. **NO RIDER FRP CHANGE**

There shall be no change in the Rider FRP Revenue level in effect for the Test Year if the CMDSC is greater than or equal to the Lower Band and less than or equal to the Upper Band.

b. **RIDER FRP INCREASE**

If the CMDSC is less than the Lower Band, the Rider FRP Revenue level in effect for the Test Year shall be increased by 100% of the difference between the CMDSC and the Midpoint.

c. **RIDER FRP DECREASE ROE**

If the CMDSC exceeds the Upper Band, the Rider FRP Revenue level in effect for the Test Year shall be reduced by 100% of the difference between the CMDSC and the Midpoint.

### 2.C.3. RIDER FRP REVENUE ALLOCATION

The Total Rider FRP Revenue, as determined under the provisions of Section 2.C.2 above, shall be allocated to each applicable rate schedule based on an equal percentage of base revenue. Base Revenue includes all retail base revenues with the exception of revenues recovered pursuant to the Power Cost Adjustment Clause and/or the Fuel Cost Adjustment Clause. This percentage shall be developed by dividing the Total Rider FRP Revenue by the total applicable base revenue.

### 2.C.4 RIDER FRP RATE CHANGES BY TARIFF

All applicable retail rates and riders as noted on Attachment A on filed with the Louisiana Public Service Commission will be adjusted by an equal percentage of the base rate revenue of all bills.

## 3. PROVISIONS FOR OTHER RATE CHANGES

### 3.A NO BASE RATE CHANGE

During the term of this FRP, CEC shall not file a base rate increase and the Commission shall not initiate a base rate reduction, except as otherwise specifically provided for herein. However, nothing herein shall preclude CEC from continuing to recover through monthly bills adjustments based upon the cost of power and fuel from its power supplier(s) pursuant to such contracts approved by the LPSC as provided for in the Power Cost Adjustment Clause and/or Fuel Cost Adjustment Clause.

### 3.B EXTRAORDINARY COST OR REVENUE CHANGES

If CEC experiences a single extraordinary increase or decrease or multiple extraordinary increases or decreases in expenses or revenue, or a single extraordinary increase or decrease or multiple extraordinary increases or decreases in base revenues, net of any related offsetting increases or reductions in expenses, in a Test Year having a net annual revenue requirement impact exceeding two percent on a Louisiana retail jurisdictional basis, then either the

Claiborne Electric Cooperative, Inc.  
Rate Schedule – FRP  
Revision #4

03/07/2024  
Effective Date: 05/15/2018  
Supersedes: 05/15/2018  
Authority: Order U-36552

Cooperative or the Commission may address the ratemaking effects of such cost or revenue increase(s) or decrease(s) or increase or decrease in base revenues in either the annual FRP proceedings or in a separate proceeding outside the provisions of the FRP and established for that purpose. Should CEC propose to address the extraordinary expense or revenue change in an annual FRP proceeding, it shall provide Staff with at least 60 days' notice, i.e., on or before January 1 of the filing year, detailing the extraordinary expenses or revenue in advance of the FRP filing date. Such notice shall be in writing addressed to the Executive Secretary and to the Staff Attorney assigned to the previous year's FRP proceeding, at a minimum. Upon receiving and reviewing such notice, Staff may require CEC to file its request in a separate proceeding. Staff shall notify CEC within 30 calendar days of receipt of CEC's notice whether it desires for CEC to address the extraordinary expenses or revenue in a separate proceeding. If Staff does not notify CEC within 30 calendar days that it desires CEC to address the extraordinary expenses or revenue in the FRP proceeding, CEC shall address the extraordinary expenses or revenue in a separate proceeding. In no event shall any such ratemaking provide for multiple recoveries of the same expense or revenues, whether in the same or subsequent years. Such extraordinary increases or decreases in expenses or revenue or, increase or decrease in base revenues shall be limited to an event or events of force majeure beyond the reasonable and direct control of CEC, including natural disaster, Pandemic/epidemic, damage or unforeseeable loss of distribution assets, changes in regulation ordered by a regulatory body or other entity with appropriate jurisdiction, and orders or acts of civil or military authority.

### 3.C. SPECIAL RATE FILINGS

The FRP shall not preclude CEC from proposing revisions to existing rate schedules or new rate schedules, such as experimental, developmental, and alternative rate schedules, to address competitive and other business needs. CEC shall file any such proposed rate schedules or changes with the Commission and the Commission shall evaluate CEC's proposals in accordance with the rules and procedures then in effect.

#### 4. EFFECTIVE DATE AND TERM

Rider FRP shall continue in effect for three years with FRP Annual Report filings to be made on or before March 1 of each of the years 2024, 2025 and 2026 for the Test Years ending December 31 2023, 2024 and 2025, respectively. Unless Rider FRP is extended by the Commission, the FRP Rate Changes by Rate Class resulting from the 2026 FRP Annual Report filing based on the 2025 Test Year shall continue in effect until such time as they are superseded pursuant to a final Commission order. If this Rider FRP is terminated by a future order of the Commission, the then-existing Total FRP Revenue shall continue to be in effect until new base rates reflecting the then-existing Total FRP revenue are duly approved and implemented. Nothing contained in the Rider FRP shall limit the right of any party to file an appeal as provided by law.



FORMULA RATE PLAN RIDER - ATTACHMENT A  
FRP RATE CHANGES BY TARIFF

Line No.	Description	Rate Schedule	FRP RATE CHANGE %
			Current Year 2024
1	Residential	A	9.94%
2	Small General Service	SGS	9.94%
3	Large General Service	LGS	9.94%
4	Security Lighting	LS	9.94%